



Memorandum of Understanding

between

The Council for Agricultural Research and Economics

(CREA)

and

The International Olive Council

(IOC)

CONSIDERING that the **Council for Agricultural Research and Economics** (hereinafter referred to as CREA) is a public and non-for-profit research organization with legal office in Rome (Italy; Via della Navicella 2-4, 00184) and represented by its President and Legal Representative, Prof. Andrea Rocchi, that it is organised into twelve research centres and one central administrative body; that it 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 it promotes and conducts fundamental, applied and development research on a broad range of knowledge areas; and that part of its training and research activities strive to provide knowledge and technology transfer also in the field of olive oil and olive groves. For the purpose of the signature of this Memorandum of Understanding (hereinafter referred to as MoU), the CREA is represented by its President, Prof. Andrea Rocchi¹;

CONSIDERING that the International Olive Council (hereinafter referred to as the IOC) is an international, intergovernmental organisation dedicated to olive oil and table olives, established in 1959 under the auspices of the United Nations to administer the succession of International Agreements on Olive Oil and Table Olives concluded since then. The IOC contributes to the responsible, sustainable development of olive growing and serves as a world forum for discussing policymaking issues, and tackling present and future sector challenges. For the purpose of the signature of this MoU, the IOC is represented by its Executive Director, Jaime Lillo²;

RECALLING that CREA and the IOC have maintained institutional relations for several years through the organization of activities providing training, cooperation, experience sharing, information exchange, olive germplasm evaluation and characterization, ultimately contributing to the international debate on the importance of agriculture, olive growing and olive germplasms;

HIGHLIGHTING that research is an investment in our future and must, therefore, be central to the strategy of olive-producing countries for the smart, sustainable, and inclusive growth of the olive sector, and for fostering professional opportunities;

EMPHASISING that scientific education is a critical component of human development worldwide, and that it provides the necessary high-level skills for experts in the olive sector;

¹ Empowered by his appointment approved by “Decreto del Presidente della Repubblica del 28 febbraio 2024, registrato alla Corte dei Conti in data 26 marzo 2024, con cui il Prof. Andrea Rocchi è nominato Presidente del CREA per la durata di quattro anni, a decorrere dalla data di insediamento del Consiglio di Amministrazione, avvenuto il giorno 11 aprile 2024”;

² Empowered by his appointment by Decision of the Council of the Members DEC- I.1/117-VI/2023 of 22 June 2023, by the powers conferred by Article 7(4) of the International Agreement on Olive Oil and Table Olives, 2015 (OJEU-L 293, 28 October 2016).

STRESSING the core geographical and historical role of the olive tree, a crop whose cultivation plays an essential part in the economy, landscape, environmental protection, and agricultural production of the countries involved, as well as in the vitality of the rural territories where it is established;

ACKNOWLEDGING the benefits of olive oil for food and nutrition security, and its role as a decisive staple of the Mediterranean Diet;

CONSIDERING the issues of environmental, social, and economic sustainability in the agricultural and rural strategies implemented in producing countries in a regional context marked by numerous political transitions, recurring climate shocks, and the heightened risk to plant health;

NOTING the resilience of the olive sector and the need to gradually adapt the way in which it is organised in order to meet the challenges of making development more inclusive, sustainable, and responsive to the globalisation of agricultural markets and food products;

FOCUSING on the importance of encouraging technical cooperation and technology transfer, education, research, harmonisation, information dissemination, the olive economy, and the promotion of various elements in the olive and olive oil production chain, as well as its impact on society;

Both Parties hereby agree:

Article 1

PURPOSE

The purpose of this MoU is to establish the arrangements for collaboration between both Parties, aiming to create synergies in activities related to training, research, and technical cooperation, as well as in activities carried out within the framework of bilateral and regional development projects.

Article 2

TYPES OF COOPERATION AND PRIORITY COLLABORATION ACTIVITIES

With a view to defining the terms of their bilateral collaboration, both Parties agree on the types of cooperation and joint activities. This list shall be neither restrictive nor binding, allowing both Parties to undertake other types of activities and projects in other areas.

In the light of the challenges faced by the olive sector and the capabilities of CREA and the IOC, both Parties hereby agree on the following:

Types of cooperation

- Promote technical cooperation, research and development, innovation, and technology transfer in the olive sector by collaborating on joint initiatives;
- Foster the transfer of technology through training activities in the fields connected to the olive sector by organising international, regional, and national activities;
- Develop long-term degree training activities, or short-term specialised training activities, as well as remote learning modules (e-learning, webinars, etc.);
- Mobilise the relevant scientific and technical expertise to implement studies, research, or development projects;
- Share knowledge and information related to the olive sector;
- Organise and participate in events (seminars, conferences, etc) of relevance to the olive sector;
- Compile technical guides and publications for the sector;
- Support the promotion of each Party's activities through their respective networks.

Joint Priorities

- Develop joint activities for short and long-term training purposes;
- Develop joint scientific symposia, with support to the CREA's scientific and administrative services;
- Assist with the development of internship/traineeship opportunities at the IOC, and strategies for fostering employment in the olive sector;
- Participate in the cultural activities organised by the CREA regarding olive oil and olive groves;
- Serve as a source of information for the IOC's Observatory, aimed at facilitating a constant exchange of news regarding the sector's situation in IOC member countries;
- Promote collaboration between the CREA and the IOC as far as the celebration of World Olive Day is concerned;

- Contribute scientifically to the IOC's official journal OLIVAE, which is published on the IOC's website in the organization's five official languages (Arabic, English, French, Italian and Spanish);
- Assist with the potential participation of CREA experts in the so-called Expert Groups of the IOC, pursuant to their designation by the correspondent authorities or the IOC's invitation;
- Participate in the scientific activities of the CREA regarding the olive sector, and offer support in the dissemination of its scientific research results;
- Foster the creation of different research, development and innovation projects answering to the specific needs of the olive sector, improving quality, and increasing productivity with a reduction of the use of input, taking into account the sector's social, ecological and economic characteristics. Conserving and improving planetary and human health should also be taken into account.

Article 3

OBLIGATIONS AND RESPONSIBILITIES OF BOTH PARTIES

Both Parties hereby agree to:

- Maintain a constructive level of dialogue, communication, and exchange to ensure optimal coordination of joint activities;
- Honour their respective undertakings set forth in this MoU;
- Seek national and international funding to foster the development of joint or supplementary activities;
- Ensure the monitoring and evaluation of the activities carried out, update the joint action programmes implemented by both Parties at a bilateral meeting held at least once a year, and inform their respective Boards of Directors.

This MoU shall not constitute any mutual financial obligation. The actions provided for herein shall be initiated in the light of the resources, particularly budgetary resources, that can be made available, and in compliance with the financial rules, procedures, and standards of both Parties. The arrangements for the execution or implementation of the specific programmes/projects/activities shall be specified in detailed agreements.

Article 4

ADMINISTRATIVE MATTERS

It shall not be the purpose of this MoU to create a legal relationship between the Parties or to impose formal obligations upon them. The interpretation of the provisions of this MoU shall not in any way be detrimental to the decision-making autonomy of the Parties regarding their respective affairs and operations. It shall be understood, in particular, that the provisions of this MoU are not intended to refute or amend the terms of the specific remits of either of the Parties or their statutory rules and provisions.

The Parties wish to engage in institutional collaboration in accordance with the principles and guidelines set forth in this MoU. No provision of this MoU shall be construed as imposing financial obligations on either of the Parties concerning payments owed to the other Party. Each Party shall bear the costs incurred as a result of the activities carried out pursuant to this MoU. Appropriate cost-sharing mechanisms shall be determined on a case-by-case basis for the implementation of activities, projects, or programmes within the framework of this MoU, in compliance with the applicable financial rules and regulations of each Party.

It shall not be the purpose of this MoU to establish a relationship between the Parties aimed at excluding one or more third parties, either generally or concerning specific activities or projects undertaken hereunder, unless the Parties expressly decide to do so in a separate agreement.

Neither of the Parties shall be prevented in any way whatsoever from hiring the services of one or more third parties to pursue the objectives described in this MoU independently of the other Party. It shall be understood that such agreements with one or more third parties cannot conflict or unduly interfere with the implementation of this MoU or with the activities or projects undertaken thereunder.

This MoU shall not amend or exclude the applicable rules on purchasing or any other internal rules of the Parties as may be applied to the activities implemented hereunder.

No provision in this MoU shall establish an employer/employee, agency, franchise, partnership relationship, or any other form of joint venture relationship between the Parties. In no case shall a Party have the power to act on behalf of the other Party, nor to enter into commitments on behalf of the other Party. Neither Party shall be held liable for acts or omissions of the other Party.

Article 5

RIGHTS and COMMUNICATIONS

Both Parties shall refrain from making any use whatsoever of the name, logo, or official seal of CREA or the IOC in the framework of their activities, or in any other capacity, without the prior written authorisation of the other Party. In no case shall any authorisation to use the name, logo, or official seal of CREA or the IOC be granted for commercial or for-profit purposes.

Except for the restrictive authorisation set forth herein regarding the use of the contents and logos, this MoU shall neither transfer nor be intended to transfer technology rights or intellectual property rights to either Party.

All communications between the Parties and all activities undertaken under this MoU shall comply with their respective policies and procedures regarding data communication.

Article 6

INTELLECTUAL PROPERTY

The Parties acknowledge the importance of the intellectual property rights protecting the media employed to carry out the joint activities or resulting from the joint activities conducted under this MoU. The MoU shall not grant any right to use the media belonging to, or created by, one of the Parties. CREA shall retain the intellectual property rights relating to all the media developed and produced by CREA, its staff, and/or its consultants, and the IOC shall retain all the intellectual property rights relating to all the media developed and produced by the IOC, its staff, and/or its consultants. The Parties shall agree in writing on the assignment of any intellectual property rights that may stem from the creation of a work within the framework of the joint activities to be undertaken pursuant to this MoU.

Article 7
DURATION

This MoU shall enter into force on the date of its signature. It shall be entered into for a period of four years and shall be renewed for further four-year periods in the form of a new signed agreement, unless one of the Parties gives the other Party three months' notice of its intention to terminate the MoU at the end of the current period.

Article 8
CONFIDENTIALITY

Neither Party nor its personnel shall disclose any confidential information provided to it by the other Party in connection with the implementation of this MoU or use such information for private or commercial purposes.

Article 9
AMENDMENT OF THE MoU

This MoU may be amended by mutual agreement between the Parties by means of a written amendment agreement.

Article 10
LEGAL REGIME

Both Parties undertake to comply with this MoU in good faith, resolving by mutual negotiation and agreement any disputes that may arise between them with respect to the application, development, fulfilment, interpretation, and execution of this MoU.

Nothing in this MoU or in any other detailed agreement or related document shall be construed as a waiver of the privileges and immunities of the IOC in accordance with the Headquarters Agreement it concluded with the Kingdom of Spain on 28 November 2019, concerning the legal framework for the regulation of the rights, immunities, and privileges of the IOC in Spain, published in the Official State Gazette on 23 December 2019.

In witness whereof, and for the due record of what has been agreed, the Parties execute this document and sign it electronically to a single effect, on the date of the electronic signature.

For the
Council for Agricultural Research and Economics
(CREA)

Prof. Andrea Rocchi
President

For the
International Olive Council (IOC)

Dr. Jaime Lillo
Executive Director