



**Memorandum of Agreement (MOA)**  
**on Scientific & Technological Cooperation**  
*between the*  
**Council for Research in Agricultural and Economics (CREA)**  
*and*  
**Naktuinbouw**

This Memorandum of Agreement (hereinafter also referred to as the “Memorandum” or MOA) is between the Council for Research in Agricultural and Economics (CREA), a public non-profit research organization with legal office in 00184 Rome, Italy, via della Navicella2/4, and represented by its President and Legal Representative Prof. Andrea Rocchi and the Naktuinbouw, a public non-profit organisation (the Netherlands Inspection Service for Horticulture) represented by its Legal Representative\_Director Jan Meiling hereinafter also referred to as “The Parties”;

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

**CONSIDERING** that the Council for Research in Agricultural 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 Naktuinbouw is an Autonomous Public Body regulated by the Dutch Ministry of Agriculture, Fisheries, Food Security and Nature and it is one of the main research organizations that promotes and monitors the quality of products, processes and production chains in horticultural sector, providing the horticultural sector all over the world with good, healthy and reliable, high-quality propagating material and suitable varieties;

**WISHING** to promote scientific and technological cooperation between the two Parties, CREA and Naktuinbouw jointly agree to the following articles:

**Article 1 - Purpose**

This Memorandum is a statement of intent. The Parties do not intend this MoA to be legally binding. The main purpose of this Memorandum is to promote and encourage scientific and technical cooperation between CREA and Naktuinbouw.

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 the obligations deriving from its being member of the European Union (EU).

**Article 2 - Cooperative activities**

The Parties intend to cooperate in the following areas:

- mutual and equitable contributions and benefits referred to quality of seed and plant materials;

- mutual access of the research and technological development programmes, projects and facilities;
- exchange of information which may concern cooperative activities in the filed above mentioned.

The cooperative activities under this Agreement may include: meetings of various forms; exchange of information on activities, policies, practices, laws and regulations concerning agricultural research and development; visits and exchanges of scientists, technical personnel and other experts on general or specific subjects.

### **Article 3 - 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.

### **Article 4 - 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 in accordance with its general procedures.

Intellectual property rights and other proprietary rights created or introduced during the cooperative activities under this Agreement shall be treated in accordance with their respective national laws and international obligations and the obligations deriving from their being members of the European Union (EU).

### **Article 5 - Research material transfer agreement**

In case the transfer of research materials is required for collaboration activities to be carried out within this MoA, such materials may be transferred in accordance with laws and regulations in force in the countries of the Parties.

### **Article 6 - 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.

### **Article 7 - 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 agreements made pursuant to this Memorandum.

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

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

### **Article 8 - Entry into force and duration**

This MoA shall take effect on the date of the signature and shall remain valid for five (5) years. The MoA may be terminated earlier when one of the parties notifies the other in writing of its intention to terminate the MoA, in which case it 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 development.

**DONE** in ....., on ..... 2025, digitally signed in the English language.

<p><b>Council for Research in Agricultural and Economics</b>  <b>The President</b>  <b>Prof. Andrea Rocchi</b></p>	<p><b>Naktuinbouw</b>  <b>Director</b>  <b>Jan Meiling</b></p>
--	--

