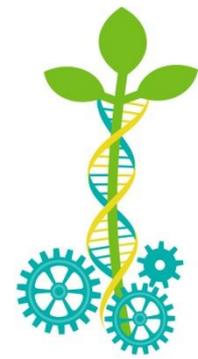




Transparency;
PVR's under patent in Europe (PINTO)
database

Marian Suelmann
Chair CIPR

Brussels, 24 June, 2015





Freedom to operate
in the field of crossing and selection



ESA ACTIVITIES



🌱 Raising the bar

🌱 Improving transparency → by creating a unique database that direct links a plant variety with the associated patent



Which varieties?

A Capsicum annum plant comprising a high level of lycopene conferring thrips resistance wherein the lycopene level is controlled by a mutation and wherein the mutation is a deletion on position Y in gene X.



Which varieties?

A Capsicum annum plant comprising a high level of lycopene conferring thrips resistance wherein the lycopene level is controlled by a genetic determinant that is as found in plants grown from seeds which are deposited with the NCIMB under deposit number NCIMB 99999, and wherein the level of lycopene is at least 3 times higher, when compared to the lycopene level in a plant not comprising said genetic determinant that is grown under the same conditions.



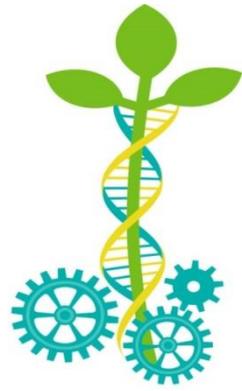
Which varieties?

A Capsicum annum plant comprising a high level of lycopene conferring thrips resistance wherein the lycopene level is controlled by a genetic determinant that is as found in plants grown from seeds which are deposited with the NCIMB under deposit number NCIMB 99999.

Patent **IN**formation and **T**ransparency **O**n-line



PINTO - Content



Crops	Entries	Patents
18	1002	29



PINTO



- launched: July 1, 2013
- database open to the public
- accessible from www.euroseeds.eu
- already over 494 registered users
- updates every 6 months – last: 1 January, 2015



Search



Oilseed rape (Brassica napus L.)

Results  Save your search  Export					
Species	Variety denomination	Patent number	Patent title	Patent holder	Report error
Oilseed rape (Brassica napus L.)	Bonzzai	EP0784424	Cytoplasmic male sterility system producing canola hybrids	Institut National de la Recherche Agronomique	
Oilseed rape (Brassica napus L.)	Bonzzai	EP1198577	Mutant gene of the GRAS family and plants with reduced development containing said mutant gene	Institut National de la Recherche Agronomique	
Oilseed rape (Brassica napus L.)	Brizzlo	EP0784424	Cytoplasmic male sterility system producing canola hybrids	Institut National de la Recherche Agronomique	
Oilseed rape (Brassica napus L.)	Bonanza	EP0784424	Cytoplasmic male sterility system producing canola hybrids	Institut National de la Recherche Agronomique	
Oilseed rape (Brassica napus L.)	Sensation	EP0784424	Cytoplasmic male sterility system producing canola hybrids	Institut National de la Recherche Agronomique	
Oilseed rape (Brassica napus L.)	Balzzac	EP0784424	Cytoplasmic male sterility system producing canola hybrids	Institut National de la Recherche Agronomique	
Oilseed rape (Brassica napus L.)	Galacti	EP0784424	Cytoplasmic male sterility system producing canola hybrids	Institut National de la Recherche Agronomique	
Oilseed rape (Brassica napus L.)	Codisera	EP0784424	Cytoplasmic male sterility system producing canola hybrids	Institut National de la Recherche Agronomique	
Oilseed rape (Brassica napus L.)	Citizen	EP2179643	Method of Producing Double Low Restorer Lines of Brassica Napus Having a Good Agronomic Value	Institut National de la Recherche Agronomique	
Oilseed rape (Brassica napus L.)	Facile	EP1198577	Mutant gene of the GRAS family and plants with reduced development containing said mutant gene	Institut National de la Recherche Agronomique	

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I. Background

PINTO has been created with the aim of improving transparency regarding information on patents in relation to plant varieties to facilitate the assessment of the "Freedom to operate" for intended breeding programs. Although there are many publicly accessible patent databases the specific information in PINTO providing a link between a plant variety and patent(s) or patent application(s) is currently not available elsewhere and constitutes therefore the core element of PINTO.

Currently the scope of PINTO covers plant varieties commercialized in the European Economic Area (EU and EFTA countries) but may also include plant varieties that are registered in the EU and/or EFTA countries while not being commercialized in those countries. Further on, the patent information regarding the plant varieties that are included in PINTO is provided by the owners of the plant varieties on a voluntary basis. Therefore, not all plant varieties that may be covered by patents are included in PINTO and it should therefore never be considered as complete and exhaustive. Extension of the geographical scope to other countries, continents will be considered in the future. As to the material scope, PINTO not only includes plant varieties in relation to granted patents but also those in relation to published [patent applications](#).

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