

Food Safety Research Cooperative Activities

between

**The Department of Agriculture of the
United States of America**

and

**The Ministry of Science and Technology of the
People's Republic of China**

ANNEX VIII

under

**The Protocol on Cooperation in
Agriculture Science and Technology between
The Ministry of Science and Technology of
The People's Republic of China and
The Department of Agriculture of the United States of America**

The United States Department of Agriculture (USDA) and the Ministry of Science and Technology (MOST) of the People's Republic of China, hereinafter referred to as the "Parties":

Noting the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed at Washington, D.C. on January 31, 1979, as amended and extended, hereinafter referred to as the "S & T Agreement";

Noting that under the S & T Agreement, the Parties signed a Protocol on Cooperation in Agriculture Science and Technology on December 10, 2002, renewed for a second 5-year term on December 11, 2007, to expire on December 10, 2012, hereinafter referred to as the "Protocol";

Noting that Article II of the Protocol identifies a number of areas for potential cooperation in the areas of agricultural products processing technology and that to generate broad interest and increased activities, the Parties shall, by mutual agreement, involve other interested government agencies, scientific and business communities, and private sectors of both countries;

Desiring to establish a new partnership in agricultural cooperation founded on mutual benefit and equality between USDA and MOST, focusing on common interests in the scientific and technical activities of food safety, such as the development of rapid pathogen detection processes, new analysis methods of chemical hazards in foods and surrounding environments, and food safety technological standards;

Have agreed as follows:

ARTICLE I Objectives

The objective of this Annex is to establish the Joint U.S.-Sino Food Safety Research Center between USDA, Agricultural Research Service (ARS) and Shanghai Jiao Tong University (SJTU), Shanghai, the People's Republic of China.

This Annex is subject to the terms and conditions of the S & T Agreement and the Protocol. In the event of any conflict between the terms and conditions of the S & T Agreement or the Protocol and this Annex, the S & T Agreement and the Protocol shall govern.

ARTICLE II Areas of Cooperation

Cooperation under this Annex may include, but is not limited to, the following topic areas:

- Develop new rapid pathogen detection processes and effective assessment and control systems to resolve the obstacles related to food safety in food industries and business.
- Develop new analysis methods of chemical hazards in foods and their surrounding environments.
- Basic research on food safety issues.
- Food safety technological standards.
- Recent priority and specific targeted research areas involve:

-Using nucleic acid and/or protein-type of biomarkers to screen the presence of *Escherichia coli* O157:H7, *Salmonella*, *Listeria monocytogenes*, *Staphylococcus aureus*, *Vibrio parahaemolyticus* and other pathogens and toxins; identification and characterization of their toxic genes.

-Developing rapid and effective pathogen concentration/capture processes.

-Integrating the detection and capture processes to form automated detection platforms that are suitable for high-throughput needs.

Cooperation arrangements may include:

- Exchange of scholars and students between Jiao Tong University and ARS.
- Exchange of information through seminars during short visits.
- Arrangements of annual research meetings between Parties to evaluate the progress and effectiveness of established collaborations and to propose new collaboration opportunities. The annual meetings should take place alternately between the United States and China.
- Whenever possible, the Parties will consider developing joint research

proposals geared toward solving specific food safety related trade issues.

- Establishment of a Joint U.S.-Sino Food Safety Research Center among Parties.

To generate broad interest and increased activities, the Parties will, upon mutual consent, involve other interested government agencies and the scientific and business communities of both countries in cooperative programs, trade capacity-building activities, and scientific cooperation and exchanges in implementation of this Annex.

ARTICLE III **Forms of Cooperation**

The Parties will each maintain a center within their respective organizations that supports the activities of this Annex, which jointly will comprise the Joint U.S.-Sino Food Safety Research Center. Each Party will have a Director or a designee nominated by the Director to head its center. The Center, through the coordination of the respective Center Director or designee, will principally coordinate activities of participating agencies and universities throughout the respective countries.

Each Party is hereby designated to represent its center and to carry out activities such as liaising with appropriate agencies, representing that Party's position regarding projects for the Center, and serving as lead agency for each center.

MOST will share implementation responsibility with the Office of Science & Technology Division of Shanghai Jiao Tong University. USDA will coordinate implementation through ARS, National Program Staff.

Each country's Center Director or designee will coordinate, manage, and staff that Party's center, consistent with the availability of funding and resources. Specifically, this may include:

- Assist the U.S. and Chinese researchers in identifying new projects and research collaboration opportunities.
- Plan and implement cooperative programs and activities with other interested entities in either or both countries.
- Arrange meetings and workshops required under the Protocol.
- Develop annual reports and other documents as directed by the Protocol Joint Working Group (JWG) for this area of cooperation and the Parties.
- Serve as a point of focus for information on each center and its individual and collective activities.
- Maintain an agreed upon scope of work consistent with objectives and JWG directives.
- Maintain high technical standards through scientific review.
- Facilitate exchange of scientists as guest lecturers, project participants, conference or workshop invitees, and members of technical review teams.

- Facilitate the exchange among the scientific community, private industry, and commerce sectors in personnel training and product development that would benefit agricultural sectors in both countries.

Parties are encouraged to:

- Exchange the information quarterly and meet annually at a location and date mutually agreed, to discuss projects and programs jointly administered. The representative should be the Center Director from each partnering agency, at a minimum, and preferably include representatives from the other participating partners.
- Participate in the annual USDA-MOST Protocol Joint Working Group meetings.
- Establish academic Web sites or create reciprocal links from respective Web sites and cite their partnership in their publications. However, ARS and SJTU may not use the other's name, seal, or other identifying or proprietary information in catalogues, advertising materials or websites, until the other has reviewed and approved of the proposed use.

Subject to the requirements of Article V, information resulting from cooperation activities under this Annex should be released nationally and internationally by the Parties. Parties should publish jointly or independently, giving due credit to the other Party's contributions to the effort. In the case of failure to decide the manner of publication and interpretation of results after a delay of one month, either Party may publish data after due notice and submission of the proposed manuscripts to the other. The Party publishing the data should give due credit to the other Party and should assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE IV Funding

All cooperative activities under this Annex shall be subject to the availability of funding, personnel and resources. This Annex shall not be construed to obligate any particular expenditure or commitment of resources or personnel.

Each Party will utilize its own resources, including the expenditure of its own funds, in carrying out the activities described by this Annex. The activities described by this Annex do not involve the transfer of funds between the Parties other than as compensation for goods or services provided.

ARTICLE V

Intellectual Property Rights

Article VII of the Protocol and Annex I of the S & T Agreement govern the dissemination, use and protection of information used or generated in the course of activities conducted under this Annex, and the allocation of intellectual property rights arising from this activity.

ARTICLE VI

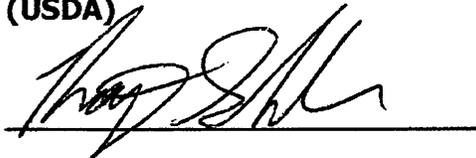
Effective Date, Amendments, Validity and Termination

This Annex shall enter into force upon signature by the Parties and remain in force for 5 years or until termination of the Protocol, whichever occurs first. This Annex may be amended or extended by written mutual agreement of the Parties.

At the discretion of either Party, this Annex may be terminated upon 6 months advance notice in writing to the other Party.

Done at Davis, CA, this day of July 8, 2009, written in English and Chinese and in duplicate, each text being equally authentic.

**FOR THE DEPARTMENT OF
AGRICULTURE OF THE
UNITED STATES OF AMERICA
(USDA)**



**FOR THE MINISTRY OF
SCIENCE AND TECHNOLOGY
OF THE PEOPLE'S REPUBLIC
OF CHINA (MOST)**



Copies of correspondence and documentation between the ARS and MOST should be sent to:

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