

Memorandum of Agreement (MOA)

on

Scientific & Technological Cooperation

between the

Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria

(CREA)

(The Italian Republic)

and the

Institute of Plant Nutrition and Resources, Beijing Academy of

Agricultural and Forestry Sciences (BAAFS)

(The People's Republic of China)

This Memorandum of Agreement (hereinafter also referred to as the "Memorandum" or MOA) is between the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Council for Agricultural Research and Economics), a public non-profit research organization with legal office in Rome, Italy, via Po 14, 00198, and represented by its Special Commissioner and Legal Representative Dr. Gian Luca Calvi and the Institute of Plant Nutrition and Resources, Beijing Academy of Agricultural and Forestry Sciences (BAAFS), a non-profit research organization, with legal venue in Beijing, China, 11 Shuguang Garden Centre Rd, Haidian 100097, and represented by President and Legal Representative Prof. Chenggui, Li, hereinafter also referred to as "The Parties";

PURSUANT TO the prevailing laws and regulations in their respective Countries;

CONSIDERING that the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (CREA), hereinafter also referred to as "CREA", is the main research organization of the Italian Republic in the fields of agriculture, agroindustry, food,

fishery and forestry, rural development and economics research, that promotes and conducts fundamental, applied and development research on a broad range of knowledge areas;

CONSIDERING that CREA Centro di ricerca Orticoltura e Florovivaismo (Research Centre for Vegetable and Ornamental Crops), hereinafter also referred to as “CREA-OF” is a research Centre of CREA specifically operating in the sector of vegetable and ornamental crops;

CONSIDERING that Beijing Academy of Agricultural and Forestry Sciences (BAAFS), hereinafter also referred to as “BAAFS”, is the main research organization of Beijing City, the People’s Republic of China, in the fields of agriculture, agricultural informatization, livestock, fishery and forestry, that promotes and conducts fundamental, applied and development research on a broad range of knowledge areas;

CONSIDERING that the Institute of Plant Nutrition and Resources of BAAFS is an Institute of BAAFS specifically operating in the sector of plant nutrition and environmental protection;

AWARE OF the significant role of agriculture, agroindustry, food, fishery and forestry, rural development and economics research in the economic development of the two Countries;

AIMING TO promote economic, scientific and technological cooperation between the two countries in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research;

CONSIDERING that both CREA-OF and the Institute of Plant Nutrition and Resources are involved in a broad range of scientific fields of common interest, including plant nutrition, plant modelling, precision agriculture, biotechnologies, environmental resources, food quality, but not exclusively hereinafter referred to as “agricultural science and technology”;

TAKING INTO ACCOUNT the importance of strengthening cooperation between Organizations and Institutions involved in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research of the two Countries;

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

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

WHEREAS the goal of this MOA is to promote the collaborative relationship in agricultural research and cooperation, and other related matters between CREA-OF and the Institute of Plant Nutrition and Resources in order to contribute to the social well-being and economic development of the regions served by the respective Institutions;

WHEREAS there is a common interest for Italy and China to promote the relationship between CREA and BAAFS in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research;

WHEREAS CREA and BAAFS could be joint partners in the application for potential cooperation projects and collaborative research activities on agriculture, agroindustry, food, fishery and forestry, rural development and economics research;

WHEREAS CREA and BAAFS have mutual interest in fostering further collaboration in the research on plant nutrition of vegetable and ornamental crops and agree that there is a need for a MOA under which detailed joint work plans will be developed and implemented in the coming years;

NOW THEREFORE, CREA and BAAFS, inspired by their common objectives to further promote and accelerate agricultural and economic research, have entered into this MOA under the terms and conditions set forth in the following articles:

Article 1 **Purpose**

This Memorandum is a statement of intent. The Parties do not intend this MOA to be legally binding.

The main purpose of this Memorandum is to promote and encourage economic, scientific and technical cooperation between CREA and BAAFS, their research Institutes or Centres in the field of agriculture.

The activities envisaged in this Memorandum will be implemented by the Parties under their exclusive competence and in accordance with their respective national laws and international obligations and - as far as the Italian Party is concerned - the obligations deriving from its being member of the European Union (EU).

The failure of the Parties to reach an agreement on the matters under negotiation shall neither expose either Party to any liability to the other Party nor give to any Party the right to claim damages whatsoever.

Article 2

Principles

The cooperative activities under this Memorandum 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 programmes, 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 the economic and social development of the Parties;

protection of intellectual property rights in accordance with Annex I of this Memorandum.

Article 3

Cooperative activities

The cooperative activities under this Agreement may include:

meetings of various forms, including those of experts, to discuss and exchange information on agricultural scientific and technological topics of a general or specific nature and to identify research and development projects and programmes that may be undertaken on a cooperative basis;

exchange of information on activities, policies, practices, laws and regulations concerning agricultural research and development;

Visits and exchanges of scientists, technical personnel and other experts on general or specific subjects;

implementation of cooperative projects and programmes 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;

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.

Article 4

Implementation of the Memorandum

Implementation of arrangements, which set forth the details and procedures of cooperative activities under this Agreement, may be concluded between the Parties.

The implementation of this Memorandum will be set out through specific, subsequent, executive agreements regulating cooperative projects and programmes in accordance with their respective national laws and international obligations and - as far as the Italian Party is concerned - the obligations deriving from its being member of the European Union (EU).

The Parties will decide on matters concerning the implementation of the provisions of the present Memorandum through meetings at technical level, unless otherwise agreed.

Each Party may delegate 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.

Aiming at assuring the fruitful implementation of collaboration, contacts and working sessions between the Parties will be carried out also in online conference.

Scientific and technological cooperative activities not based on specific agreements that have been encouraged, developed and facilitated by the Parties and have been commenced and not completed by the date of entry into force of this Agreement, shall be incorporated under this Agreement as of that date.

Article 5

Joint Committee

For the purpose of ensuring the effective implementation of this Memorandum, the Parties establish a Joint Committee on Scientific and Technological Cooperation (hereinafter referred to as "the Joint Committee").

Members of this Joint Committee will be Dr. Daniele Massa and Dr. Teodoro Cardì for the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Council for agricultural research and economics - Research Centre for Vegetable and ornamental Crops) and Professors Guoyuan Zou and Jungang Yang from the Institute of Plant Nutrition and Resources, Beijing Academy of Agricultural and Forestry Sciences.

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;

likewise, the Parties, through the Joint Committee, will promote the subscription of specific instruments of Cooperation per area of specialization, always related to the animal science field, especially those referred to production;

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 the English language.

Decisions of the Joint Committee shall be reached by mutual consent.

The expenses of participants to 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.

The Joint Committee shall meet alternately in Italy and China with the time of the meetings arranged upon mutual agreement, preferably annually, or by videoconferencing.

Article 6

Financial arrangement

This Memorandum is not a funds obligating document. By signing this Memorandum, the Parties are not bound to take any action or fund any initiative.

Each Party will cover the costs of its participation to the joint activities. The activities set up by this Memorandum are subject to the availability of funds and personnel and to the laws and norms in the respective Countries.

Any cost that may arise from the implementation of this Memorandum does not imply further additional expenses to the respective State budgets.

Implementation of this Agreement by subsequent specific arrangements referred to in article 4 shall be subject to the availability of appropriated funds and the applicable laws and regulations of each Party.

The costs of the cooperative activities under this Agreement shall be borne as decided upon by mutual consent.

Article 7

Information and intellectual property rights

Scientific and technological information having 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.

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 within the provisions of Annex I of this Memorandum, which constitutes an integral part of this Agreement.

Article 8

Research material transfer agreement

In case the transfer of research materials is required for collaboration activities to be carried out within this Memorandum, such materials may be transferred in accordance with laws and regulations in force in the countries of the Parties 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 9

Amendments

Any amendment to this Memorandum shall be made upon mutual consent of the Parties and in written form.

Article 10

Settlement of disputes

Any dispute arising out of the interpretation or implementation of this Memorandum shall be settled amicably through consultations and negotiations between the Parties.

This Memorandum shall not prejudice any rights and/or commitments of the Parties resulting from any other bilateral or multilateral international agreement concluded by the People's Republic of China and the Italian Republic or following their membership in international Organizations and in the European Union (EU) as far as the Italian Party is concerned.

The failure of the Parties to reach an agreement on the matters under negotiation shall neither expose either Party to any liability to the other Party nor give to any Party the right to claim damages whatsoever.

Article 11

Confidentiality

Each Party shall undertake to observe the status of confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Memorandum or any other agreements made pursuant to this Memorandum.

The Parties agree that the provision of this Article shall continue to be binding for 3 (three) years for the Parties after the termination of this Memorandum.

The provision of this Article shall not prejudice the prevailing laws and regulations of the Parties.

Article 12

Entry into force and duration

This MOA shall take effect on the date the authorized representative of the last party affixes his/her signature and shall remain valid for five (5) years. The MOA may be terminated earlier when one of the parties notifies the other in writing of its intention to terminate the MOA, in which case the MOA will terminate six months from the date of such notification.

Unless otherwise decided by the Parties, the termination of the Memorandum will not affect existing programs or programs which are under implementation.

An extension of the provisions of this MOA will take the form of a new signed Agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (CREA) and the Beijing Academy of Agricultural and Forestry Sciences (BAAFS) respectively, have signed this Agreement.

Beijing Academy of Agricultural and
Forestry Sciences (BAAFS)

Prof, Chenggui Li

Firmato
President

Date **2020/09/29**
Place **Beijing China**

Consiglio per la ricerca in agricoltura e l'analisi
dell'economia agraria (CREA)

Dr. Gian Luca Calvi

Firmato
Special Commissioner

Date **12/05/2020**
Place **Roma**

Annex I

Memorandum of Agreement CREA/BAAFS

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 Organisation, signed 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, royalty-free licenses 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 2.C., it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.