

法規名稱：(終)MEMORANDUM OF UNDERSTANDING ON AGRICULTURAL TECHNICAL COOPERATION BETWEEN THE COUNCIL OF AGRICULTURE OF THE REPUBLIC OF CHINA (TAIWAN) AND THE INTERNATIONAL RICE RESEARCH INSTITUTE (AD.2015.01.26)

簽訂日期：民國 104 年 01 月 26 日

This Memorandum of Understanding (MOU) is made by and between the Council of Agriculture of the Republic of China (Taiwan) (the “COA”) and the International Rice Research Institute (the “IRRI”), a non-profit autonomous international organization, with headquarters at the Municipality of Los Banos, Province of Laguna, Republic of the Philippines, hereinafter referred to each party as a “Party” individually and to the two parties as the “Parties” collectively;

WHEREAS, COA is the cabinet-level governmental authority on the agriculture, forestry, fishery, animal husbandry and food affairs, research and development, and extension affairs in Taiwan. Its responsibilities are working efficiently and innovatively to help farmers prosper and build a sustainable agricultural environment that strikes a balance between quality of life, production and ecology.

WHEREAS, IRRI is an autonomous not-for-profit international organization with the mission to reduce poverty and hunger, improve the health of rice farmers and consumers, and ensure environmental sustainability through collaborative research, partnerships, and the strengthening of national agricultural research and extension systems. IRRI is dedicated to rice research and development and focused on developing and disseminating high yielding rice varieties for use in different parts of world; building capacity of researchers; and promoting the exchange of elite germplasm and donor varieties; upscaling seed production and adoption.

NOW THEREFORE, COA, and IRRI decide to cooperate and work

together in partnership to fulfill their common goals.

## Article I

### AREAS OF COLLABORATION

It is jointly decided that COA, whereas forming strategic partnership with the International Cooperation Development Fund (TaiwanICDF) with principal offices at Taipei, and IRRI wish to cooperate in rice variety development program, evaluation and trials, dissemination of rice research material and technologies, and capacity building. Through the cooperation it also hopes to extend the cooperative relationships with other international agricultural organizations such as Consultative Group on International Agricultural Research (CGIAR) and Association of Independent Research Centers for Agriculture (AIRCA) with the aim to encourage greater interaction and synergy, and make contribution to the personnel capacity building, agricultural research and extension, and international humanitarian aid.

The scale of collaboration of the Parties will be determined from time to time by a joint evaluation of Taiwan ' s needs and interests in collaboration, IRRI ' s capacity and effectiveness for such collaboration, and by the level of financial resources available for the implementation of the joint program.

It is understood that specific COA-TaiwanICDF-IRRI collaborative projects for implementation under this MOU will be as defined in the agreement developed and approved in accordance with Article III hereof.

## Article II

### PUBLICATIONS AND INTELLECTUAL PROPERTY RIGHT

1. Results of the collaborative research will be jointly published in the public interest as the Parties agreed upon.
2. All research materials used in the collaboration will be transferred using Material Transfer Agreements. Further, the transfer of biological materials, including breeding materials

and germplasm, will be subject to pertinent biosafety and bioprospecting laws, rules, and regulations. Either Party may use such materials, but will give full credit and recognition to the source of the materials.

3. Ownership of any Intellectual Property (hereinafter “ IP ” ) developed through this collaborative research will be determined in accordance with the IP policy of COA, and the IP law of Taiwan and the IP policy of IRRI. Notwithstanding the foregoing, the Parties have jointly decided that the management of such IP will be in accordance with the CGIAR Principles on the Management of Intellectual Assets; see: <http://www.cgiar.org/consortium-news/principles-on-management-of-intellectual-assets-approved/>

4. Either Party may provide permission upon request for the use of the results of the collaborative research for the following purposes:

- a. for non-commercial research conducted by public sector organizations ( “ Research Exemption ” ); and
- b. for use in the event of a national or regional food security emergency limited to the duration of the emergency ( “ Emergency Exemption ” ).

#### Article III

##### AGREEMENTS

This MOU will be implemented through an agreement or series of agreements to be developed jointly in accordance with the founding goals and mission statements of the COA, TaiwanICDF and IRRI, and with the financial resources available for cooperative activities. Such agreements will specifically describe the activities to be carried out by each Party and the TaiwanICDF and will be consistent with the priorities and goals of the Parties and the TaiwanICDF.

#### Article IV

##### AMENDMENTS

The Parties may, by common consent in writing, modify any provision of this MOU.

Article V

EFFECTIVITY

This MOU will take effect on the date the Parties affix their signatures, and will remain valid for five years unless sooner terminated when one Party notifies the other in writing of its intention to terminate this MOU, in which case, this MOU will terminate six months from the date of such notification. This MOU may be further renewed or extended upon mutual agreement of the Parties, which will be made no later than six months prior to the termination date.

IN WITNESS WHEREOF, the Parties hereunto have affixed their signatures on the dates and at the places indicated below.

Signed in duplicate in the English language.

For the  
Council of Agriculture  
of the Republic of  
China (Taiwan)  
(COA)

For the  
International Rice  
Research Institute  
(IRRI)

\_\_\_\_\_  
Boa-ji Chen  
Minister

\_\_\_\_\_  
Robert S. Zeigler  
Director General

Date: Jan. 23 2015

Date: Jan. 26 2015

Place: \_\_\_\_\_

Place: \_\_\_\_\_

Witness:



For the  
International Cooperation and Development Fund  
(TaiwanICDF)

\_\_\_\_\_  
Lee Pai-po, Deputy Secretary General  
on behalf of

Weber V.B. Shih, Secretary General

Date: 26 Jan. 2015

Place: \_\_\_\_\_