



Memorandum of understanding on agricultural research and cooperation
between the
Council for Agricultural Research and Economics of the Italian Republic
and the
BioSense, Research and Development Institute for IT in Biosystems of the Republic
of Serbia

The Council for Agricultural Research and Economics and the BioSense, Research and Development Institute for IT in Biosystems, hereinafter also referred to as “the Participants”

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

CONSIDERING that the 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 BioSense, Research and Development Institute for IT in Biosystems, hereinafter also referred to as “BioSense”, is the pioneer in digital transformation of agriculture in Serbia, founded in 2015. Exploring scientific and technological frontiers regarding the application of IT in agriculture, the Institute strives to deliver state-of-the-art digital solutions to the farming sector in Serbia and the World, in order to ensure higher yields with smaller investments., in the fields of material science, micro and nano electronics, sensor design, remote sensing, Internet of Things, artificial intelligence, biosystem research, cellular agriculture and bioarcheology, 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;

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;

WILLING to promote the collaborative relationship in agricultural research and cooperation, and other related matters, in order to contribute to the social well-being and economic development of the regions served by the respective Institutions;

WILLING to develop cooperation projects and collaborative research activities in the fields of agriculture, agroindustry, food, fishery and forestry, rural development and economics research;

INTERESTED in fostering further collaboration in the research on material science, micro and nano electronics, sensor design, remote sensing, Internet of Things, artificial intelligence, biosystem research, cellular agriculture;

have entered into this memorandum of understanding (MOU)

Article 1

Purpose

1. This MOU does not constitute an international agreement which may lead to rights and obligations under international law. No provision of this MOU is to be understood and performed as a legal obligation or commitment of the Participants.
2. The main purpose of this MOU is to promote and encourage economic, scientific and technical cooperation between CREA and BioSense, through their research Institutes or Centres, in the field of agriculture.
3. This MoU will be implemented in accordance with the Italian and Serbian legislations as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

Article 2

Areas of cooperation

The Participants will develop cooperation and exchange information and experience on the following areas:

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
5. collaboration in training programs including staff development
6. other related areas of interest mutually identified by the Participants.

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

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

Article 3

Forms of cooperation

The Participants will 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;
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 new technologies in agriculture;
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 Participants with subsequent joint programs.

Article 4

Implementation

The Participants will decide on matters concerning the implementation of the provisions of the present MOU 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 Participants will be carried out also in online conference.

Article 5

Joint Committee

For the purpose of ensuring the effective implementation of this MOU, the Participants will establish a Joint Committee on Scientific and Technological Cooperation (hereinafter referred to as "the Joint Committee").

The Joint Committee will consist of official representatives of each Participant and will be co-chaired by the representatives of both Participants. The Joint Committee will establish its own rules of procedure.

The functions of the Joint Committee will be:

- exchanging views and information on scientific and technological policy issues; Reviewing and discussing the cooperative activities and accomplishments under this MOU;
- making recommendations to the Participants with regard to the implementation of this MOU, which may include the identification and proposal of the cooperative activities hereunder and the encouragement of their implementation.

Likewise, the Participants, through the Joint Committee, will promote the subscription of specific instruments of Cooperation per area of specialization.

Providing an annual report to the Participants on the status, the achievements and the effectiveness of the cooperative activities under this MOU. The report will be in English.

Decisions of the Joint Committee will be reached by mutual consent.

The expenses related to the participation in the meetings of the Joint Committee, such as travel costs and accommodation will be borne by the Participants to whom they relate. Any other costs associated with these meetings will be borne by the host Participant.

The Joint Committee will meet alternately in Italy and Serbia, preferably annually, or by videoconferencing.

Article 6

Financial arrangement

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

Each Participant will cover the costs of its participation to the joint activities. The activities planned by this MOU are subject to the availability of funds and personnel.

Any cost that may arise from the implementation of this MOU will be covered by the Participants according to their ordinary budget availability without any additional cost for the State budgets of the Italian Republic and the Republic of Serbia.

Article 7

Information and intellectual property rights

Intellectual property rights and other proprietary rights created or introduced during the cooperative activities under this MOU will be treated in accordance with specific agreements to be implemented case by case.

Article 8

Research material transfer agreement

In case the transfer of research materials is required for collaboration activities to be

carried out within this MOU, such materials may be transferred in accordance with laws and regulations in force in the countries of the Participants through separate Material Transfer Arrangements concluded between the Participants and/or Enterprises, Institutions and economic Agents from the two Countries, subject to approval by the Participants.

Article 9 Amendments

Any amendment to this MOU will be made upon mutual consent of the Participants and in written form.

Article 10 Interpretation

Any dispute arising out of the interpretation or implementation of this MOU will be settled amicably through consultations and negotiations between the Participants.

Article 11 Confidentiality and Personal data protection

Each Participant will observe the status of confidentiality and secrecy of documents, information and other data received or supplied to the other Participant during the period of the implementation of this MOU or any other arrangement made pursuant to this MOU.

The Participants intend that the previous provision of this Article will continue to be valid for 3 (three) years after the termination of this MOU.

Each Participant will ensure the protection of personal data received from the other Participant for the purpose of carrying out the cooperation activities provided for in this MOU, undertaking not to transfer them to third Parties and, in any event, not to process them in a manner that is incompatible with the agreed purposes without the prior written consent of the other Participant.

The Participants will process personal data relating to this MOU in compliance with the applicable EU, international and national law on data protection, in particular, Regulation (EU) 2016/679 (“General Data Protection Regulation” or “GDPR”).

For each area of cooperation or project, specific agreements will be implemented, with the supervision of the Data Protection Officer (DPO) of CREA and, if necessary, of the Joint Committee, to define the most suitable procedure for the correct processing of personal data according to current legislation.

The transfer and exchange of personal data between CREA and BioSense will be subject to appropriate guarantees, as required by Article 46 par. 2. (c) of GDPR.

The provision of this Article will not prejudice the prevailing laws and regulations of the Participants.

Article 12
Final provisions

This MOU will take effect on the date of signature and will remain valid for five (5) years.

The MOU may be terminated earlier when one of the Participants notifies the other in writing of its intention to terminate the MOU, in which case the MOU will terminate six (6) months from the date of such notification.

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

SIGNED in Belgrade, on 21st March 2023 in two originals, each in the English language, handwritten or digital signature, both texts being equally authentic.

*Council for Agricultural Research and Economics
of the Italian Republic*

*BioSense, Research and Development
Institute for IT in Biosystems of the
Republic of Serbia*

Director-General
Dr. Stefano Vaccari*

Director
Dr. Vladimir Crnojevic

* Specifically delegated to sign under proxy statement n. done in Rome, March XX 2023, signed by Prof. Carlo Gaudio, President and Legal Representative of CREA.