

法規名稱：ARRANGEMENT FOR THE EXCHANGE OF PLANT MATERIAL BETWEEN THE COUNCIL OF AGRICULTURE OF THE REPUBLIC OF CHINA AND THE DEPARTMENT OF AGRICULTURAL DEVELOPMENT OF THE REPUBLIC OF SOUTH AFRICA (AD.1990.9.29)

簽訂日期：民國 79 年 01 月 29 日

生效日期：民國 79 年 01 月 29 日

1 In pursuance of Article 1 of the Agreement to provide for the Co-operation and Exchange of Scientists and Information in Agricultural Science and Technology signed on the 5th day of February 1982 between the Government of the Republic of China and the Government of the Republic of South Africa, the Council of Agriculture of the Republic of China (hereinafter referred to as the "Council") and the Department of Agricultural Development of the Republic of South Africa (hereinafter referred to as the "Department") desire to expand their respective research activities on the basis of mutual co-operation with each other.

2 Definitions

2.1 "Protected Varieties" - The commodity group varieties designated by the Council.

2.2 " Protected Plants" - The number of plants of Protected Varieties to be under the control of the Department as specified by the Council either as own rooted plants or as scion, interstock or rootstock portions of Protected Varieties on individual plants.

2.3 "Protected Material" - Protected Plants and all asexual propagating material of Protected Varieties provided to the Department by the Council and subsequent asexual propagating material arising from the growth or culture of either as specified by the Council.

3 In order to bring about the said research in the Republic of South Africa as envisaged in paragraph 1 above, the Department in conjunction with the Council, undertakes to grow for testing purposes only, in accordance with the instructions issued by the Council and subject to the terms and conditions set fo-

rth in paragraph 4 hereunder, the protected Varieties, Plants and/or Material. For this purpose the Council grants the Department permission to propagate and / or grow the said Protected Varieties, Plants and/or Material subject to the terms and conditions referred to in paragraph 4 hereunder.

4 Terms and Conditions

4.1 All Protected Varieties, Plants and/or Material supplied by the Council to the Department shall remain the sole and absolute property of the Council.

4.2 The Department shall grow and/ or propagate the Protected Varieties, Plants and/or Material for testing purposes only.

4.3 The Department shall have in its possession or under its control at any one time no more than the number of Protected Varieties, Plants and/or Material specified by the Council.

4.4 The Department shall grow Protected Varieties, Plants and/or Material only on land and / or within nursery or laboratory facilities owned and/or controlled by the Department.

4.5 Any spot or spots discovered on Protected Material shall be reported immediately to the Council and shall be the exclusive property of the Council.

4.6 The Department shall not ship, transport, transfer or assign any Protected Varieties, Plants and / or Material to any other persons, domestic or foreign, without the express written permission of the Council. This provision shall survive the termination or expiration of this Arrangement.

4.7 The Council shall have the right to terminate this Arrangement at any time upon notice of termination to the Department .

4.8 The Department shall comply with all instructions of the Council, including instructions relative to the possible disposition of the said Protected Varieties, Plants and / or Material in respect of which permission was granted to propagate and / or grow as contemplated above in paragraph 3. The Department undertakes to send to the Council periodical reports in writing as requested by the Council from time to ti-

me, setting forth its observations as to various characteristics of interest. The Department undertakes to divulge to the Council all information emanating from the Department's activities in terms of this Arrangement.

4.9 The Department shall permit the Council to enter the Department's test plots, nursery and / or laboratory facilities to inspect the Protected Varieties, Plants and/or Material from time to time and the Department, upon the request of the Council, shall render an account in writing, to the Council regarding the number and location of all Protected Varieties, Plants and/or Material under its control.

4.10 The Department shall be liable to the Council for damages resulting from any breach of any of the terms and conditions of this Arrangement with respect to Protected Varieties, Plants and / or Material irrespective of whether the Protected Varieties, Plants and / or Material are patented or not.

4.11 Any commercial release of designated Protected Varieties, Plants and/or Material shall be effected under a separate agreement to be entered into between the Council of Agriculture of the Republic of China and the Department of Agricultural Development of the Republic of South Africa.

5 This Arrangement shall enter into force on the date of signature hereof.

DONE AND SIGNED at Cape Town on this Twenty-ninth day of the First month of the Seventy-ninth year of the Republic of China corresponding to the 29th day of January 1990.

FOR THE COUNCIL of
AGRICULTURE OF THE
REPUBLIC OF CHINA

[Signed]

CHAIRMAN OF THE COUNCIL
OF THE REPUBLIC OF CHINA

FOR THE DEPARTMENT OF
AGRICULTURAL

DEVELOPMENT OF THE
REPUBLIC OF SOUTH AFRICA
[Signed]
MINISTER OF AGRICULTURAL
DEVELOPMENT OF THE
REPUBLIC OF SOUTH AFRICA