

**MEMORANDUM OF AGREEMENT
ON THE RESEARCH FOR RICE DEVELOPMENT**

Between

Council for Agricultural Research and Economics

And

China Agricultural University

This Memorandum of Agreement (MOA) is between the Council for Agricultural Research and Economics (CREA) - acting through its two research Centres Rice Research Unit (CREA-RIS), and Genomics Research Center (CREA-GPG), a non-profit research organization with Legal venue in via Po 14, 00198, Rome, Italy and represented in this MOA by Dr. Salvatore Parlato, Special Commissioner and Legal Representative of CREA, hereafter referred to as “CREA” and the China Agricultural University, a non-profit organization, with principal offices in Beijing, China and represented in this MOA by its Vice President, Prof. and Dr. Zhaohu Li, hereafter referred to as “CAU”.

WHEREAS, there is common interest for Italy and China to establish a sustainable, low input and highly productive farming system by developing new varieties and agronomy technologies in rice and other crops.

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

WHEREAS between CREA and CAU a Memorandum of Agreement on Scientific and Technological Cooperation is in force.

WHEREAS CREA and CAU could be joint partners in the application for potential cooperation projects and collaborative research activities on rice researches involving direct sowing, rice germplasm exchange, breeding and genomics for rice traits in 2016-2020.

WHEREAS CREA and CAU have mutual interest in fostering further collaboration in research on rice breeding, rice genomics and rice crop management to meet the objectives 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 in the coming years.

NOW THEREFORE, CREA and CAU, inspired by their common objectives to further promote and accelerate research on rice and rice-based farming systems for Italy and China, have entered into this MOA under the terms and conditions set forth in the following articles.



Article I AREAS OF COLLABORATION

In order to further develop the partnership between CREA and CAU, the two parties have agreed in principle to:

1. Exchange, evaluate and utilize target rice germplasm including varieties, advanced lines and intermediate generations.
2. Research jointly in rice breeding, rice genomics and rice crop management focusing on direct sowing, improved resource use efficiency, abiotic and biotic resistance, high productivity and quality and sustainability issues.
3. Engage in visits, training and exchange of scientists and technicians.
4. Joint application for international and national funds in Europe, in Italy and China for rice.

Any further development of the collaboration between CREA and CAU will be jointly evaluated following needs, interest, capacity and effectiveness for such collaboration of both parties, and the level of financial resources available for the implementation of the joint programme.

It is understood that specific CREA-CAU collaborative activities will be developed under this MOA and approved by the two parties.

Article II RESPONSIBILITIES OF EACH PARTY

CAU:

Within the collaboration plan (Article I) agreed upon by both parties and subject to available resources, personnel and budgetary limitations, CAU will:

1. Provide germplasm and breeding materials to CREA for breeding, genomics and crop management programmes in Italy.
2. Identify, evaluate and select germplasm and breeding materials supplied by CREA for breeding, genomics and crop management programmes in China.
3. Carry out joint research with CREA in breeding, genomics and crop management in China.
4. Invite CREA's scientist and technicians to visit CAU in short-term missions for joint working, training and meeting when it is needed and convenient.
5. Apply for China national funds like national natural scientific fund and national scientific ministry fund, etc. with CREA's scientists when it is needed and possible.
6. Entrust **Prof. Dingming Kang** as a coordinator within CAU with the CREA-CAU collaboration in rice.

CREA:

Within the collaboration plan (Article I) agreed upon by both parties and subject to available resources, personnel and budgetary limitations, CREA will:

1. Provide germplasm and breeding materials to CAU for breeding, genomics and crop management programmes in China.
2. Identify, evaluate and select germplasm and breeding materials supplied by CAU for breeding, genomics and crop management programmes in Italy.
3. Carry out joint research with CAU in breeding, genomics and crop management in Italy
4. Invite CAU's scientist and technicians to visit CREA in short term missions for joint working,



training and meeting when it is needed and convenient.

5. Apply for Italy national funds with CAU's scientists when it is needed and possible.

6. Entrust **Dr. Giampiero Valè** as a **coordinator within CREA** with the CREA-CAU collaboration in rice.

Article III

OWNERSHIP AND PUBLICATION OF RESULTS OF COOPERATIVE RESEARCH

Both parties agree that:

1. 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.

2. Subject to execution of Material Transfer Agreements (MTAs) and biosafety rules and regulations, germplasm, breeding materials, crop management technologies, or anything else included by written addendum, will be freely exchanged between CREA and CAU with due recognition for the sources of the seed material and technologies. Either party may use such materials or technologies to develop new germplasm or new technologies. The ownership belongs to the inventive Party, but will give full credit to its source of origin from the other Party.

3. Results of collaborative research will be jointly published in the public interest as mutually agreed upon.

4. 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 IV

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 shall 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 V

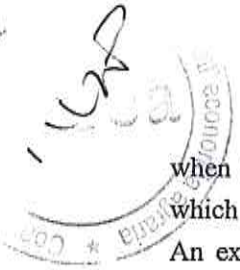
AMENDMENTS

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

Article VI

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.

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.