



Memorandum of Understanding (MOU)
on agricultural research and cooperation
between the
Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria
(CREA)
(The Italian Republic)
and the
Department of Science and Technology of Henan Province
(People's Republic of China)

This Memorandum of Understanding (hereinafter also referred to as the "Memorandum" or MOU) is between the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Council for Agricultural Research and Economics), a public and non-profit research organization with legal office in Rome, Italy, via della Navicella 2-4, 00184, and represented by Massimo Zaccardelli, research director, duly authorized by its President and Legal Representative Prof. Andrea Rocchi and the Department of Science and Technology of Henan Province, with legal venue in No. 27 Huayuan Road, Zhengzhou City, Henan Province, People's Republic of China and represented by Cheng Yan, Second Level Inspector, duly authorized, hereinafter also referred to as "The Participants";

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 (Council for Agricultural Research and Economics), 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, livestock, rural development and economics research, that promotes and conducts fundamental, applied and development research on a broad range of knowledge areas;

CONSIDERING that Department of Science and Technology of Henan Province, hereinafter also referred to as (HNST), is the governing body for scientific and technological affairs in Henan Province, China. It supports research activities in various disciplines such as agro-industry, food, fisheries and forestry, medicine, transportation, etc., covering basic, applied, and developmental fields. HNST prioritizes research and development of sustainable agriculture and food production systems, providing support in terms of talent, policy, and funding.

CONSIDERING that the Henan Zhongyuan Organic Agriculture Research Institute Co., Ltd. is a professional institution in Henan Province dedicated to conducting research and promoting technologies related to sustainable and organic agriculture, and active on sustainable agriculture and food production systems, operating within the framework of international urban and regional cooperation between Chinese case cities and Europe for many years.

BEING AWARE OF the significant role of agriculture, agroindustry, food, livestock, 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 field of in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research;

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

WHEREAS the goal of this MOU is to promote the collaborative relationship in agricultural research and cooperation, and other related matters between CREA and Department of Science and Technology of Henan Province, 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 HNST and other institutions in Henan in the field of agricultural and economics research;

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

WHEREAS CREA, HNST and Henan Zhongyuan Organic Agriculture Research Institute have mutual interest in fostering further collaboration in the research on composting, compost tea, useful microorganisms in agriculture (biofertilizers, biocontrol agents and PGPR strains), soil amendment, sustainable and organic agriculture, and agree that

there is a need for a MOU under which detailed joint work plans will be developed and implemented;

NOW THEREFORE, CREA, HNST and the respective research Institutes or Centres, inspired by their common objectives to further promote and accelerate agricultural and economic research, have entered into this MOU under the terms and conditions set forth in the following articles:

Article 1

Purpose

This MoU does not constitute an international agreement which may lead to rights and obligations under international law. No provision of this MoU is to be understood and implemented as a legal obligation or commitment of the Participants.

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

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

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

Article 2

Areas of cooperation

The Participant will develop cooperation and exchange information and experience on the following areas:

1. exchange of research materials, publications and information
 2. exchange of research staffs
 3. collaborative work on relevant research meetings and conferences
 4. development and implementation of collaborative research projects on new technologies, agriculture, agroindustry, food, livestock, fishery and forestry, rural development and economics research issues
 5. collaboration in training programs including staff development
 6. other related areas that are of interest and mutually agreed upon by the Participant.
- Any further development of the collaboration between CREA and HNST will be jointly evaluated following needs, interest, capacity and effectiveness for such cooperation of both parties, and the level of financial resources available for the implementation of the subsequent joint program.

It is understood that specific collaborative activities between CREA and HNST will be developed under this MOU and approved by the two Participants.

Article 3

Forms of cooperation

The Participants agree to cooperate in the following forms, also through their research Institutes and Centres:

1. Exchange of information of mutual interest, including regulatory documents and samples of products;
2. Introduction of new technologies;
3. Elaboration of joint bilateral and multilateral projects on organic and sustainable agriculture and participation in them;
4. Organization of communication activities in the field of organic and sustainable agriculture and other related areas (organization of fairs, exhibitions, workshops, conferences, symposia etc.);
5. Promotion of research activities, particularly in the field of composting, compost tea, useful microorganisms in agriculture (biofertilizers, biocontrol agents and PGPR strains), soil amendment, sustainable and organic agriculture,
6. Exchange of specialists and organization of meetings on issues of mutual interest;
7. Any other technically possible form of cooperation as mutually agreed upon by the Participants with subsequent joint programmes.

Article 4

Implementation of the Memorandum

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

Aiming at assuring the fruitful implementation of collaboration in the above-mentioned sectors, contacts and working sessions between the Participants will be carried out also in online conference.

Joint programs, project proposals or activities mutually agreed upon by the Participants will be carried out according to specific operative agreements implementing the present Memorandum.

Article 5

Joint Committee

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

The Joint Committee shall consist of official representatives of each Participant and shall be co-chaired by the representatives of both Participants. The Joint Committee shall establish its own rules of procedure by mutual consent.

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 Memorandum;

Making recommendations to the Participants with regard to the implementation of this Memorandum, which may include the identification and proposal of the cooperative activities hereunder and the encouragement of their implementation;

Likewise, the - Participants, through the Joint Committee, will promote the subscription of specific instruments of Cooperation per area of specialization.

Providing an annual report to the Participants on the status, the achievements and the effectiveness of the cooperative activities under this Memorandum. 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 Participants to whom they relate. Any other costs associated with these meetings shall be borne by the host Participant.

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

The Participants will cover all the expenses arising from implementation of this MoU within the limits of their ordinary budget availability without any additional cost for the State budgets of the Italian Republic and the People's Republic of China.

The costs of the activities of any project will be discussed between the Participants, and agreed case by case. The activities envisaged by this -Memorandum are subject to the availability of funds and personnel as well as to the laws and regulations of the respective countries or to international obligations and - as regards the Italian Participant- to the obligations deriving from its membership of the European Union (EUROPEAN UNION).

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 Participant through customary channels and in accordance with its general procedures.

Intellectual property rights and other proprietary rights created or introduced during the cooperative activities under this Memorandum shall be treated in accordance within the provisions of Annex I of this Agreement, which constitutes an integral part

of this Memorandum.

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 Participants through separate Material Transfer Agreements concluded between the Participants and/or Enterprises, Institutions and economic Agents from the two Countries subject to approval by the Participants.

Article 9

Amendments

Any amendment to this Memorandum shall be made upon mutual consent of the Participants 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 Participants.

This Memorandum shall not prejudice any rights and/or commitments of the Participants 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 Participant is concerned.

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

Article 11

Confidentiality

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

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

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

Article 12
Personal data processing

The Participants will ensure protection of personal data of employees and experts involved in the initiatives under this MoU and will not transfer such personal data to third parties and, in any case, will not process them in an incompatible manner with the purposes of this MoU, without prior written consent of both Participants.

Article 13
Entry into force and duration

This MOU 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 MOU may be terminated earlier when one of the parties notifies the other in writing of its intention to terminate the MOU, in which case the MOU will terminate six months from the date of such notification.

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

An extension of the provisions of this MOU will take the form of a new signed Agreement between the Participants.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (CREA), the Department of Science and Technology of Henan Province (HNST) respectively, have signed this Memorandum.

DONE in two originals in English, handwritten or digital signature, both equally authentic.

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

Authorized Representative
Research Director
Dr Massimo Zaccardelli *

Date(dd/mm/yy)

Department of Science and Technology of Henan Province

Authorized Representative
Second Level Inspector of Henan Provincial Department of Science and Technology

Cheng Yan signature)

Date (dd/mm/yy)

* Specifically authorized to sign under proxy statement n. done in Rome, November 25th, 2024, signed by Prof. Andrea Rocchi Legal Representative of CREA

Annex I

Memorandum of Understanding CREA/HNST

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, 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 Participants, the following rules shall apply to intellectual property rights, except copyrights and related rights, generated by the Participants in the course of cooperative activities carried out under this Agreement:

- a. The Participant 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 Participants cannot be ascertained, the Participants shall have joint ownership of the intellectual property;
- b. The Participant owning the intellectual property shall grant the other Participant the access rights to carry out only these ongoing direct cooperative activities. Such access rights shall be granted on a royalty-free basis.

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

- a. When a Participant 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 Participant shall make utmost efforts to obtain, for the other Participant, 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 Participants.

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

- a. When communicating to the other Participant on the information necessary to carry out direct cooperative activities, each Participant shall identify the information which it wishes to remain undisclosed;
- b. The Participant 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 Participant providing the undisclosed information, the other Party may disseminate such undisclosed information more

widely than otherwise permitted in paragraph C.b. The Participant shall cooperate with each other in developing procedures to request and obtain prior written consent for such wider dissemination, and each Participant 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 Participant 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 Participant. The Participants shall thereafter consult to define an appropriate course of action.