



UNIVERSITY OF UDAYANA

**MEMORANDUM OF UNDERSTANDING FOR ESTABLISHING
SCIENTIFIC COLLABORATION BETWEEN
HARBIN VETERINARY RESEARCH INSTITUTE, CHINESE ACADEMY OF
AGRICULTURAL SCIENCES, CHINA
AND
UNIVERSITY OF UDAYANA, INDONESIA**

1. Objectives

This Memorandum of Understanding (MOU) is entered into by and between the Harbin Veterinary Research Institute, Chinese Academy of Agricultural Sciences, China (hereinafter referred to as 'HVRI/CAAS') and University of Udayana, Indonesia. The MOU is the framework agreement for establishing collaboration and joint application of 'Strategic Scientific and Technological Innovation International Cooperation Special Funds, The National Key Research and Development Program of China (referred to as 'the Program'), and serves as guidance for the management and operation of the scientific collaboration between the two partners (referred to as 'the Partners'). This MOU is not a legally binding agreement.

2. Scope of collaboration

The aim of the collaboration is to enhance the control and increase the knowledge of avian diseases through the following joint activities:

- Enhancing research collaboration on selected;
- Jointly applying for grants from China and Indonesia;
- Exchange and training of scientists.

3. Sources of funding

3.1 - Unless otherwise set forth in this MOU or an addendum, each party will bear its own costs while participating in this collaboration;

3.2 - Any funds secured by a party or the Parties will be used in the way the request is presented to the funder and for which the funder makes the award.

4. Intellectual property

4.1 - The Parties agree that all results, whether patentable or not, shall be owned by the party creating them.

4.2 - Each party agrees that all background knowledge brought to a project or created outside the scope of the project shall remain the property of the party introducing it. The Parties shall be permitted to use such background knowledge directly related to the project solely for that purpose.

4.3 - Each party can demand to postpone the other party's publication of results from this project to permit timely filing of a patent application, if such delays are requested in writing by a party undertaking the patenting of this invention.

4.4 - Intellectual property rights developed through this collaboration will be determined by the Parties on a project-by-project basis. Intellectual property management, including third party rights, if any, will be set forth in writing, containing terms, including but not limited to financial

and confidential terms prior to the start of each project.

4.5 - For the collaborative research by the Parties, 'Harbin Veterinary Research Institute, Chinese Academy of Agricultural Sciences' and 'University of Udayana' should be listed in the publication. The order of authorship will be determined based on the contribution to the published work.

5. Organization and management

The collaboration will be managed by a committee composed of Prof. Dr I Gusti Ngurah Mahardika at University of Udayana and Dr. Xiaole Qi at HVRI/CAAS.

6. Modification, renewal, and termination of this MOU

6.1 - This MOU is valid for a three-years period. Upon agreement of the Parties, this MOU can be amended or changed. After the three-years period, each party may choose to terminate this collaboration by writing a notice to the other party, otherwise, this MOU will be subject to automatic renewal for another three years.

6.2 - Modification or termination of this MOU requires a mutual understanding between the Parties, and will take effect after being signed by the legal representatives or authorized representatives from each party.

6.3 - This MOU has twelve copies, and each copy has the same legal effect.

7 Others

7.1 - The Parties subscribe to a policy of equal opportunity, non-discrimination, and affirmative action. The Parties' programs, activities, and facilities are available to all without regard to race, color, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, veteran status, age, or familial status.

7.2 - This MOU creates no binding obligations between the Parties, unless otherwise set forth in an addendum to this MOU.

7.3 - Concerning matters of mutual interests that are not covered in this MOU, the Parties agree to discuss those items in a spirit of friendly dialogue at a later date.

Signed on behalf of
(Signature/Seal):



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Date: 2017.1.26

Signed on behalf of the University of Udayana:
(Signature/Seal):



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