

Agreement on Scientific and Technological Cooperation

between

The Shanghai Academy of Agricultural Sciences, China

and

The Council for Agricultural Research and Economics, Italy

The Shanghai Academy of Agricultural Sciences, China (hereinafter referred to as "SAAS"), established under the laws of China, with legal office in Fengxian, Shanghai, Jinqi Road No. 1000, China, represented by its legal representative Dr. Youming Cai.

and

The Council for Agricultural Research and Economics, Italy (hereinafter referred to as "CREA"), established under the laws of Italy, with legal office in Rome, via Po 14, represented by its legal representative Dr. Salvatore Parlato,

hereinafter referred to as "**The Parties**";

CONSIDERING that SAAS is a research organization of China, affiliated to the government of Shanghai, and conducts fundamental and applied research and development on breeding and culture technique related to various plant species (such as fruits, vegetables, flowers) and animal husbandry;

CONSIDERING that CREA is a research organization supervised by the Italian Ministry of Agricultural, Food and Forestry Policies, and has overall competence in the areas of agriculture, food, agroindustry, fisheries, forestry and animal husbandry;

CONSIDERING that both SAAS and CREA are involved in a broad range of scientific fields of common interest, including Research and Development (R&D) on fruit germplasm resources related to peach, pear, grape, loquat, citrus and strawberry, collectively, but not exclusively hereinafter referred to as "agricultural science and technology" with a view to solving major scientific, technical and social problems in the agricultural sector;

BEING AWARE of the rapid expansion of scientific knowledge and its positive contribution in promoting bilateral and international cooperation;

WISHING to broaden the scope of scientific and technological cooperation in a number of areas of common interest through the creation of a productive partnership for mutual benefits;

NOTING that such cooperation and the application of the results of such cooperation will contribute to the economic and social development of China and Italy;

WISHING to establish a formal framework to implement the overall cooperative activities that will strengthen scientific cooperation between the Parties;

HAVE AGREED AS FOLLOWS

Article 1-PURPOSE

1. The Parties shall encourage, develop and facilitate cooperative activities under this Agreement in the areas of agricultural science and technology, in accordance with this Agreement and the laws and regulations of both Parties.

Article 2 • PRINCIPLES

1. The cooperative activities under this Agreement shall be carried out on the basis of the following principles:

- Mutual and equitable contributions and benefits;
- Mutual access of the research and technological development programs, projects and facilities of each Party by visiting researchers of the other Party;
- Timely exchange of information which may concern cooperative activities;
- Promotion of a knowledge-based society for the benefit of an economic and social development of the countries; and
- Protection of intellectual property rights in accordance with Annex I of this Agreement.

Article 3-COOPERATIVE ACTIVITIES

1. The cooperative activities under this Agreement may include:

- Meetings of various forms, including those of experts, to discuss and exchange information on agriculture scientific and technological topics of a general or specific nature and to identify research and development projects and programs that may be undertaken on a cooperative basis;
- Exchange of information on activities, policies, practices, laws and regulations concerning agriculture research and development;
- Visits and exchanges of scientists, technical personnel and other experts on general or specific subjects;
- Implementation of cooperative projects and programs which may be decided upon by the Joint Committee, referred to in Article 5 in accordance with the respective laws and regulations of the Parties; and
- Other forms of activities in the areas of agricultural science and technology, which may be decided upon by the Joint Committee, referred to in Article 5 in accordance with the respective laws and regulations of the Parties.

2. The cooperative research activities will be focused initially in the field of horticulture and design of agricultural engineering and in other related fields, such as, biotechnology, seed propagation system and agricultural machinery.

Article 4-IMPLEMENTATION AND FUNDING

1. Arrangements for implementation , which set forth the details and procedures of cooperative activities under this Agreement, may be concluded between the Parties.
2. Implementation of this Agreement shall be subject to the availability of appropriated funds and the applicable laws and regulations of each party.
3. Each Party shall cover the costs of its participation to the joint activities. The activities set up by this Agreement subject to the availability of funds and personnel and to the laws and norms in the respective Countries

Article 5 - JOINT COMMITTEE

1. For the purpose of ensuring the effective implementation of this Agreement, the Parties shall establish a Joint Committee on Scientific and Technological Cooperation (hereinafter referred to as "the Joint Committee"). The Joint Committee shall consist of two ~~(o modificare a seconda delle esigenze)~~ official representatives of each Party and shall be co-chaired by the representatives of both Parties. The Joint Committee shall establish its own rules of procedure by mutual consent.

2. The functions of the Joint Committee shall be:

- Exchanging views and information on scientific and technological policy issues;
- Reviewing and discussing the cooperative activities and accomplishments under this Agreement;
- Making recommendations to the Parties with regard to the implementation of

this Agreement, which may include the identification and proposal of the cooperative activities hereunder and the encouragement of their implementation;

- Providing an annual report to the Parties on the status, the achievements and the effectiveness of the cooperative activities under this Agreement. The report shall be written in English;
 - Delegating the implementation of scientific and technological cooperative activities of the Parties to specific institutions for direct implementation or support of scientific and technological cooperative activities between the Parties in accordance with respective laws and regulations of the Parties;
3. Decisions of the Joint Committee shall be reached by mutual consent.
 4. The expenses of participant for the meetings of the Joint Committee, such as travel costs and accommodation shall be borne by the Parties to whom they relate. Any other costs associated with these meetings shall be borne by the host Party.
 5. The Joint Committee shall meet alternately in China and Italy with the time of the meetings arranged upon mutual agreement, preferably annually.
 6. Face to face meetings can be replaced by teleconferencing systems if agreed by the Parties.

Article 6 -INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

1. Scientific and technological information of a non-proprietary nature arising from direct cooperative activities may be made available to the public by either Party through customary channels and in accordance with its general procedures.
2. Intellectual property rights and other proprietary rights created or introduced in the course of the cooperative activities under this Agreement shall be treated in accordance with the provisions of Annex I of this Agreement.

Article 7 Research Material Transfer Agreement

In case the transfer of research materials is required for collaboration activities to be carried out within this Agreement, such materials may be transferred in accordance with laws and regulations in force in the countries of the Parties and shall be governed through separate Material Transfer Agreements concluded between the Parties and/or enterprises, institutions and economic agents from the two countries subject to approval by the Parties.

Article 8-DISPUTE SETTLEMENT

1. All questions or disputes related to the interpretation or implementation of this

Agreement shall be settled by consultation between the Parties.

Article 9-ANNEXES

1. Annex I on intellectual property rights constitutes an integral part of this Agreement.

Article 10-ENTRY INTO FORCE AND TERMINATION

1. This Agreement takes effect on the date the authorized representative of last Party affixes his/her signature. The Parties shall inform each other of the completion of such procedures through written notice.

2. This Agreement shall remain in force for 5 years and shall be extended by written agreement between the Parties, to be communicated at least three months before the expiration date.. The renewal will agree with the signing of a new agreement.

3. This Agreement may be terminated through written notice, at least six months in advance to the other Party.

4. This Agreement may be amended with the mutual consent of the Parties through the exchange of written notes after consultation. Amendments shall enter into force following the same procedure as mentioned in paragraph 1, except as otherwise agreed by the Parties.

5. The termination of this Agreement shall be without prejudice to the cooperative activities undertaken under this Agreement and not fully executed at the time of the termination of this Agreement or to any specific rights and obligations that have accrued in compliance with the Annexes to this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by the Shanghai Academy of Agricultural Sciences and the Council for Agricultural Research and Economics respectively, have signed this Agreement.

DONE in duplicate at Rome on 27 June 2016, in English.

For the,

Shanghai Academy of Agriculture
Sciences

Dr. 
Legal representative of SAAS

Dr. Zhengwen Ye
Scientific representative

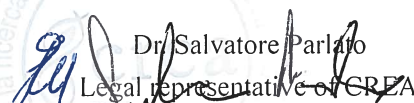


Date(dd/mm/yy)

Place

For the,

Council for Agricultural Research and Economics


Dr. Salvatore Parlato
Legal representative of CREA

Dr. Ignazio Verde
Scientific representative



Date(dd/mm/yy)

25 NOV. 2016

Place

Annex I

Principles concerning the allocation of intellectual property rights

1. DEFINITION

For the purpose of this Agreement, "intellectual property" shall have the meaning given in Article 2 of the Convention establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967.

2. INTELLECTUAL PROPERTY RIGHTS OF THE PARTIES IN DIRECT COOPERATIVE ACTIVITIES

A. Except if otherwise specifically agreed by the Parties, the following rules shall apply to intellectual property rights, except copyrights and related rights, generated by the Parties in the course of cooperative activities carried out under this Agreement:

a. The Party generating intellectual property shall have full ownership. In case the intellectual property has been jointly generated and the respective share of the work by the two Parties cannot be ascertained, the Parties shall have joint ownership of the intellectual property;

b. The Party owning the intellectual property shall grant the other Party the access rights to carry out any direct cooperative activities. Such access rights shall be granted on a royalty-free basis.

B. Except if otherwise specifically agreed by the Parties, the following rules shall apply to **copyrights** and related rights of the Parties:

a. When a Party publishes scientific and technical data, information or results by means of journals, articles, reports, books or in other forms, including video tapes and software, arising from and relating to cooperative activities under this Agreement, the Party shall make utmost efforts to obtain, for the other Party, non-exclusive, irrevocable, royaltyfree licences in all countries where copyright protection is available, in order to translate, reproduce, adapt, transmit and publicly distribute such works;

b. All publicly distributed copies of a copyrighted work under the provisions of paragraph B.a. shall indicate the name(s) of the author(s) of the work unless the author(s) explicitly declines to be named. They shall also display a clearly visible acknowledgement of the cooperative support of the Parties.

C. Except if otherwise specifically agreed by the Parties, the following rules shall apply to the **undisclosed information** of the Parties:

a. When communicating to the other Party on the information necessary to carry out direct cooperative activities, each Party shall identify the information which it wishes to remain undisclosed;

b. The Party receiving the information may, under its own responsibility, communicate undisclosed information to its agencies or persons employed through these agencies for the specific purposes of implementing this Agreement;

c. With the prior written consent of the Party providing the undisclosed information, the other Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph C.b. The Parties shall cooperate with each other in developing procedures to request and obtain prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its laws and regulations;

d. Information arising from seminars, meetings, assignments of staff and of the use of facilities arranged under this Agreement shall remain confidential when the recipient of such information is requested by its provider to protect its confidential or privileged character at the time such communication is made, according to paragraph C.a.;

e. If one Party becomes aware that it will be, or may be reasonably expected to become, unable to meet the restrictions and conditions of dissemination of Article C, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.