

法規名稱：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.2020.10.27)

簽訂日期：民國 109 年 10 月 27 日

生效日期：民國 109 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 University of the Philippines at Los Banos Campus, 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, a non-profit autonomous international organization recognized as one of the independent research organizations that contributes knowledge, technical expertise, and resources in support of the CGIAR Strategy and Results Framework;

WHEREAS, IRRI is bound by its Intellectual Property and Commercialization (IP&C) Policy (Note 1);

WHEREAS, IRRI is a member of the CGIAR and as such, is bound with the CGIAR Principles on the Management of Intellectual Assets (“ CGIAR IA Principles ”) (Note 2);

NOW THEREFORE, COA, and IRRI decide to cooperate and work together in partnership to fulfill their common goals as follows:

(Note 1) see: http://books.irri.org/Approved-IPC-Policy_-291017.pdf

(Note 2) see: <https://storage.googleapis.com/cgiarorg/2018/03/CGIAR-IA-Principles.pdf>

Article I

AREAS OF COLLABORATION

1. 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 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.
2. 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.
3. 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. All genetic research materials used in the collaboration will be transferred using Standard Material Transfer Agreement (SMTA) (Note 3), and when appropriate, additional Material Transfer Agreements (MTAs) in line with CGIAR guidelines. Further, the transfer of biological materials, including breeding materials and germplasm, will be subject to pertinent stewardship, biosafety and bioprospecting laws, rules, and regulations.
2. It is understood and decided that Intellectual Property developed by the Parties prior to the collaboration (“ Background IP ”)will remain the Party ' s sole Intellectual Property. This MOU does not confer any right on the use of IRRI ' s Background IP.
3. All Foreground IP, joint R&D results including data gathered in the course of, and as a result of, the implementation of the project such as, but not limited to reports, articles, research papers, databases, tri-media presentations including joint R&D project outputs, joint R&D discoveries, joint R&D inventions and its digital copies (soft copies), will be subject to the following: IRRI ' s IP&C Policy, CGIAR IA

Principles, IP policy of COA, and laws of the Republic of the Philippines, and the laws, rules and regulations of ROC (Taiwan). Management of such IP will also be in accordance with the said policies and guidelines.

4. Results of the collaborative research will be jointly published in the public interest, to maximize impact, as the Parties agreed upon. In case one of the Parties decides to protect valuable Foreground IP, the Parties will decide on a suitable time frame for publication.
5. As per CGIAR IA Principles, IRRI reserves the right to share each project deliverables and Foreground IP produced by joint projects with public sector organizations outside of this MOU for use in public agricultural research, breeding and for non-profit emergency use purposes.

(Note 3) see: <http://www.fao.org/3/a-bc083e.pdf>

Article III

AGREEMENTS

1. 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, the 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. Further, the specific agreement will specify the details of the research plan including scope, objectives, deliverables, outcomes, outputs and activities, Background IP needed for the completion of the project, expected Foreground IP, as well as Freedom To Operate (FTO) and ownership on IP.
2. Termination of this MOU will result in the automatic termination of the series of agreements, unless otherwise provided by the Parties. However, obligations or responsibilities assumed by the Parties through a series of agreements will survive the termination of this MOU but only to the extent necessary as to permit the orderly winding down of all the activities in the said series of agreements.

Article IV

CONFIDENTIALITY

1. Both IRRI and COA will not disclose either Parties' Intellectual Property Assets marked "Confidential" or "Proprietary" to any other party outside of this MOU nor use such Confidential Information for any purpose other than that given in writing by IRRI and COA.
2. Both Parties will use the same degree of diligence to protect Confidential Information received under this MOU as it uses

to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.

3. The Confidential Information will be excluded from confidentiality if the Recipient can demonstrate that (a) it had possession of the information prior to disclosure; or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of Recipient; or (c) Recipient receives the information from a Party outside of this MOU having the right to the information and who does not impose confidentiality.

Article V

AMENDMENTS

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

Article VI

IRRI LEGAL STATUS

Nothing in this MOU or in any document or arrangement relating thereto shall be construed as constituting a waiver of privileges or immunities of IRRI as an international organization. COA shall do their best endeavor to extend such recognition and privileges and immunities to fullest extent allowed under the laws and regulations of Taiwan.

Article VII

EFFECTIVITY AND GOVERNING LAW

1. This MOU is the law between the Parties and will be governed by and construed in accordance with the principles of general and customary international law as well as relevant national and/or international jurisprudence on the same, without regard to any particular national law. Any dispute arising from the performance of this MOU or in connection with this MOU shall be settled through good faith negotiations between the Parties; provided that, should there be no settlement of the dispute within thirty (30) days from the time a Party notifies the other Party in writing of a dispute, then this MOU shall be terminated.
2. This MOU will take effect on 26 January 2020, and will remain valid for five (5) 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 (6) 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)

Dr. Chi-chung Chen
Minister

Date:
27 October 2020
Place:
Taipei

Witness:
For the International
Cooperation and
Development Fund
(the TaiwanICDF)

Timothy T.Y. Hsiang
Secretary General

Date:
5 November 2020
Place:
Taipei

For the International
Rice Research Institute
(IRRI)

Dr. Matthew Morell
Director General

Date:
1 October 2020
Place:
Los Banos, Laguna

For the International
Rice Research Institute
(IRRI)

Ajay Kohli
Acting Research Director
Platform Leader -
Strategic Innovation

Date:
1 October 2020
Place:
Los Banos, Laguna