**Annex II** **Sample of the Intellectual Property Clauses Applicants will have to abide by when signing a PBA**

**6.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

6.1 This is a project of the UNCDF, and as such, UNCDF is custodian of copyright, patents and other proprietary rights on behalf of the project. Except as is otherwise expressly provided in writing in the Agreement, the UNCDF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Recipient Institution has developed for the UNCDF under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and the Recipient Institution acknowledges and agrees that such products, documents and other materials constitute works made for the UNCDF. In line with the public good nature of the Technical Assistance, UNCDF will place all the deliverables specified in the public domain with the intent that they can and should be freely and widely used by other parties and the RECIPIENT INSTITUTION shall not be excluded from the ability to use such deliverables on the same basis as other external parties.

6.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Recipient Institution: (i) that pre-existed the performance by the Recipient Institution of its obligations under the Agreement, or (ii) that the Recipient Institution may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the UNCDF does not and shall not claim any ownership interest thereto, and the Recipient Institution grants to the UNCDF a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.

6.3 At the request of the UNCDF; the Recipient Institution shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNCDF in compliance with the requirements of the applicable law and of the Agreement.

6.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Recipient Institution under the Agreement shall be the property of the UNCDF, shall be made available for use or inspection by the UNCDF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNCDF authorized officials on completion of work under the Agreement.