



**Memorandum of Understanding (MOU)**

**on agricultural research and cooperation**

*between the*

**Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria**

**(CREA)**

**(The Italian Republic)**

*and*

**THE SCIENTIFIC AND TECHNOLOGICAL RESEARCH COUNCIL OF TÜRKİYE**

**MARMARA RESEARCH CENTER**

**(TÜBİTAK MAM)**

**(Republic of Türkiye)**

This Memorandum of Understanding (hereinafter also referred to as the "Memorandum" or MOU) is between the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Council for Agricultural Research and Economics), a public and non-profit research organization with legal office in Rome, Italy, via della Navicella 2-4, 00184, and represented by its President and Legal Representative Prof. Carlo Gaudio and The Scientific And Technological Research Council Of Türkiye Marmara Research Center a national public research organization, with legal venue in Gebze, Kocaeli, Türkiye and represented by Prof. Dr. Ahmet Yozgatlıgil, hereinafter also referred to as "The Parties";

PURSUANT TO the prevailing laws and regulations in their respective Countries;

CONSIDERING that the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Council for Agricultural Research and Economics), hereinafter also referred

to as “CREA”, is the main research organization of the Italian Republic in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research, that promotes and conducts fundamental, applied and development research on a broad range of knowledge areas;

CONSIDERING that The Scientific And Technological Research Council Of Türkiye Marmara Research Center , hereinafter also referred to as (“TÜBİTAK MAM”), is the main research organization of Republic of Türkiye, in the fields of Energy Technologies, Life Sciences, Material Technologies and Climate Change and Sustainability, that promotes and conducts fundamental, applied and development research on a broad range of knowledge areas;

BEING AWARE OF the significant role of agriculture, agroindustry, food, fishery and forestry, rural development and economics research in the economic development of the two countries;

AIMING TO promote economic, scientific and technological cooperation between the two countries in the field of in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research;

TAKING INTO ACCOUNT the importance of strengthening cooperation between Organizations and Institutions involved in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research of the two Countries;

WHEREAS the goal of this MOU is to promote the collaborative relationship in agricultural research and cooperation, and other related matters between CREA and TÜBİTAK MAM in order to contribute to the social well-being and economic development of the regions served by the respective Institutions;

WHEREAS there is a common interest for Italy and Türkiye to promote the relationship between CREA and TÜBİTAK MAM in the field of agricultural and economics research;

WHEREAS CREA and TÜBİTAK MAM could be joint partners in the application for potential cooperation projects and collaborative research activities in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research;

WHEREAS CREA and TÜBİTAK MAM have mutual interest in fostering further collaboration in the research on *food safety, food quality, food processing, functional foods and new food formulations/development* and agree that there is a need for a MOU under which detailed joint work plans will be developed and implemented in the coming years;

NOW THEREFORE, CREA and TÜBİTAK MAM, inspired by their common objectives to

further promote and accelerate agricultural and economic research, have entered into this MOU under the terms and conditions set forth in the following articles:

### **Article 1**

#### **Purpose**

This Memorandum is a statement of intent. The Parties do not intend this MOU to be legally binding.

The main purpose of the Memorandum is to promote and encourage economic, scientific and technical cooperation between CREA and TÜBİTAK MAM, their research Institutes or Centres in the field of agriculture.

The activities envisaged in this Memorandum will be implemented by the Parties under their exclusive competence and in accordance with their respective national laws and international obligations and - as far as the Italian Party is concerned - the obligations deriving from its being member of the European Union (EU).

The failure of the Parties to reach an agreement on the matters under negotiation shall neither expose either Party to any liability to the other Party nor give to any Party the right to claim damages whatsoever.

### **Article 2**

#### **Areas of cooperation**

The Parties will develop cooperation and exchange information and experience on the following areas provided that the relevant permits are obtained according to the legislation of the parties:

1. exchange of research materials, publications and information
2. exchange of research staffs
3. collaborative work on relevant research meetings and conferences
4. development and implementation of collaborative research projects on new technologies, agriculture, agroindustry, food, fishery and forestry, rural development and economics research issues
5. collaboration in training programs including staff development
6. other related areas that are of interest and mutually agreed upon by the Parties.

Any further development of the collaboration between CREA and TÜBİTAK MAM will be jointly evaluated following needs, interest, capacity and effectiveness for such cooperation of both parties, and the level of financial resources available for the implementation of the subsequent joint program.

It is understood that specific CREA-TÜBİTAK MAM collaborative activities will be developed under this MOU and approved by the two Parties.

### **Article 3**

#### **Forms of cooperation**

The Parties agree to cooperate in the following forms, also through their research Institutes and Centres:

1. Exchange of information of mutual interest, including regulatory documents and samples of products within national laws/legal rules for research purposes;
2. Introduction of new technologies;
3. Support for the establishment of joint ventures in the sphere of agriculture, agroindustry, food, fishery and forestry, rural development and economics research;
4. Elaboration of joint bilateral and multilateral projects on agriculture, agroindustry, food, fishery and forestry, rural development and economics research and participation in them;
5. Organization of communication activities in the field of agriculture, agroindustry, food, fishery and forestry, rural development and economics research and other related areas (organization of fairs, exhibitions, workshops, conferences, symposia etc.);
6. Promotion of research activities, particularly in the field of agriculture, new technologies, agroindustry, food, fishery and forestry, rural development and economics research;
7. Exchange of specialists and organization of meetings on issues of mutual interest;
8. Any other technically possible form of cooperation as mutually agreed upon by the Parties with subsequent joint programs.

#### **Article 4**

##### **Implementation of the Memorandum**

The Parties will decide on matters concerning the implementation of the provisions of the present Memorandum through meetings at technical level, unless otherwise agreed.

Aiming at assuring the fruitful implementation of collaboration in the above-mentioned sectors, contacts and working sessions between the Parties will be carried out also in online conference.

#### **Article 5**

#### **Article 6**

##### **Financial arrangement**

This Memorandum is not a funds obligating document. By signing this Memorandum, the Parties are not bound to take any action or fund any initiative.

Each Party will cover the costs of its participation to the joint activities. The activities planned by this Memorandum are subject to the availability of funds and personnel and to the laws and norms in the respective Countries or international obligations and - as far as the Italian Party is concerned - the obligations deriving from its being member of the European Union (EU).

Any cost that may arise from the implementation of this Memorandum does not imply further additional expenses to the respective State budgets.

## **Article 7**

### **Information and intellectual property rights**

Scientific and technological information having non-proprietary nature arising from direct cooperative activities may be made available to the public by either Party through customary channels and in accordance with its general procedures.

Intellectual property rights and other proprietary rights created or introduced during the cooperative activities under this Agreement, including the division of intellectual property rights to research results, will be determined in each case in agreements signed by the Parties.

## **Article 8**

### **Research material transfer agreement**

In case the transfer of research materials is required for collaboration activities to be carried out within this Memorandum, such materials may be transferred in accordance with laws and regulations in force in the countries of the Parties through separate Material Transfer Agreements concluded between the Parties and/or Enterprises, Institutions and economic Agents from the two Countries subject to approval by the Parties.

## **Article 9**

### **Amendments**

Any amendment to this Memorandum shall be made upon mutual consent of the Parties and in written form.

## **Article 10**

### **Settlement of disputes**

Any dispute arising out of the interpretation or implementation of this Memorandum shall be settled amicably through consultations and negotiations between the Parties.

This Memorandum shall not prejudice any rights and/or commitments of the Parties resulting from any other bilateral or multilateral international agreement concluded by the Republic of Türkiye and the Italian Republic or following their membership in international Organizations and in the European Union (EU) as far as the Italian Party is concerned.

The failure of the Parties to reach an agreement on the matters under negotiation shall neither expose either Party to any liability to the other Party nor give to any Party the right to claim damages whatsoever.

## **Article 11**

### **Confidentiality**

Each Party shall undertake to observe the status of confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Memorandum or any other

agreement made pursuant to this Memorandum.

The Parties agree that the provision of this Article shall continue to be binding for the Parties for 3 (three) years after the termination of this Memorandum of Understanding.

The provision of this Article shall not prejudice the prevailing laws and regulations of the Parties.

The scope and details of cooperation in the projects implemented under this Agreement, including the division of intellectual property rights to research results, will be determined in each case in agreements signed by the Parties.

**Article 12**  
**Entry into force and duration**

This MOU shall take effect on the date the authorized representative of the last party affixes his/her signature and shall remain valid for five (5) years.

The MOU may be terminated earlier when one of the parties notifies the other in writing of its intention to terminate the MOU, in which case the MOU will terminate six months from the date of such notification.

Unless otherwise decided by the Parties, the termination of the Memorandum will not affect existing programs or programs which are under implementation.

An extension of the provisions of this MOU will take the form of a new signed Agreement between the Parties.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised thereto by the Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (CREA) and The Scientific And Technological Research Council Of Türkiye Marmara Research Center ("TÜBİTAK MAM") respectively, have signed this Memorandum.

**DONE** in two originals in English, handwritten or digital signature, both equally authentic.

The Scientific And Technological Research Council Of Türkiye Marmara Research Center (TÜBİTAK MAM) <i>Prof. Dr. Ahmet Yozgatlıgil</i>	Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (CREA) <i>Carlo Gaudio</i>
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Acting President	President
Date: .../ ... /... Place:	Date(dd/mm/yy) Place

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