

Memorandum of Agreement on Scientific & Technological Cooperation

between

**Council for Agricultural Research and Economics (CREA)
Roma, Italy**

and

**South African Agricultural Research Council (ARC)
Pretoria, South Africa**

This Memorandum of Agreement (MOA) is between the Council for Agricultural Research and Economics (hereinafter referred to as CREA), a national public research organization with legal venue in Via Po, 14, Roma, Italy and represented by Special Commissioner and Legal Representative of CREA Cons. Gian Luca Calvi,

and

the Agricultural Research Council (hereinafter referred to as ARC), a non-profit organization, with principal offices at 1134 Park Street, Hatfield, Pretoria, 0083, herein represented by Dr. Shadrack Ralekeno Moephuli in his capacity as CEO/President of the ARC.

hereinafter referred to as "**The Parties**"

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 ARC is the main agricultural research organization of South Africa, and conducts fundamental, applied and development research on agriculture, with a view to solving major scientific and technical problems in the agricultural economy;

WHEREAS that both CREA and ARC are involved in a broad range of scientific fields of common interest, including crop research, plant nutrition, plant breeding, genetics and genomics, plant biotechnologies, plant protection, animal husbandry, veterinary science, environmental resources, meteorology, bioenergies, soil science and protection, agricultural engineering and economics;

CONSIDERING that the Parties have signed in 2009 a Material Transfer Agreement (MTA) for evaluating *Lachenalia* cultivar material for suitability for pot plant production in Italy;

CONSIDERING that the Parties have signed in 2011 a Memorandum of Agreement (MOA) for development of technology and materials and researcher exchange in the field of Ornamentals expired in 2016;

CONSIDERING that the Parties have signed in 2015 a Material Transfer Agreement (MTA) for evaluating cultivars of *Prunus persica* (peach);

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 a number of areas of common interest through the creation of a productive partnership for mutual benefits;

NOTING that such cooperation and the application of the results of such cooperation will contribute to the economic and social development of Italy and South Africa.

HAVE AGREED AS FOLLOWS

Article 1 – PURPOSE

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

This Memorandum is not a legally binding agreement

Article 2 – 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 relationships and exchanges on scientific and technological information with a view to promoting scientific cooperation in the fields of crop and animal agriculture, food nutrition safety and security, agro-processing, aquaculture, agro-forestry, agro-climate monitoring, biotechnology and economics.

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 students 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 3. Financial Arrangement

Each Party shall cover the costs of its participation to the joint activities. The activities to be undertaken within the framework of this Memorandum are subject to the availability of funds and personnel and to the laws and norms in the respective Countries.

Article 4 – 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 both 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 according to national laws and the rules of each Party. 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-ARC 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 5. 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 6 – Confidentiality

Each party hereby agrees not to disclose, under any circumstances, the scientific or technical information resulting from the projects and/or activities to be developed, and shall keep any such information in strict confidentiality. Where either party intends to use the partial or final results, either in part or in whole, for publishing or communication purposes, such party shall request the other party's consent, and shall, in every case, acknowledge the authors of the work.

Article 7 – Monitoring

For the purpose of ensuring the effective implementation of this Agreement, each Party shall appoint a scientific contact point within a term of no more than 30 business days. These contact points shall be in charge of tracking and evaluating the actions resulting from this Memorandum of Agreement. Such contact points shall draft an annual report.

Article 8 – Dispute Settlement

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 Republic of South Africa 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.

Article 9. Amendments

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

Article 10. Other Matters

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

Article 11. Observance of Regulations

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

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 Parties hereunto have affixed their signatures on the dates and places indicated below.

For the

Agricultural Research Council (ARC)

South Africa

Dr. Shadrack Moephuli

President & Chief Executive Officer

For the

Council for Agricultural Research and
Economics (CREA)

Italy

Cons. Gian Luca Calvi

Special Commissioner

Date and place _____

Date and place _____

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 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.

