



Public - Private - People Partnership (4P) Agreement

Building a Cross Border Living Laboratory for Multifunctional Olive Systems (LL1)

LIVINGAGRO Project - ENI CBC MED

Between*:

The LIVINGAGRO project partners:

- FoReSTAS Agency – Regional forestry agency for the development of the territory and the hereinafter referred to as [FoReSTAS]; environment of Sardinia (coordinator, having its registered office or based in Viale Merello 86, 09123 Cagliari and represented by Dr. Antonio Casula, General Director of FoReSTAS; hereinafter referred to as [FoReSTAS];
- CNR ISAFOM - Consiglio Nazionale delle Ricerche Istituto per i Sistemi Agricoli e Forestali del Mediterraneo - Italy, having its registered office in P.le Enrico Fermi 1 - Loc. Porto del Granatello, 80055 Portici (NA), represented by Dr. Silvano Fares, ISAFOM Director of CNR ISAFOM, hereinafter referred to as [CNR-ISAFOM;]
- NARC – National Agriculture Research Center, Jordan, having its registered office in Al-Balqa, 639, 19381, Baqa, Jordan and represented by Dr. Nizar Jamal Haddad, General Director of NARC, hereinafter referred to as [NARC];
- LARI - Lebanese Agricultural Research Institute, Lebanon, having its registered office or based in Tal Amara, Bekaa, Lebanon. P.O. Box: 287-Zahle. and represented by Dr Michel Antoine Afram, hereinafter referred to as [LARI];
- MAICH - Mediterranean Agronomic Institute of Chania, having its registered office at Alsyllo Agrokepio, 1 Makedonias Str., Chania 73100 (an organ of the International Center for Advanced Mediterranean Agronomic Studies based in Paris), and represented by Dr. George Baourakis hereinafter referred to as [MAICH];
- ATM Consulting S.A.S. (ATM), Italy, having its registered office or based in Via dell'Acacia 2, 06129, Perugia and represented by Dr. Mario Sanna, hereinafter referred to as [ATM];

and

the Parties listed in Annex 1 to the present Agreement:

- The FARMERS, LAND OWNERS, COMPANIES and their ASSOCIATIONS (“PRIVATE ORGANISATIONS AND INDIVIDUALS”);
- The RESEARCH ORGANISATIONS, UNIVERSITIES, and EDUCATIONAL INSTITUTIONS (“RESEARCH AND EDUCATION”) ;
- The LOCAL COMMUNITIES, NGO s, other non-profit ASSOCIATIONS, and PEOPLE INTERESTED IN AGROFORESTRY for Multifunctional Olive Systems (“COMMUNITIES”);



- The PROFESSIONAL CONSULTANTS and their ASSOCIATIONS, and EXTENSION SERVICES (“PROFESSIONAL AND EXTENSION”);
- The MUNICIPALITIES, REGIONAL GOVERNMENTS, OTHER PUBLIC INSTITUTIONS (“DECISION AND POLICY MAKERS”), etc.;

hereinafter collectively referred to as “Parties”.

WHEREAS

The LIVINGAGRO project financed under the ENI CBC MED Program pursues the general objective of achieving technology transfer and commercialization of research results in the Mediterranean Agroforestry sector, through the creation of two Living Labs (LL1 - Multifunctional Olive Systems and LL2 - Grazed Woodlands) based on Open Innovation approaches, with the following specific objectives:

- to create new opportunities for local communities in terms of sustainable farming practices and product diversification, through the identification and implementation of innovative techniques in the Agroforestry sector;
- to improve the stability of food production in the Agroforestry sector by promoting the production of quality products that support the income growth of farmers in marginal areas who have environmental constraints and limited resources;
- to support innovation with high commercial potential in various contexts: agricultural mechanisation, agri-food quality, processing technology, authentication and optimising the use of by-products and waste from the agricultural, forestry and livestock sectors.

The LIVINGAGRO project aims to draw up and sign two collaborative Agreements for establishing two Living Laboratories on Multifunctional Olive Systems (LL1) and Grazed Woodlands (LL2). The two Agreements will establish a long-term collaboration between the partners, providing rules concerning the governance structure, technical and financial provisions, IPR provisions, and liability of the partners.

Since December 2019, the LIVINGAGRO project has carried out several activities aimed at adopting the open-innovation approach, interacting with stakeholders through surveys, during field visits, field trials of promising innovations, project capitalization meetings, B2B events and workshops, and through the release of the project’s ICT platform (livingagrolab.eu/). The platform forms a core part of the Living Lab experience, with the goal of sharing knowledge, innovation and ideas about a wide range of subjects in free e-learning courses and many other resources. This cross-border environment links the consortium partner countries of Italy, Lebanon, Jordan and Greece and welcomes other participants.



IT IS HEREBY AGREED as follows:

1. Purpose

The purpose of this Agreement is to define and regulate the cooperation among the Parties of the Living Laboratory on **Multifunctional Olive Systems** (hereinafter referred to as MOS or LL1). The Parties shall participate in the activities of the aforementioned Living Lab.

The specific objectives of this cooperation are:

- to promote the concepts and practices of AGROFORESTRY in Mediterranean countries as a tool to increase the related economic, social and environmental benefits from local to global scales;
- to establish a long-term COLLABORATION among the members of the Living Laboratory at a cross-border level, bridging innovation needs and solutions in the Mediterranean area in the context of agroforestry;
- to help Living Lab members share BEST PRACTICES with a wider public and policy makers;
- to link the current partnership Agreement with similar cooperative projects within regional, national and Euro-Mediterranean contexts;
- to provide a set of SERVICES to Living Lab members based on the outcomes of the project and share LIVINGAGRO experiences, information, innovations and best practices beyond the end of the project;
- to improve the visibility of the Living Lab and its innovations and good Agroforestry practices as promoted and shared by the ICT platform for its followers/subscribers
- to facilitate use of the LIVINGAGRO ICT platform to help stakeholders take advantage of the benefits of AGROFORESTRY by:
 - discovering innovations that can help improve products
 - accessing free e-learning modules and training courses
 - investigating the ways Agroforestry practices can support farmers and farms, and protect the planet
 - exploring catalogues of innovations, scientific resources, and press releases
 - networking with innovators and other stakeholders

2. Duration

This Agreement shall enter into force from the first day of the first month after signature of at least five Parties and shall remain in force until the governance body will end the Agreement.



Any Party may withdraw from the present Agreement at any time, just by sending a simple request to the Living lab board (see article 10), with no consequence for the present Agreement or for the party.

3. Specific tasks and obligations of the parties

The Parties shall contribute to the Living Lab activities based on their interests, capacities and competences, in order to promote the advancement of innovations in the field of Agroforestry for Multifunctional Olive Systems , and in particular:

- The PROJECT PARTNERS undertake to:
 - provide scientific and technical information on the project's ICT platform, an open access facility related to Agroforestry, for example through free online e-learning modules and multimedia materials, publications and catalogues of innovations.
 - encourage the use of the services provided by the platform, such as the Forum and the “ask an expert” sections, by seeking cooperation with thematic associations and networks;
 - encourage the use of the platform and social media channels to advertise, communicate and disseminate events related to Agroforestry and Multifunctional Olive Systems management;
- The RESEARCH ORGANISATIONS, UNIVERSITIES, EDUCATIONAL INSTITUTIONS, PROFESSIONALS AND EXTENSION SERVICES listed in Annex 1 to the present Agreement who are not project partners undertake to:
 - participate in Living Lab activities by sharing scientific or technical information or events related to Agroforestry in their own country, on the LIVINGAGRO ICT platform and/or the project's social media;
 - share experiences, training initiatives or success stories on the topic of Agroforestry in Mediterranean climates or arid and semi-arid conditions on the ICT platform and/or social media channels
 - promote and disseminate the results of scientific research or dissemination projects related to the Agroforestry sector, increasing their visibility and opportunities for knowledge transfer, also with respect to international contact networks
- The PRIVATE ORGANISATIONS AND INDIVIDUALS, COMMUNITIES, and DECISION MAKERS listed in Annex 1 to the present Agreement who are not project partners undertake to:
 - benefit from free online courses on Agroforestry in different languages, by registering on the ICT platform;
 - contribute to the ICT platform's discussion forum, or answer surveys or calls for interest on given topics proposed by the ICT platform manager or Board, networking with the members of the cross-border Living Lab and using the platform to request and/or activate cooperation at national or international level;
 - share comments, solutions or activities concerning the adoption of innovations, experiences, or best practices in the field of agroforestry;



- highlight urgent research needs that should be addressed regarding critical situations emerging in this field (consequences of climate change for land use, land use change drivers, plant disease emergencies, etc.).

4. Fees

The adhesion to this Agreement is free of charge. Each Party shall bear the expenses necessary to its participation, without the right to be reimbursed by the other parties.

5. Organization and Governance

From the organisational point of view, the living lab will be managed by a Living Lab Board and a General Assembly. According to the “umbrella approach”, the Living Lab shall also be composed of 4 regional chapters, one for each of the countries involved: Italy, Greece, Lebanon and Jordan.

5.1 Living Laboratory Board

The Living Lab Board (hereinafter referred as the Board) shall be composed of 5 members and last for two years. For the first two years, the LIVINGAGRO partners will appoint the five members. Every two years, the Board will convene the General Assembly and will propose five new Board members. One or more representatives of each Regional Chapter can take part in Board meetings with no voting rights. Living Lab members may occasionally be invited to attend board meetings, but they will not have any voting rights at those meetings. The Board shall adopt its own regulations to manage its activities.

The Board provides strategic and practical guidance for Living Lab activities. In particular, the Board is responsible for the following matters:

- Propose activities to the Assembly;
- Propose the new Living Lab Board;
- Propose the Regional Chapter representatives if not appointed by the Chapters.

The Living Lab Board shall meet at least once a year. Extraordinary meetings can be convened if requested by at least 3 board members. The meetings can be convened in person or via teleconference. Each member of the Board has one vote, and the board cannot deliberate unless at least the majority of its members are present. Decisions shall be taken by the majority of the voting members.

The Board shall resign if the Assembly approves a Motion of no confidence.

5.2 General Assembly

The General Assembly (hereinafter referred to as Assembly) is composed of one representative for each Living Lab member, the representatives of the Regional Chapters and the members of the Living Lab Board.

The General Assembly shall be convened at least once a year by the Living Lab Board. Extraordinary meetings can be convened by request of the majority of the Living Lab members or by at least 3 Regional Chapters.

The Assembly decides on the following matters:

- General functioning of the Living Lab;
- Proposals to the Board;



- Admission of new members;
- Appointment of the board members;
- Motion of no confidence against the Board;

The assembly meetings can be convened in person or via teleconference. Each member of the Assembly has one vote, and the Assembly cannot deliberate unless at least the majority of its members are present. If the quorum is not reached in the first call, the assembly can be convened at least one hour after the first call, for a second call. In this case, there is no quorum. Decisions shall be taken by the majority of the voting members who attend the meeting. The Assembly shall adopt its own regulations to manage its activities. In decisions related to a motion of no confidence against the board, members of the board cannot vote. The motion must include the proposal of a new board which will take office if the motion passes.

5.3 Regional Chapters

The Living Lab is organised in Regional Chapters. Each Regional Chapter is composed of the LL members belonging to that country (Italy, Greece, Lebanon and Jordan). Each Regional Chapter shall appoint a representative who shall manage the chapter's activities and meetings. If not appointed by the chapters, the representative shall be appointed by the LL board. The decisions of the chapters shall be approved by the majority of the members present. The chapters shall adopt their own regulations to manage their activities.

6. Confidentiality

All information disclosed to a Party in connection with the Living Lab or by this Agreement and clearly marked as "confidential" or similarly shall be treated by the receiving Party (hereinafter Recipient) as confidential and shall not be disseminated without prior written consent of the disclosing Party or be used for any purpose other than the carrying out of the receiving Party's obligations under this Agreement.

Each Party undertakes to establish suitable procedures for ensuring that confidential information related to the Living Lab is restricted to their employees, subcontractors and other third parties, if such information is needed for the purpose of the duties assigned to them by the present Agreement, and that they shall themselves be subject to suitable obligations of confidentiality. Subcontracts shall specify all obligations and rights of each subcontractor.

These obligations shall apply for the period in which use of any results or background is to be made available, even after the end of this Agreement, following receipt of any confidential Information by a Party.

The obligation of confidentiality is also deemed essential from an ethical point of view and in terms of respect for privacy.

These rules about confidential information shall not apply in the following cases:

- a) the Confidential Information was known to the Party prior to the time of its receipt pursuant to this Agreement otherwise than as a result of the Recipient's breach of any legal obligation; or
- b) the Confidential Information is in the public domain at the time of disclosure or thereafter enters the public domain without any breach of the terms of this Agreement; or



- c) the Confidential Information becomes known to the Recipient through disclosure by sources, other than the Party disclosing it, having the legal right to disclose such Confidential Information; or
- d) the Recipient proves the Confidential Information has been developed independently by its employees, who had no access to any of the Confidential Information disclosed by the Party disclosing it to the Recipient.

7. Intellectual Property Rights

Each Party is and remains the sole owner of its intellectual and industrial property rights, which shall be identified, in case of need, as “Background Intellectual Property” and recorded in the template provided in Annex 2 to this Agreement. The same annex shall identify the Background to which they may grant access to other Parties if that know-how is necessary to carry out Living Lab activities. Additional background can be added to Annex 2 if needed at any time.

The Results arising from work carried out under this Agreement shall be the property of the Parties carrying out the work.

Where several Parties have jointly carried out work generating the Results and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Results.

8. Personal data

All personal data shall be processed in accordance with Regulation (EC) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the Agreement by the parties.

The data subject may, on written request, gain access to his/her personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the parties.

9. Other obligations

The Parties declare that they comply with the provisions of current legislation on health and safety in the workplace to the extent of their competence and undertake to cooperate through mutual information and the implementation of the measures for the prevention of and protection against occupational risks affecting the activities envisaged in this Agreement. Each Party shall hold the other ones harmless from any damage that may be caused to persons or things by their personnel during Living Lab activities.

10. Amendment, termination, and withdrawal

Any change to this Agreement shall be the subject of a written supplementary Agreement concluded between the Parties and proposed by the Board. Each Party can formally withdraw from the Living Lab without affecting the Agreement’s validity. A new Party can be included in the Agreement after a formal request and acceptance by the Living Lab Board.

The Living Lab Board can unanimously propose to the Assembly that this Agreement be terminated. If the majority of the assembly votes to terminate the Agreement, it will be terminated. Otherwise, the Agreement will not be terminated.

The provisions concerning confidentiality shall survive the termination and withdrawal.



11. Settlement of disputes and applicable law

Any dispute that might arise concerning this Agreement shall be settled amicably. If this is not possible, the Parties hereby submit any dispute relating to an exclusive jurisdiction.

For disputes among members in the same regional chapter, the jurisdiction will fall in the capital of the region (country), and the Agreement shall be governed by and construed in accordance with the laws of the same country.

For disputes among members of different countries/regional chapters, the Court of Cagliari (Italy) shall have exclusive jurisdiction. The Agreement shall be governed by and construed in accordance with the Italian laws.

The definitive version of this Agreement will be the English original, but the text is also available in Arabic, Greek and Italian translations as Annex a), Annex b), Annex c) to this Agreement for the further reference of all who will sign the Agreement on the signature pages in Annex 1. These translations of the Agreement shall be considered compliant, but in case of questions the English version will be the point of reference.



Annexes to the 4P Agreement for Living Lab 1

Annex a - Arabic translation of the 4P Agreement

Annex b - Greek translation of the 4P Agreement

Annex c - Italian translation of the 4P Agreement

Annex 1 – List of signatory Parties

Annex 2 - Declaration of Background Intellectual Property (BIP)