

法規名稱：MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNCIL OF AGRICULTURE (COA) TAIPEI, TAIWAN AND THE ASIA-PACIFIC ASSOCIATION OF AGRICULTURAL RESEARCH INSTITUTIONS (APAARI) BANGKOK, THAILAND FOR APAARI-COA COLLABORATIVE PROGRAMME ON ASIA-PACIFIC CONSORTIUM ON AGRICULTURAL BIOTECHNOLOGY AND BIORESOURCES (APCOAB) (PERIOD 2019-2022)

簽訂日期：民國 109 年 08 月 11 日

生效日期：民國 108 年 01 月 01 日

This Memorandum of Understanding (MoU) constitutes an arrangement between The Council of Agriculture hereinafter called "COA" and the Asia-Pacific Association of Agricultural Research Institutions (APAARI) hereinafter called "APAARI", and collectively called 'the Parties' for implementing a collaborative programme on the Asia-Pacific Consortium on Agricultural Biotechnology and Bioresources hereinafter called as “ APCoAB ” to promote the agricultural biotechnology and bioresources for the benefits of various stakeholders in the Asia-Pacific region.

#### Article-I

##### PREAMBLE

COA and APAARI mutually agreed to collaborate and promote agricultural biotechnology and bioresources in the Asia-Pacific region. Both the Parties agree that:

- i) Collaboration is beneficial in achieving the mission of overall objectives of APCoAB program and useful in helping to meet the defined goals in the Program for benefits of various stakeholders in Asia-Pacific region in line of APAARI Vision 2030;
- ii) The Parties have established collaborative linkages to implement objectives of APCoAB since 2008 involving other regional, international and non-governmental organizations, international research centres and centres related to agricultural biotechnology and bioresources and private sector throughout the Asia-Pacific region; and
- iii) The Parties have agreed to implement defined and approved work plan of APCoAB during 2019-2022 for the benefits of Asia-Pacific region.

#### Article-II

##### MODE AND MECHANISM OF COLLABORATION

This MoU is developed to implement the Work Plan under 4-year APCoAB program for the period of 2019-2022 as defined in Annexure 1. Both Parties agree to:

- i) Coordinator, APCoAB will be responsible to carry out all

- the activities as per Work Plan (2019-2022) under the overall supervision of Executive Secretary, APAARI and with necessary support of APAARI Secretariat;
- ii) Organize the activities including High Level Policy Dialogues, Expert Consultations, Workshops, Conferences/Symposia, Training programs/Webinars as defined in the Work Plan;
  - iii) Organize one event every year as suggested by COA;
  - iv) Publish the Success Stories, Proceedings, Status Reports, Policy Briefs;
  - v) Maintain/update the APCoAB website and the databases for knowledge sharing on agricultural biotechnology and bioresources;
  - vi) APCoAB Steering Committee will monitor the progress annually and provide suggestions. Chairman of APAARI Executive Committee will be Chair and COA will be standing Vice Chair of the Steering Committee;
  - vii) Annual Progress Report will be submitted to COA;
  - viii) Any other activity beyond the work plan (2019-2022) may be taken up on mutually agreed terms and subjected to availability of additional funds; and
  - ix) Any physical assets purchased under this MoU will be property of APAARI.

#### Article-III

##### FUNDING OBLIGATIONS

Both Parties agreed in this MoU for organizing the activities under APCoAB that COA will provide a support of USD 170,000 each year for four years (2019, 2020, 2021, 2022) &, APAARI along with its partners will provide a support of USD 70,000 each year (2019, 2020, 2021, 2022) for APCoAB activity during these period (2019 -2022) as mentioned in Annexure 2. This is a legally binding commitment by the Parties. Besides, both Parties have an understanding that:

- i) Either Party may decide to provide more financial or in-kind support to individual activities on a case-by-case basis;
- ii) Both Parties will jointly and separately seek funding from third parties to support program/activities to be carried out jointly; and
- iii) Implementation of specific collaborative programs or activities beyond defined in Work Plan (2019-2022; Annexure 1) will depend upon the availability of additional funds.

#### Article-IV

##### INTELLECTUAL PROPERTY RIGHTS

Both Parties recognize the importance of intellectual property

rights as an integral component of this collaboration.

- i) Copyright of all the Publications made under APCoAB will be vested with APAARI. However, all the publications will be in open access to APAARI members and participants of the events.
- ii) APAARI will make available the results of collaborative activities through the most appropriate mechanisms.

#### Article-V

##### ENTRY INTO FORCE

- i) This MoU will be in effect for four years, commencing from January 1, 2019 through December 31, 2022. It may be amended, with the approval of both Parties, by means of exchange of letters through the authorized officials at each institution.
- ii) Either Party may propose to the other up to 6 (six) months prior to the expiration date to renew this MoU. This MoU may be extended by mutual agreement through an exchange of letters between the Parties to this MoU. Proposal to extend the term of this MoU will be communicated not less than 3 (three) months prior to the present expiration date. Each agreed renewal period will be for a period of 4 (four) years.

#### Article-VI

##### FORCE MAJEURE

Neither party will be responsible for any failure to perform its obligations under this MoU due to causes beyond their control, including but not limited to, Acts of God, War, Riot, Embargoes, Fire, Floods, Lockdowns, Epidemics, Civil Disobedience, or Accidents etc.

#### Article-VII

##### DISPUTE RESOLUTION

Any dispute arisen under this MoU will be resolved by mutual discussion/understanding between the authorized officials of both Parties. In case it is not resolved mutually, this will be referred to the Chairman, APAARI for his decision; and his decision will be binding on both Parties.

#### Article-VIII

##### TERMINATION OF MoU

Either Party may terminate this MoU by giving written notice of the intent to terminate the MoU. Such termination shall not affect the execution and conclusion of specific activities in effect nor the publication and dissemination of results of research in progress under terms of this MoU. As far as possible, such notice will be given 3 (three) months prior to

the desired termination date.

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

This MoU is done in duplicate in the English language.

The Council of  
Agriculture (COA)

Asia-Pacific  
Association of  
Agricultural Research  
Institutions (APAARI)

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Chi-chung Chen  
Minister  
COA

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Ravi Khetarpal  
Executive Secretary  
APAARI

Date:  
07/10/2020  
Place: Taipei, Taiwan

Date:  
11 August, 2020  
Place:

Witness:            Witness:

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Vincent Lin  
Director General,  
Department of  
International Affairs,  
COA

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Rishi Tyagi  
Coordinator, APCoAB,  
APAARI

Date:  
2020.7.9  
Place: Taipei, Taiwan

Date:  
30 July 2020  
Place: Bangkok