

**СОГЛАШЕНИЕ О НАЛАЖИВАНИИ СОТРУДНИЧЕСТВА
МЕЖДУ
ИНСТИТУТОМ БОТАНИКИ, АКАДЕМИИ НАУК КИТАЯ И
НИКИТСКИМ БОТАНИЧЕСКИМ САДОМ - НАЦИОНАЛЬНЫМ НАУЧНЫМ ЦЕНТРОМ РАН**

Институт Ботаники, Академии Наук Китая (IBCAS) и Никитский Ботанический Сад, Национальный Научный Центр РАН (в дальнейшем именуемые «Стороны») стремятся установить сотрудничество между двумя научными организациями в **Проекте: Изучение вопросов селекции и создание (получение) ароматических растений.**

Стороны выражают согласие в нижеследующем на основе принципов равенства и взаимной выгоды:

- a. поддерживать взаимные визиты ученых.
- b. Стороны обеспечат возможности для российских и китайских экспертов в отправке экспедиций, проведении исследований, посещении ботанических садов и Гербариев и все необходимые условия для их пребывания в принимающей стране.
- c. Стороны будут обмениваться семенами и другими материалами, особенно экономически важных растительных ресурсов (ароматических и лекарственных растений и т.п.).
- d. Стороны поддержат друг друга в субсидируемых Правительствами научных исследованиях и проектах развития.
- e. искать сотрудничество в академических программах.
- f. исследовать возможности демонстрации и создания (получения) новых сортов и форм в результате совместной научной деятельности.
- g. обмениваться информацией в форме публикаций, методических материалов и других результатов учебной и научно-исследовательской деятельности.

Условия сотрудничества в каждой конкретной научной области принимаются по условиям данного Соглашения после взаимного обсуждения, составляются письменно и подписываются Сторонами до начала соответствующих исследований, являясь предметом отдельных соглашений.

В процессе сотрудничества интеллектуальная собственность, созданная каждой Стороной отдельно, принадлежит той Стороне, которая проводит исследования. Если интеллектуальная собственность создана Сторонами совместно, то интеллектуальная собственность Проекта является общей интеллектуальной собственностью, принадлежащей обеим сторонам.

Соглашение вступает в силу в день его подписания представителями обеих организаций и на первоначальном этапе действует три года. В конце трехлетнего периода оно автоматически продлевается, если ни одна из Сторон не заявит о прекращении действия Соглашения.

Соглашение может быть пересмотрено по взаимной договоренности Сторон и может быть прекращено одной из сторон путем подачи за двенадцать месяцев письменного уведомления, подписанного высшим должностным лицом уведомляющей Стороны.

Нижеследующие должностные лица засвидетельствовали данное Соглашение

От Института Ботаники,
Академии Наук Китая

От Никитского Ботанического Сада-
Национального Научного Центра РАН

Директор профессор доктор

Директор доктор сельскохозяйственных наук

Xiaoquan Wang

Член-корреспондент РАН
Плугатарь Юрий Владимирович

дата

24.01.2017

дата

Аутентичный перевод с английского языка
А.В.ДУГАНОВ 23.01.2017
+7(3654)33-55-97



CREATIVE COOPERATION AGREEMENT BETWEEN

The INSTITUTE OF BOTANY, CHINESE ACADEMY OF SCIENCES
AND
NIKITA BOTANICAL GARDEN, NATIONAL SCIENTIFIC CENTER OF RAS

The Institute of Botany, Chinese Academy of Sciences (IBCAS) and Nikita Botanical Garden, National Scientific Center of RAS (referred to as "the Parties" hereinafter), are willing to promote cooperation between the two institutions in Project : Study on breeding and developing of aromatic plants.

The Parties agree to the following based on the principles of equality and mutual benefits:

- a. to support mutual visits by faculty members.
- b. the Parties will arrange itinerary for Russian and Chinese experts to expedition, experiment requirement, visiting some of the Botanical Gardens and the Herbarium and all necessary facilities and conveniences during their stay in the country.
- c. the Parties will exchange seeds and other materials, especially for important economic plant resources (aromatic and medicinal plants, ets).
- d. the Parties will apply together for government science research and developing projects.
- e. to explore cooperation in academic programmes.
- f. to explore the demonstration and development of good varieties and joint research activities.
- g. to exchange information in the form of publications, instruction materials and other results of teaching and research.

The terms of cooperation for each specific activity implemented under this agreement shall be mutually discussed and agreed upon in writing by the Parties prior to the initiation of that activity and will be the subject of separate agreements.

During the process of cooperation, the Intellectual Property created by either Party alone belongs to the Party which makes the creation. And if the Intellectual Property is created by the Parties together, the Project Intellectual Property is joint Intellectual Property belonging to the two Parties.

This agreement becomes effective from the day the representatives of both institutions affix their signatures below, and will continue for an initial period of three years. At the end of three years, the agreement will automatically be renewed unless otherwise agreed. This agreement may be revised through the mutual agreement of the Parties and may be terminated by either party upon giving twelve months written notice signed by the presiding officer of the notifying party.

In witness to this agreement, the following individuals append their signatures:

For the Institute of Botany
Chinese Academy of Sciences

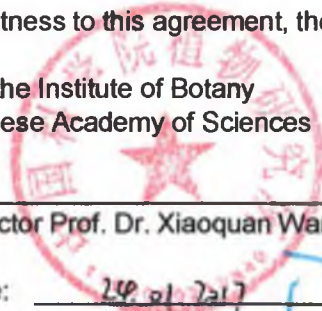
Director Prof. Dr. Xiaoquan Wang

Date: 24.01.2017

For Nikita Botanical Garden, National Scientific
Center of RAS

Director Prof. Dr. Plugatar Iurii Vladimirovich

Date: 24.01.2017



Contract of scientific and technical collaboration

Federal State Budgetary Institute of Science “The Order of the Red Banner of Labour Nikita Botanical Gardens-National Scientific Center RAS” (further-FSBIS “NKG-NSC”) represented by director, Plugatar Iurii Vladimirovich, acting based on the Institute statute on the one hand , and Institute of Botany, the Chinese Academy of Sciences, represented by PI of Ex Situ Conservation and Sustainable Use of Wild Plant Resources Laboratory, Shi Lei, from another hand, both named as “Parties of the Contract”, made a contract as follows.

1. SUBJECT OF AGREEMENT

Parties of agreement intend to conduct scientific activity, involved mutual purpose in the field of development and implementation of research and innovative projects in terms of perspective scientific directions interesting for both sides.

- 1.1. Mutually beneficial collaboration in case of projected scientific work.
- 1.2. Realization of work in the field of ground and implementation of perspective directions concerning introduction of wild species and their use in selection of economically valuable cultivars meant for forestry and agriculture.
- 1.3. Material exchange, object of Properties research, including specimen of vital plants, herbarium, seeds, plant germplasm.
- 1.4. Mutual assistance in promotion and protection of mutual Parties agricultural achievements, coordination of measurements forming market of ornamental and economically valuable plant cultivars.

2. COMMON POINTS

- 2.1. Collaboration will be realized mutually by both Parties in forms as follows:
 - Conducting of mutual researches; experimental, scientific methodical, projective activity, consulting and expertize, preparation of scientific publications;
 - Participation in development of scientific-methodic and current documentary, practical and theoretical materials containing innovational points;
 - Exchange by research informational documentary and literature;
 - Raising the level of scientists` skills, organization of traineeship on basis of Parties;
 - Organization of mutual workshops, conferences and sessions.
- 2.2. Contribution of Parties is not for commercial purposes, activity in terms of this collaboration Agreement is non-commercial and doesn` t suppose any kinds of profits.
- 2.3. For implementation of mutual programs, projects and developments Parties have right to involve scientific, research, planning and design, technological and other organizations and scientists as well.
- 2.4. Collaboration content, its organization issues and order of financing are approved by both Properties according to supplementary agreements to this contract.
- 2.5. If one of Parties intends to terminate the contract, it must inform another Party about decision no later than three months before. The application should be made in written form.

3. DUTIES OF PARTIES

For consolidation of mutual work Parties commit:

- 3.1. In terms of acting legislation about Intellectual property rights protection, to exchange by information, planting material, including seeds, herbarium specimens, seedlings, plant germplasm according to scientific interests of Parties.
- 3.2. Mutually to use center equipment and unique scientific facilities for work.
- 3.3. To extend the Institutes employees during traineeship, research and field work.
- 3.4. Mutually to prepare and represent research result for Scientific Foundations and higher Organizations, implemented according mutual projects of research work.

4. RESPONSIBILITIES OF PARTIES

- 4.1. This contract doesn't bear any financial duties of Parties.
- 4.2. In terms of the contract about mutual collaboration Parties provide right protection for intellectual activity according to acting civil legislation.
- 4.3. Rights for results of intellectual activity, obtained by one of the Parties, belong to this Party.
- 4.4. Rights for results of mutual intellectual activity, belong to both Parties, with considering volume and significance of each Party work according to appropriate supplementary agreement.
- 4.5. In case of mutual property as a result of intellectual activity, each Party has right to use it up to its discretion, if other points aren't agreed by Parties.

5. CONTRACT VALIDITY

- 5.1. This Contract is valid since it is signed by Parties. Contract time is 3 years. If no any objections in written form by even one of Parties, contract validity is prolonged for next three years.
- 5.2. Contract is terminated since Parties sign document about termination of treaty.
- 5.3. This contract is a premise for necessary separate (supplementary) agreements about research work, material and equipment supply and other mutual activity of Parties.

6. FORCE MAJEURE


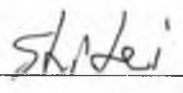
- 6.1. Parties are eliminated responsibility because of partial or complete non-execution of duties according to this contract, if the latter is a result of irresistible force, appeared after making agreement as a result of extraordinary events, preventing realization of this Contract.

7. FINAL PROVISIONS

- 7.1. The agreement about mutual collaboration was made in two copies, that possess similar legal force, one copy for each Party.
- 7.2. Any arrangement between Parties that causes new duties, that are not sounded in Contract, must be agreed by Parties with supplementary agreements to the Contract. All changes and supplementary agreements to the Contract are valid, if they are in written form and signed by authorized representatives of Parties.
- 7.3. The Party isn't entitled to transfer its duties according to the Contract about collaboration to Third Party without preliminary written agreement of the second Party.

- 7.4. Parties agree, that excluding data that according to legislation of Russian Federation don't make trade secret of juridical person, content of the Contract about collaboration, as well as all documents transferred by Parties to each other in connection with the Contract, are confidential and refer to trade secret of Parties, that isn't subjected to disclosure without written agreement of Parties.
- 7.5. If matter of argument on points provided by this Contract or connected with it, Parties will take all measurements to solve the problems by negotiation.
- 7.6. The Contract conditions about mutual collaboration are compulsory for assignees of Parties.

8. LEGAL ADDRESSES OF PARTIES

<p>Federal State Budgetary Institute of Science "The The Order of the Red Banner of Labour Nikita Botanical Gardens - National Scientific Center RAS" 298648, Russia, the Republic of Crimea, Yalta, vil.Nikita, 52, Nikitsky spusk Tel.: 0654-33-55-30 E-mail: priemnaya-nbg@ya.ru</p> <p>Director </p> <p>_____ I.V. Plugatar</p> <p><u>15.10.2016</u> Date</p>	<p>Institute of Botany, The Chinese Academy of Science Nanxincun, Xiangshan, Beijing 100093, PR China Tel.: +86 10 628362 70 E-mail: shilei@ibcas.ac.cn</p> <p>PI of Ex Situ Conservation and Sustainable Use of Wild Plant Resources Laboratory</p> <p> Shi Lei</p> <p>_____ Shi Lei</p> <p><u>15.10.2016</u> Date</p>
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