ELOHIM FOUNDATION

Creating Alternatives, Promoting Sustainable Development.

Intellectual Assets Policy

Effective Date: August, 2026.
Review Date: September, 2017, 2022**.**
Approved by: Board of Trustees**.**

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BACKGROUND

Elohim Foundation was formerly known as The Carpenter's Foundation International, a non-for-profit development and humanitarian organisation founded on the 13th September, 2001 in Abuja –Nigeria. The foundation is the brainchild of Dr. Ibecheole, Julius a physically challenged Nigerian, set out to tackle the challenges of human family preservation through socio-economic intervention.

The Foundation was registered with Cooperate Affairs Commission as a non-for-profit organisation on the 29th April 2002 five years after it started operation in Egbu Owerri, Imo State on 27th of August, 1997. Following its registration, the foundation officially got inaugurated in Abuja on the 13th of September, 2001. And in 2006 its operational office in Niger state was established.

In 2005, 2010 and currently in 2024 Elohim Foundation has gone through strategic structural and program reviews by external consultant development firms with intent to strengthen its operational capacity, efficiency, productivity and impact in line with its broad goals and objectives while keeping in tune to emerging trends.

Elohim Foundation therefore is a system-based organisation with a history of best practices rooted through its dynamic operational policies and regulations, providing evidenced based services to a wide range of clients across Nigeria using dynamic strategic approaches such as partnerships, social movements, advocacy, right based approach, inclusivity, evidence based, research and conferencing.

GOAL

To contribute to the sustainability of the human community through eradication and impact mitigation of conflict and socio-economic challenges while promoting human capacity development.

VISION

Intact family for Sustainable human society.

MISSION

To provide intervention services that addresses the challenges of conflict and sustainable human society, through people centred approaches in both development and humanitarian setting.

Document Control

The Head, Legal Office will be responsible for the periodic review of this document. Report on implementation and challenges back to Board after 18 months.

Document Responsibility

Title	Intellectual Assets Policy
Directorate	Director(s) General
Unit	Board, Strategy and Legal Affairs (BSLA) Unit
Manager	Head, Legal Office
Applicable to	Elohim Foundation staff, external consultants, partners, and collaborators

Document Revision History

Version	Endorsed By	Meeting Reference	Date Endorsed	Approved By	Meeting Reference	Date Approved	Effective Date	Sections Modified
1	Integrated Leadership Management Group	Online via email	31-Oct-23	Common Board of Trustees	CB11-ID3	18-Aug 26	1- Aug 26	New Policy

1. Purpose

This policy sets out the framework and principles for managing intellectual assets used, developed, or acquired by the Center for International Forestry Research and the International Centre for Research in Agroforestry each a "Centre" and collectively the "Centres" in pursuit of their mission and objectives.

2. Scope

2.1 This policy applies to all intellectual assets used, developed, or acquired by Elohim Foundation

2.2 This policy applies to all activities, programs, and offices of Elohim Foundation

2.3 This policy applies to all staff, as well as all other persons participating in the Centres' research projects and activities (herein "covered persons").

3. Definitions

3.1 **Genetic Resources:** genetic material of actual or potential value; genetic material means any material of plant, animal, microbial or other origin containing functional units of heredity.

3.2 **Intellectual Assets**: any output, results, or products of research and development activities, creative or inventive endeavors, or operational endeavors of any nature whatsoever, by a Centre or a collaboration involving a Centre (including, but not limited to, knowledge, publications and other information products, databases, improved germplasm, technologies, inventions, know-how, processes, software, distinctive signs, and data), whether or not protected by Intellectual Property Rights under any law.

3.3 **Intellectual Property Rights:** The proprietary rights that exist or may be granted for any intellectual asset that is capable of protection under any law in a relevant jurisdiction, whether or not such rights are registered.

3.4 **Research Agreement:** Any type of agreement between Elohim Foundation and an external party, including a funding agency, concerning research and development, which could result in Intellectual Assets being created by the center's. This includes, but is not limited to, all donorships, partnerships, and collaborations with third parties.

3.5 **Staff:** A person appointed by Elohim Foundation as regular or other staff as governed by the Human Resources Policies Manual

3.6 **Scholarly Works:** All copyright works which are the outputs of academic Staff, partners, consultants, and collaborators, including Research, creative and other outputs in area(s) of their expertise.

4. Guiding principles:

4.1 Elohim Foundation view their intellectual assets as "International Public Goods" (IPGs) and, consistent with this policy, shall take steps to ensure they are as widely available and accessible as possible, in line with the principles of unrestricted public access and maximum possible impact to the advantage of target beneficiaries.

4.2 Elohim Foundation shall take steps to ensure that they are fully compliant with all applicable national laws, regulations, international treaties and conventions, and shall, to the greatest extent possible and applicable, apply international best practices on the management of intellectual assets as they relate to Elohim Foundation activities and programs.

4.3 As members of Elohim Foundation shall comply with the Elohim Foundation Principles on the Management of Intellectual Assets Elohim Foundation Accordingly, Elohim Foundation shall manage their respective intellectual assets and IP Rights with integrity, fairness, equity, responsibility, and accountability, wherever they operate.

4.4 The Centres recognize the importance of intellectual freedom and autonomy in the creation, use, and dissemination of scholarly works, while adhering to intellectual integrity, sensitivity to conflict of interest, and respect for ethical principles pertaining to research.

4.5 The Centres acknowledge the importance and necessity of partnerships and shall forge, leverage, and foster strategic partnerships with public and private sector partners so as to drive innovation, valorize research outputs, and gain access to novel technologies and innovative products and process, while realizing meaningful impact for the benefit of our beneficiaries.

4.6 The Centres shall take steps to prevent violation of any applicable law or contractual agreement when intellectual assets owned or managed by the Centres are accessed by collaborators, funders, or any other parties external to the Centres.

5. Ownership

5.1 All rights, titles and interest in any intellectual asset, including without limitation any material produced and invention developed by any covered person in the course of their employment by or engagement with the Centres, shall vest in Elohim Foundation

5.2 The Centres shall comply with applicable copyright laws, and in all cases will respect and protect the moral rights of authors of copyrighted works not requiring individuals to waive their moral rights as a condition of employment, engagement, or funding.

5.3 The ownership of IA generated under research agreements between the Centres and other parties will be specified in the respective agreements. The Centres shall seek or retain sufficient control over such IA in the form of ownership or license to remain aligned to the mission and objectives of the Centres. Exceptions must be approved by the Directors General.

5.4 Where a Centre is providing a service to a user, the Centre shall own any intellectual assets generated through the service, unless provided otherwise in a contractual agreement entered by the parties.

5.5 The Centres shall own and shall take appropriate steps to protect and monitor all brands identifying the Centres ("Core Brands"), while branding associated with projects, as well as output from projects, shall be developed, owned, protected, and managed consistently with this policy and with any applicable research agreement.

6. Partnerships and Third Party IPR

6.1 The Centres may enter into restricted use agreements for the acquisition and use of third-party IP which restricts the global accessibility of any further IP that may result from the use of such third-Party IP ("Restricted Use Agreements"), provided that:

(a) they are, to the best of their knowledge, unable to acquire equivalent intellectual asset from other sources under less restrictive conditions;

(b) the resulting IP from such arrangements will further the Centres' mission and objectives and will eventually benefit the public, the resource poor farmers, and/or the environment; and

(c) such third-party intellectual assets are only used in relation to, or incorporated into, such intended products/services.

6.2 Elohim Foundation shall safeguard the IPRs and confidential information of their partners, collaborators and other third parties as required in any Research Agreement or other contract through application of legal or commonly accepted standards.

7. Intellectual Asset Management

7.1 The Centres may seek protection of its IP so long as such protection is aligned to the mission and objectives of the Centres, and so long as such protection:

(a) is expected to increase public access and maximize or optimize impact on resource poor farmers and the environment;
(b) is necessary to support partnerships with organizations with similar objectives and mission; or
(c) facilitates transfer of technology, or facilitates valorization and improvement of the IP, in a manner that ultimately benefits the public.

7.2 Elohim Foundation do not view its IA as a means of generating financial returns. However, the Centres may:
(a) enter Limited Exclusivity Agreements as provided in the CGIAR IA Principles; and
(b) charge reasonable fees, beyond actual costs and processing fees, in return for providing access to its IA, wherein such fees may be used to support sustainability of innovation at the Centres, so long as charging such fees remains consistent with the mission of the Centres and the principles of this Policy.

7.3 To the extent that financial returns are generated from IP at the Centres, they will be used in support of activities and projects that are fully compatible with the mandate and mission of the Centres.

7.4 All Intellectual Assets shall be properly documented and regularly monitored, including for the following:
(a) that maintenance of any IPR associated with the IA remains up to date, including payment of any necessary fees for such maintenance;
(b) that maintaining any IPR associated with the IA remains consistent with this Policy;
(c) that use of the IA by third parties remains appropriate and consistent with this Policy; and
(d) that the IA remains accurately documented and reported, as required by this Policy.

7.5 Intellectual Assets that are the object of Limited Exclusivity Agreements shall be listed in an Exclusive Rights Register that describes the asset, the nature of the exclusive right agreement, the beneficiary, the duration of the agreement, and any corresponding fee.

7.6 For avoidance of doubt, Section 7.1, 7.2, and 7.3 do not apply to Plant Genetic Resources for Food and Agriculture (PGRFA) held-in trust by the centers for the global community pursuant to the agreement signed with the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) on 16 October 2006, for which facilitated access shall be provided.

8. Reporting

8.1 The Centres shall by end of August of every year, report to the Common Board of Trustees on implementation and management of IP in the preceding year.

8.2 In accordance with their obligations as Elohim Foundation shall prepare each year, a Board-certified report on the implementation of the IA Policy in the preceding year, in accordance with the CGIAR IA Principles.

9. Roles and Responsibilities

9.1 **The Common Board of Trustees:** the Board shall review and approve the annual intellectual asset report.

9.2 **Directors General**
(a) Continuously assess the extent of Centre compliance with the provisions of this Policy.
(b) Review and approval requests for exceptions to this Policy.
(c) Review, approve and implement the provisions of this Policy.

9.3 **Directors, Country Representatives, Heads of Units, & Theme Leaders**

(a) Participate in activities to build awareness of and compliance to this Policy by staff.

(b) Report any known breach of the Policy or suspicion of prohibited transactions to the Internal Audit Unit.

(c) Follow applicable internal procedures, as provided in IA Management Guidelines, for the disclosure of all discoveries, inventions, and new intellectual asset releases by staff.

9.4 **Legal Office**

(a) Review all agreements including confidentiality, partnership, collaboration, development, licensing, distribution, material transfer agreements, employment contracts, and grants with third parties to ensure that they comply with the provisions of this policy.

(b) Review disclosures of inventions and other IA from Staff and determine, in collaboration with relevant Staff, whether to pursue protection of the IA.

(c) Ensure that proper intellectual asset records are maintained.

(d) Ensure that all Intellectual Assets pertaining to branding and to the brands of the Centres are appropriately protected and managed.

(e) Negotiate and make efforts to pre-empt IP claims with third parties.

(f) Ensure the center complies with all intellectual property terms set out in agreements with third parties in so far as they are not inconsistent with the terms of this Policy.

(g) Ensure that the intellectual assets generated by staff, visiting scientists, consultants, interns, students, and any other person operating on their behalf are owned by the Center.

(h) Conduct proper due diligence on matters of intellectual property rights prior to binding the Center.

(i) Prepare and submit center intellectual assets reports to the Elohim Foundation by end of February of each year as required by the IA Principles.

9.5 **Staff**

(a) Upon appointment or engagement, staff members must declare any existing IP, created prior to their appointment or enrolment, and which they wish to exclude from the application of this Policy.

(b) Staff members are required to notify the Legal Office of their inventions or other IA so that protection of IPR can be considered; the timing and format of such notification is provided in IA Management Guidelines, but in all cases is required prior to any disclosure of the invention or related information that poses a risk to their protection.

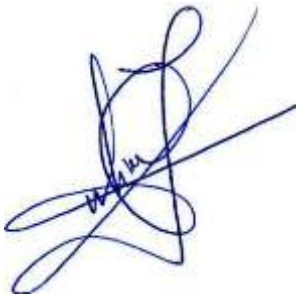
10. Implementation and Review

10.1 This policy applies retroactively to intellectual assets existing at the time of its adoption.

10.2 This policy will be reviewed every three years or earlier if required by the Legal Office.

APPROVED BY:





Mrs. Ngozi Obilor
President Board of Trustees.

Dr. Ibecheole, Julius PMD. NES.
Chief Executive Officer/Founder