



Memorandum of Understanding (MoU)
on agricultural research and cooperation

between the

Universidad Técnica del Norte (UTN)
(Ecuador)

and the

Council for Agricultural Research and Economics (CREA)
(Italy)

This Memorandum of Understanding (hereinafter also referred to as the “Memorandum” or “MoU”) is entered into between the **Universidad Técnica del Norte (UTN)**, a public, non-profit research institution and legal entity under public law, with legal venue in Ibarra, Ecuador, located at Av. 17 de Julio 5-21 and Gral. José María Córdova, represented by its Rector, Prof. Miguel Naranjo Toro; and the **Council for Agricultural Research and Economics (CREA)**, a public and non-profit research organization with its legal office in Rome, Italy, located at Via della Navicella 2-4, 00184, and represented by its President and Legal Representative, Prof. Andrea Rocchi, hereinafter collectively 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, livestock, rural development and economics research, that promotes and conducts fundamental, applied and development research on a broad range of knowledge areas;

CONSIDERING that the Universidad Técnica del Norte, hereinafter also referred to as “UTN”, is a public higher education institution and research university of the Republic of Ecuador, a public legal entity under the laws of the Republic of Ecuador, dedicated to the promotion and development of fundamental, applied, and technological research in areas such as agricultural sciences, biotechnology, environmental sustainability, food production, engineering, and rural development, with the mission of contributing to scientific advancement and sustainable innovation in the Andean region;

BEING AWARE OF the significant role of agriculture, agroindustry, forestry, food, livestock and fishery, quality production, food chains, and technological innovations in the economic development of the two Countries;

AIMING TO promote economic, scientific and technological cooperation between the two Countries in the fields of agrifood and sustainable production systems;

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

WHEREAS CREA and the UTN could be joint partners in the application for potential cooperation projects and collaborative research activities in the fields mentioned above;

INTERESTED in fostering further collaboration in research, inter alia on the whole scientific field of sustainable agricultural production, innovation and economics to minimize impacts on the environment and human health;

NOW THEREFORE, CREA and UTN 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

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

Activities envisaged in this Memorandum will be carried out by the Participants under their exclusive competence and in accordance with their respective national laws, mindful of the international obligations of their Countries as well, as regards Italy, the obligations deriving from the membership to European Union (EU).

This Memorandum is a statement of intent and is not intended to be legally binding upon either the Participants or their two Countries and therefore does not prejudice

any rights and/or commitments resulting from any bilateral or multilateral international agreements concluded by the two Countries and, as regards the Italian Republic, the obligations arising from the membership to the European Union (EU).

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, inter alia on agriculture, agroindustry, forestry, food, livestock and fishery, quality production, food chains, technological innovations and economics;
5. collaboration in training programs including staff development;
6. other related areas that are of interest and mutually agreed upon by the Participants.

Any further development of the collaboration between CREA and UTN will be jointly evaluated following the 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 collaborative activities developed under this MOU between CREA and UTN will be approved in written form by the Participants.

Article 3

Forms of cooperation

The Participants may cooperate in the following forms, also through their research Institutes and Centres:

1. exchange of information of mutual interest, including samples of products which are not covered by commercial and intellectual property rights;
2. elaboration of joint bilateral and multilateral projects;
3. organization of communication activities (organization of fairs, exhibitions, workshops, conferences, symposia etc.);
4. promotion of joint research activities;
5. exchange of specialists and organization of meetings on issues of mutual interest;

6. any other technically possible form of cooperation as mutually agreed upon by the Participants with subsequent joint programs.

Article 4

Follow-up and review

The Participants will review their cooperation under the present Memorandum through meetings (vis-à-vis or/and virtual) at technical level, unless otherwise agreed.

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

Any joint programs, project proposals or activities agreed upon by the Participants will be carried out in accordance with specific operative arrangements to be concluded within the framework of the present Memorandum.

Article 5

Joint Committee

For the purpose of ensuring the effective implementation of this Memorandum, the Participants will establish a Joint Committee on Scientific and Technological Cooperation.

The Joint Committee will consist of official representatives of each Participant and shall be co-chaired by the head of each delegation. The Joint Committee will establish its own rules of procedure by mutual consent.

The functions of the Joint Committee include:

- Exchanging views and information on scientific and technological policy issues;
- Reviewing and discussing the cooperative activities and accomplishments under this Memorandum;
- Making recommendations to the Participants with regard to this Memorandum, which may include the identification and proposal of the cooperative activities hereunder and the encouragement of their implementation.
- Providing an annual report to the Participants on the status, the achievements and the effectiveness of the cooperative activities under this Memorandum. The report shall be written in the English language.

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

Decisions of the Joint Committee shall be reached by unanimous mutual consent.

The expenses arising from the participation to 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 in UTN-Ecuador with the time of the meetings arranged upon mutual agreement, preferably annually, or by videoconferencing.

Article 6

Financial arrangements

This Memorandum does not create any financial commitments of the Participants, which are not bound to take any action or finance any initiative on the basis of this Memorandum.

The costs of the activities of any project will be discussed between the Participants and agreed on a case-by-case basis. The activities envisaged by this Memorandum are subject to the availability of funds and personnel as well as to the laws and regulations of the respective countries, their international obligations and the obligations deriving from their membership to the European Union.

Article 7

Information and intellectual property rights and confidential information

The Participants understand that scientific and technological information arising from direct cooperative activities and having non-proprietary nature, may be made available to the public by both the Participants' mutual publication or announcement through customary channels and in accordance with their general procedures. In case this is not feasible, each Participant can publish or announce such information, before providing the other Participant's prior written consents.

Should the activities under this MoU give rise to intellectual property rights (IPRs) as specified in Annex I of this Memorandum, the Participants will enter into a separate arrangement that will specifically provide for the ownership, management and commercialization of such rights, in accordance with their respective laws, rules, regulations and multilateral agreements to which the Governments of both Participants are parties.

All information and documents exchange pursuant to this MoU will not be shared with third parties and will be utilized subject to terms as each Participant may specify. Participants will not use such information for purposes other than specified without the prior written consent of the other Participant.

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 will be transferred in accordance with laws and regulations in force in the countries of the Participants through separate Material Transfer Agreements 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 Memorandum shall be made upon mutual consent of the Participants and in written form.

Article 10
Settlement of differences

Should the Participants have differing views with respect to the provisions of this Memorandum, they will consult with a view to settling the differences and facilitate their cooperation.

Article 11
Confidentiality

The Participants intend to observe the confidentiality and secrecy of documents, information and other data exchanged between them during the period of effect of this Memorandum as well as three (3) years after its termination without prejudice to the prevailing laws and regulations of their countries.

Article 12
Personal data processing

The Participants will ensure protection of personal data of employees and experts involved in the initiatives under this MoU and will not transfer such personal data to third parties without prior written consent and, in any case, will process them in accordance with the relevant EU and national legislation, as well as the Ley Orgánica de Protección de Datos Personales del Ecuador.

Article 13
Effect and termination

This MoU will take effect on the date of its signature and will remain valid for five (5) years. It may thereafter be extended through the signature of a new MoU between the Participants.

Either Participant may terminate this MoU at any time by giving a written notice to the other Participant, in which case the MoU will cease to be in effect three months after the date of the notice.

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

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the Council for Agricultural Research and Economics (CREA) and the Universidad Técnica del Norte (UTN) respectively, have signed this Memorandum.

DONE in Rome, on September, 2025, in two originals, in the English language, both texts being equally authentic.

Universidad Técnica del Norte (UTN)

Rector

Prof. Miguel Naranjo Toro

(signature)

**Council for Agricultural Research and
Economics (CREA)**

President

Prof. Andrea Rocchi

(signature)

Annex I

Principles concerning the allocation of intellectual property rights

1. DEFINITION

For the purpose of this Agreement, “intellectual property” shall have the meaning given in Article 2 of the Convention establishing the World Intellectual Property Organization, signed at Stockholm on 14 July 1967 (as amended and in force).

2. INTELLECTUAL PROPERTY RIGHTS OF THE PARTIES IN DIRECT COOPERATIVE ACTIVITIES

A. Except if otherwise specifically agreed by the Participants, the following rules shall apply to intellectual property rights, except copyrights and related rights, generated by the Participants in the course of cooperative activities carried out under this Agreement:

- a. The Participant generating intellectual property shall have full ownership. In case the intellectual property has been jointly generated and the respective share of the work by the two Participants cannot be ascertained, the Participants shall have joint ownership of the intellectual property;
- b. The Participant owning the intellectual property shall grant the other Participant the access rights to carry out only these ongoing direct cooperative activities. Such access rights shall be granted on a royalty-free basis.

B. Except if otherwise specifically agreed by the Participant, the following rules shall apply to copyrights and related rights of the Participants:

- a. When a Participant publishes scientific and technical data, information or results by means of journals, articles, reports, books or in other forms, including video tapes and software, arising from and relating to cooperative activities under this Agreement, the Participant shall make utmost efforts to co-write and co-sign it with the other Participant; otherwise the Participant shall make utmost efforts to obtain, for the other Participant, non-exclusive, irrevocable, royalty-free licences in all countries where copyright protection is available, in order to translate, reproduce, adapt, transmit and publicly distribute such works;
- b. All publicly distributed (publishing journals for remuneration or hire included) copies of a copyrighted work under the provisions of paragraph B.a. shall indicate the name(s) of the author(s) of the work unless the author(s) explicitly declines to be named. They shall also display a clearly visible acknowledgement of the cooperative support of the Participants.

C. Except if otherwise specifically agreed by the Participants, the following rules shall apply to the undisclosed information of the Participants:

- a. When communicating to the other Participant on the information necessary to carry out direct cooperative activities, each Participant shall identify the information which it wishes to remain undisclosed;

- b. The Participant receiving the information may, under its own responsibility, communicate undisclosed information to its agencies or persons employed through these agencies for the specific purposes of implementing this Agreement;
- c. With the prior written consent of the Participant providing the undisclosed information, the other Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph C.b. The Participant shall cooperate with each other in developing procedures to request and obtain prior written consent for such wider dissemination, and each Participant shall grant such approval to the extent permitted by its laws and regulations;
- d. Information arising from seminars, meetings, assignments of staff and of the use of facilities arranged under this Agreement shall remain confidential when the recipient of such information is requested by its provider to protect its confidential or privileged character at the time such communication is made, according to paragraph C.a.;
- e. If one Participant becomes aware that it will be, or may be reasonably expected to become, unable to meet the restrictions and conditions of dissemination of Article 2.C., it shall immediately inform the other Participant. The Participants shall thereafter consult to define an appropriate course of action.