

WEMA Intellectual Property Policy

The WEMA Project

- AATF, CIMMYT, Monsanto and the National Agricultural Research Systems of Kenya, Mozambique, South Africa, Tanzania and Uganda are participating parties in a research collaboration to develop and deliver Water Efficient Maize for Africa (“WEMA”).

Basic Principles

- The WEMA Project has a Charitable Objective to develop and deliver hybrid maize with improved drought tolerance and/or insect resistance to farmers in South Africa who plant up to three hectares of land for the production of maize (“small holder farmers in South Africa”) and all farmers in the rest of sub-Saharan Africa (“targeted farmers”).
- To develop hybrid maize for the WEMA Project the parties will donate elite maize germplasm, employ advanced breeding methods and biotechnology, and use national field trials to objectively select the best seed for deployment through licensed seed companies. To minimize costs to farmers, the parties and licensed seed companies will not collect or receive a royalty for any intellectual property (“IP”) in maize seed sold to small holder farmers in South Africa and targeted farmers.
- As technology innovations in WEMA maize seed may have considerable commercial value to larger scale farmers in and outside of South Africa, the parties may use their IP in commercial operations (subject to certain restrictions) outside of the WEMA Project. This may include a party using its germplasm and WEMA derived lines from a party’s own germplasm for purposes outside the WEMA Project.
- The parties have adopted a “Global Access Strategy” to successfully develop hybrid maize allowing hybrid seed producers and breeders worldwide to use the best inbred lines from national performance trials.
- The WEMA Project may involve the development and use of a transgenic trait that will be subject to regulatory review and approval as well as ongoing stewardship requirements.

Confidentiality

- Although obtaining IP often requires that certain information be confidential for a limited period, the parties do not intend to keep WEMA Project-related information confidential for the sole purpose of maintaining trade secrets.
- The parties intend to publish WEMA Project-related information, e.g. project reports, field trial results, technology innovations and research results, in business and technical journals and on project web sites.
- Prompt publications are coordinated through a committee representing the parties which will consider delays needed for IP filings. A party is free to publish any document relating solely to its own materials and IP.
- Obligations to hold certain background technology disclosed among the parties in confidence expire 10 years after termination of the WEMA Project.

Patents, PVP and Trademarks

- Plant Variety Protection on maize developed in the Project, patents on biotechnology components, and trademarks on brands identifying varied products of the Project can facilitate

orderly licensing and stewardship of deployed hybrid maize, compliance with the Charitable Objective, and management of the Global Access Strategy.

Ownership and use of technology and property of the parties

- Each party will continue to own all of the property, e.g. background technology, germplasm and IP, that it contributes to the WEMA Project and shall be free to use such property outside of the WEMA Project. Each party will also own (solely or jointly) the IP that it develops in carrying out the WEMA Project. Germplasm will be owned by the party whose breeding program developed such germplasm. Such background technology, germplasm and IP are licensed among the parties for use in the WEMA Project.
- A party's maize lines selected for deployment from the WEMA Project to seed companies including IP and inherent technology will be licensed through AATF.
- The use of IP outside of the WEMA Project may require a specific license from the owner. For example, inbred maize lines tested in national performance trials will be generally available outside of the WEMA territory to hybrid maize producers and maize breeders; the terms of the availability will vary according to terms set by the owner of the inbred maize.