





Agreement for Extending Areas of the Bilateral Cooperation between Instituto Nacional de Investigação Agrária e Veterinária, I.P. and Shenyang Pharmaceutical University

INSTITUTO NACIONAL DA INVESTIGAÇÃO AGRÁRIA E VETERINÁRIA, I. P. is a Public Scientific Research Institute in the scope of the Ministry for Agriculture, Forests and Rural Development of Portugal, located in Quinta do Marquês, Avenida da República, Nova Oeiras, 2780-157 Oeiras, hereinafter INIAV, and duly represented by the President of the Board, Prof. Nuno Canada.

SHENYANG PHARMACEUTICAL UNIVERSITY (SPU) is a public university belonging to the Ministry of Education of China, situated in Wenhua Road, n° 103, 110016 Shenyang, China, hereinafter **SPU**, and duly represented by its President Prof. Wu Chunfu (General Secretary).

For more than 15 years, the, **INIAV** and **SPU** have maintained strong scientific cooperation in the area of grape and wine polyphenols. Following the visit of a Chinese governmental delegation led by vice-governor of Liaoning Province to INIAV in June, 2012, this cooperation would be strengthened through a bilateral cooperation agreement signed by both institutions regarding the establishment of a "Grape and Wine Research Institute" in Shenyang Pharmaceutical University, accomplished in November, 2015 and currently known as "School of Functional Food and Wine". This institute covers not only "Viticulture and Enology", but also "Food Science and Technology", as well as "Natural Plant Nutraceuticals".

Hereby, in order to leverage cooperation results, both institutions decide to extend further their cooperation for the joint development in the field of plant originated health-beneficial and/or functional food products suitable for launching into Chinese and European consumer markets.

Article 1 – Specific areas and actions of cooperation

- 1. The present extension agreement between **INIAV** and **SPU** shall be implemented in terms of a joint development of health-beneficial and/or functional food of medicinal or edible plants origin that are largely present in Portugal.
- 2. The cooperation between the parties will be concreted by the execution of scientific projects approved by the two Institutions, witch shall include, the realization of training of MD, PhD and post-Doc students and visit of researchers, the exchange of scientific information, and the jointly preparation of research projects, scientific seminars and workshops, as well as scientific publications.







Article 2 - Market research for the developed products

The jointly developed health-beneficial or functional food shall comprise market-demanding products in both China and Europe. Therefore, a preliminary research on offer range and popularity of health-beneficial or functional foods in the Chinese and European consumer markets will be ensured by **SPU** in cooperation with INIAV.

Article 3 – Financial support

The cooperation actions mentioned in Articles 1 and 2 shall be fully financed by the future national or international projects to be awarded from one of or both of the institutions, which shall comprise budget availability for the demanding financial support.

Article 4 Achievement expectations and forecast

- 1. Patents to be awarded: 1-2
- 2. PhD and/or post-doc students training; : 3-5
- 3. Market-ready or transferable ready product developments; 2-3
- 4. Grant of patents.

Article 5 – Intellectual and commercial property rights

- 1. Both institutions will hold equal intellectual properties and commercial rights over the jointly developed functional foods and products.
- 2. Each institution will immediately notify the other, in writing, about any improvement, innovation, invention or discovery (whether patentable or not) achieved, concerning the scientific and technological cooperation under this agreement.
- 3. Neither party will be entitled to dispose of any rights under this Agreement without the written consent of the counterparty, in strict accordance with the national and international laws applicable to intellectual property.
- 4. Further terms and conditions of rights and royalties trading will be settled in agreement extensions by both parties on a case-by-case approach upon each product development to be achieved.





Article 6 - Duration of the agreement, Amendments and additions

- 1. The present cooperation agreement will be valid for a period of five years from the date of signature, successively renewable for equal periods.
- 2. The Agreement may be terminated by either party upon giving 60 days' notice of that intention before the end of each running period.
- 3. Amendments, additions and/or changes to this Agreement shall be possible and valid after written confirmation by both parties.

Lisbon, 18th September 2017

Lisbon, 18th September 2017

On behalf of

Shenyang Pharmaceutical University

On behalf of

Signature:

Instituto Nacional de Investigação Agrária e Veterinária, I.P.

Signature:

Name: Wu Chunfu

Function: President (General Secretary)

Name: Nuno Canada

Function: President