

MEMORANDUM OF AGREEMENT
ON
SCIENTIFIC AND TECHNOLOGICAL COOPERATION
Between
Council for Agricultural Research and Economics (CREA)
and
China Agricultural University (CAU)

The Council for Agricultural Research and Economics (hereinafter referred to as “CREA”), a non-profit public research organization with Legal venue in Via Po, 14, Roma, Italy and represented by Special Commissioner and Legal Representative of CREA Dr. Salvatore Parlato,

And

The China Agricultural University (hereinafter referred to as “CAU”), a non-profit organization, with principal offices in Beijing, China and represented in this MOA by its Vice President, Dr. Zhaohu Li,

WHEREAS CREA is the largest agriculture research institution in Italy, operating under the supervision of the Ministry of Agricultural, Food and Forestry Policies, with overall scientific competence in the areas of agriculture, food, agro-industry, fisheries, forestry and economics.

WHEREAS CREA acts through many research and innovation structures distributed throughout national territory and employs more than 1700 people including researchers, technical and administrative staff.

WHEREAS CAU is one of the top ranked key national universities in China, directly subordinated to the Ministry of Education of Public Republic of China, covering a broad spectrum of educational areas in the field of agronomy and biotechnology, animal science and technology, food science and nutritional engineering, agricultural economics, agricultural engineering.

CONSIDERING that both CREA and CAU are involved in a broad range of scientific fields of common interest.

CONSIDERING that CREA and CAU signed a Memorandum of Agreement on the research for Rice development on 4 January 2010.

BEING AWARE of the rapid expansion of scientific knowledge and its positive contribution in



promoting multilateral and international cooperation.

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

WHEREAS, CREA and CAU have mutual interest in fostering further collaboration to meet the requirement above for both countries and agree that there is a need for a MOA under which detailed joint work plans will be developed and implemented.

AGREE ON THE FOLLOWING

Article I. Purpose

The purpose of this MOA is to further strengthen collaboration in fundamental and applied research on agricultural and economics science between CREA and CAU by promoting and supporting their researchers in research areas of mutual interest on a basis of equality and mutual benefit.

Article II. AREAS OF COOPERATION

In order to further develop the partnership between researchers and research Centres, the two Parties agree in principle that they will promote relationship and exchange on scientific and technological information with a view to promoting scientific cooperation in the agriculture, food, agroindustry, fisheries, forestry and economics fields.

Cooperation under this Agreement may include:

1. Joint Research in the fields of common interest;
2. Exchange of excellent scientific researchers and technicians, individual visits and training;
3. Exchange of information and knowledge of mutual interest;
4. Joint application for international funds for the implementation of future research projects.

Both Parties, by mutual consent and through subsequent implementation agreements, shall decide the detailed forms of cooperation by defining topics, capacity and effectiveness for such cooperation and the level of available financial resources of the joint initiatives as well as the scientists involved.

Article III. Financial Arrangement

Each Party shall 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.

Article IV – Information and Intellectual property right

Scientific and technological information having non-proprietary nature arising from direct cooperative activities may be made available to the public by either Parties through customary channels and in accordance with its general procedures.

Intellectual property rights shall belong to the researcher/s and/or the researcher's employing institutions. The ownership belongs to the inventive Party, but the other Party shall be informed before filing a patent application.

It is also agreed that all outcomes of CREA-CAU joint research activities including all intellectual



property rights (IPR) will be defined in accordance within the prevision of Annex I of this MOA by written addendum.

Article V. 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 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 VI. Amendments

Any amendment to this MOA shall be made in writing after consultation and by mutual consent of the Parties.

Article VII. Other Matters

Administrative procedures and implementation details not stipulated in this Agreement will be provided separately in the implementation Agreement via correspondence.

Article VIII. Observance of Regulations

Participating researchers abide by the laws of the receiving country and regulations of the host institutions.

Article IX. 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.

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

IN WITNESS WHEREOF, the Parties hereunto have affixed their signatures on the dates and places indicated below.

For the,

China Agricultural University

(CAU)

Dr. Zhaohu Li

Vice President

For the,

Council for Agricultural Research and Economics

(CREA)

Dr. Salvatore Parlato

Special Commissioner

Date(dd/mm/yy)

Date(dd/mm/yy)

Place

Place



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, 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, royalty-free 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 3. 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.