



Memorandum of Understanding (MoU)

on agricultural research and cooperation

between the

Council for Agricultural Research and Economics (CREA)

and the

Beijing Academy of Agricultural and Forestry Sciences (BAAFS)

This Memorandum of Understanding (hereinafter also referred to as the "Memorandum" or MoU) is between the Council for Agricultural Research and Economics (CREA), a public and non-profit research organization with legal venue in Rome, Italy, via della Navicella 2-4, 00184, and represented by its President and Legal Representative Prof. Andrea Rocchi and the Beijing Academy of Agriculture 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. Yan Jiye, hereinafter also referred to as "The Participants";

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

CONSIDERING that the 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 the Beijing Academy of Agricultural and Forestry Sciences, hereinafter also referred to as "BAAFS, is a multidisciplinary agricultural and forestry research institution, carrying out activities ranging from traditional and applied scientific research to the development and dissemination of new plant varieties, cultivation techniques, and breeding practices, as well as providing technical and

training support for modern and sustainable agriculture.”

BEING 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 their countries in the aforementioned fields;

WHEREAS the Participants intend to renew the agreement signed on 29.09.2020, which established a fruitful collaboration;

WHEREAS the goal of this MoU is to promote the collaborative relationship in agricultural research and cooperation, and other related matters between CREA and BAAFS, in order to contribute to the social well-being and economic development of the countries served by the respective Institutions;

WHEREAS CREA and BAAFS could be joint partners in the application for potential cooperation projects and collaborative research in the aforementioned fields;

INTERESTED in fostering further collaboration in research, *inter alia*, on the whole scientific field of sustainable agricultural production and innovation;

INTERESTED in promoting an expanded and strengthened scientific collaboration, with particular focus on advanced research in plant and disease modelling technologies, and in innovative and sustainable crop protection strategies;

NOW THEREFORE, CREA and BAAFS 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

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

Article 2

Applicable law

Activities envisaged in this Memorandum will be carried out by the Participants under their exclusive competence and in accordance with their respective national laws, mindful of the international obligations of their Countries as well, as regards Italy, the obligations deriving from the membership to European Union (EU).

This Memorandum is a statement of intent and is not intended to be legally binding upon either the Participants or their two countries and therefore does not prejudice any rights and/or commitments resulting from any bilateral or multilateral

international agreements concluded by the two countries and, as regards the Italian Republic, the obligations arising from the membership to the European Union (EU).

Article 3 **Areas of cooperation**

The Participants may develop cooperation and exchange information and experience on the following areas:

1. exchange of research materials, publications and information on activities, policies, practices, laws and regulations concerning agricultural research and development;
2. exchange of research staffs;
3. collaborative work on relevant research meetings and conferences;
4. 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;
5. collaboration in training programs including staff development;
6. 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 6 in accordance with the respective laws and regulations of the Parties.

Any further development of the collaboration between CREA and BAAFS will be jointly evaluated following the needs, interest, capacity and effectiveness for such cooperation of both Participants, and the level of financial resources available for the implementation of the subsequent joint program.

It is understood that specific collaborative activities developed under this MOU between CREA and BAAFS, will be approved in written form by the Participants.

Article 4 **Forms of cooperation**

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

- a) Exchange of information of mutual interest, including samples of products which are not covered by commercial and intellectual property rights;
- b) Elaboration of joint bilateral and multilateral projects;
- c) Organization of communication activities (organization of fairs, exhibitions, workshops, conferences, symposia etc.);
- d) Promotion of research activities;
- e) Exchange of specialists and organization of meetings on issues of mutual interest;
- f) Any other technically possible form of cooperation as mutually agreed upon by

the Participants with subsequent joint programs.

Article 5
Follow-up and review

Any joint programs, project proposals or activities agreed upon by the Participants will be carried out in accordance with specific operative arrangements to be proposed by the Joint Committee and concluded within the framework of the present Memorandum.

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

Article 6
Joint Committee

For the implementation of the activities set forth in this Memorandum, the Participants will establish a Joint Committee on Scientific and Technological Cooperation.

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

The functions of the Joint Committee include:

- 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 this Memorandum, which may include the identification and proposal of the cooperative activities hereunder and the encouragement of their implementation.
- Providing an annual report to the Participants on the status, the achievements and the effectiveness of the cooperative activities under this Memorandum. The report will be written in the English language.

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

The Joint Committee will meet alternately at least once a year, in person or through videoconferencing.

Article 7
Financial arrangements

This Memorandum does not create any financial commitments of the Participants.

Any costs of the activities deriving from this MoU will be discussed between the Participants and agreed on a case-by-case basis. The activities envisaged by this MoU are subject to the availability of funds and personnel.

The expenses arising from the implementation of this MoU will be covered by the Participants according to their ordinary budget availability without any additional cost for both the State budgets.

Article 8
Intellectual property rights

Scientific and technological information having non-proprietary nature arising from direct cooperative activities may be made available to the public by each 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 will be treated in accordance with the provisions of Annex I to this MoU, which constitutes an integral part thereof.

Article 9
Research material transfer agreement

In case the transfer of research materials is required for collaboration activities set forth in this Memorandum, such materials will 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 countries subject to approval by the Participants.

Article 10
Settlement of differences

Any dispute in the interpretation and/or implementation of this Memorandum will be settled amicably through direct consultations and negotiations between the Participants.

Article 11
Confidentiality

Each Participant will 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.

Participants will not use such information for purposes other than specified without the prior written consent of the other Participant.

The Participants intend to observe the confidentiality and secrecy of documents, information and other data exchanged between them during the period of effect of this Memorandum as well as three (3) years after its termination.

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 without prior written mutual consent and, in any case, will process them in accordance with the relevant EU and national legislation.

Article 13
Effect and termination

This Memorandum will take effect on the date of the last signature and will remain valid for 5 years. It may thereafter be extended through the signature of a new Memorandum between the Participants.

This Memorandum may be terminated by either Participant at any time with a six (6) month prior written notice-

Unless otherwise agreed by the Participants, the termination of the Memorandum will not affect existing programs or ongoing activities and programs which will continue until their completion.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the Council for Agricultural Research and Economics (CREA) and the Beijing Academy of Agricultural and Forestry Sciences (BAAFS) respectively, have signed this Memorandum.

DONE in two originals, in the English language, both texts being equally authentic.
or

DONE in the English language and digitally signed.

**Council for Agricultural Research and
Economics (CREA)**

**President
Prof. Andrea Rocchi**

**Beijing Academy of Agriculture and
Forestry in Sciences (BAAFs)**

**President
Prof. Yan Jiye**

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, signed at Stockholm on 14 July 1967 (as amended and in force).

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 co-write and co-sign it with the other Participant; otherwise 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 (publishing journals for remuneration or hire included) 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.