AGREEMENT
BETWEEN
THE ASIAN VEGETABLE RESEARCH AND DEVELOPMENT CENTER
(TAIWAN)
and
THE VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
(THE UNITED STATES OF AMERICA)

In the interest of establishing a collaborative relationship of mutual
benefit, and for the purpose of jointly undertaking educational and scholarly
projects mutually acceptable to the two Institutions, the Asian Vegetable
Research and Development Center (AVROC), Taiwan, and the Virginia Polytechnic
Institute and State University, United States of America, do hereby agree as
follows:

ARTICLE I

There shall be established a committee to be known as the "Coordinating
Committee" (hereinafter designated as the Committee) which shall be recognized
by the two Institutions as the Committee created to facilitate the adminis-
tration of all joint research and education programs undertaken pursuant to
this Agreement. Any funds which become available under this Agreement shall
be used by the Committee under such policies as may be mutually agreed upon
by the two institutions for the administration of each selected project.
Funds utilized under this Agreement shall be from contract and grant sources
approved by the Committee. All policies of the two institutions relating
to the use of such funds shall be applicable. This Agreement does not
indicate a commitment on the part of either institution for specific funding.
ARTICLE II

The Committee shall consist of six (6) members. Three (3) will be appointed by the Director of AVRDC and three (3) by the President of the Virginia Polytechnic Institute and State University. The tenure of each Committee member will be specified by the appropriate appointing authority.

ARTICLE III

The Committee shall adopt such rules and appoint such subcommittees as it shall deem necessary for the conduct of affairs of the Committee and the administration of the programs of the total agreement; provided that such rules may not supersede or otherwise be inconsistent with the provisions of this Agreement or the policies and regulations of the respective governing bodies of the institutions.

ARTICLE IV

In the furtherance of the aforementioned purpose, the Committee may, subject to the provisions of the Agreement, exercise all powers necessary to carry out the purpose of this Agreement, including, but not limited to, the following:

(a) Identify the broad areas of joint projects to be undertaken by the two institutions named;

(b) Receive and act on recommendations from the scientists of the two institutions for joint projects to be undertaken;

(c) Approve and administer joint programs in accordance with the purpose of this Agreement;
(d) Provide for the movement of scientists and graduate students between the two institutions for the purpose of enhancing education and scholarship, subject to approval of the academic or professional qualifications of such persons by both institutions;

(e) Acquire, hold and dispose of all equipment and research material as the Committee may consider necessary and desirable for each project; provided however, that all such equipment and material has been made available for the furtherance of the purpose of the Agreement; and provided further that such property, equipment or research material shall be titled in the name of the institution designated and approved by the funding source through which the property, equipment or research material was obtained. In the event of dissolution of this Agreement or termination of a project, such property, equipment or research material shall thereupon be returned to the institution in the name of which the property, equipment or research material was titled;

(f) Take all action deemed necessary for the successful completion of approved projects, and of the total Agreement.

ARTICLE V

All commitments, obligations, and expenditures authorized by the Committee shall be made pursuant to an annual budget prepared by the Committee and submitted to the institutions for approval. The Committee shall submit to the two institutions an annual report including a duly audited statement of accounts.
ARTICLE VI

The Committee shall meet as required, and at its first meeting, shall elect from within its membership a Chairman, Vice-Chairman, and Secretary. The duties and responsibilities of each officer and member shall be specified in the rules referred to in Article III. The Chairman and Vice-Chairman will not be from the same institution in any one year, and shall rotate between the institutions yearly.

ARTICLE VII

Any project may be terminated by:
(a) Mutual agreement between the two institutions;
(b) Either institution giving at least six (6) months notice in writing;
(c) A decision of the Committee, by majority vote;
(d) Completion of the project.

ARTICLE VIII

This Agreement may be terminated by:
(a) Mutual agreement between the two institutions;
(b) Either institution giving at least twelve (12) months notice in writing.

ARTICLE IX

This Agreement as a condition precedent to its entry into full force and effect, shall be approved by the chief administrative officer of each participating unit and the approval noted hereon.
ARTICLE X

The Agreement shall come into force on the date of signing.

IN WITNESS WHEREOF the undersigned being duly authorized by the respective institution, hereby sign and approve the Agreement.

Done in Duplicate

at Seattle, Wash. this 27th day of December 1981

FOR THE ASIAN VEGETABLE RESEARCH AND DEVELOPMENT CENTER

Director

W. E. Lavery

at Blacksburg this 19th day of November 1981

FOR THE VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

W. E. Lavery, President