

# **MEMORANDUM OF UNDERSTANDING**

## **INSTITUTIONAL SCIENTIFIC AND TECHNOLOGICAL COOPERATION**

BETWEEN

*The Council for Agricultural Research and Economics*

*(CREA)*

AND

*Liebig Centre for Agroecology and Climate Impact  
Research*

**JUSTUS-LIEBIG UNIVERSITY GIESSEN**

This Memorandum of Understanding (hereinafter also referred to as the “Memorandum” or MoU) is between the Council for Agricultural Research and Economics (CREA), a public and non-profit research organization with legal venue in Rome, Italy, via della Navicella 2-4, 00184, and represented by its President and Legal Representative Prof. Andrea Rocchi and the Liebig Centre for Agroecology and Climate Impact Research, Justus-Liebig University Giessen, a research non-profit institute and legal entity under public law, with legal venue in Giessen, Germany and represented by the JLU president Prof. Dr. Katharina Lorenz and Legal Representative, 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 the Liebig Centre for Agroecology and Climate Impact Research, Justus Liebig University Giessen (JLU) is a collaborating centre of the International Atomic Energy Agency (IAEA) for Climate Change, Climate-Smart Agriculture, Nuclear Techniques in Agricultural, Water and Soil Management, and Insect Pest Control;

WISHING to promote institutional, scientific and technological cooperation between the two Parties, CREA and the Liebig Centre for Agroecology and Climate Impact Research, Justus-Liebig University Giessen jointly agree to the following articles:

## **1. PURPOSE:**

- 1.1. The purpose of this non-binding MOU between CREA and JLU is to explore and identify opportunities to promote global experience , facilitate the advancement of knowledge by fostering potential collaborative activities and encourage scientific and technical cooperation between the two institutions.
- 1.2. 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 being members of the European Union (EU).

## **2. POTENTIAL COLLABORATIVE ACTIVITIES:**

- 2.1. Areas of collaboration may be proposed by either institution and may include, but are not limited to, activities such as:
  - i) Short-term Study Programmes
  - ii) Movement of faculty, researchers and staff between the two institutions;
  - iii) Development of Academic and Joint Programmes;
  - iv) collaborative work on relevant research meetings and conferences;
  - v) development and implementation of collaborative research projects .

## **3. IMPLEMENTATION OF MOU:**

- 3.1. Both institutions declare that they will initiate discussions on the proposed collaborative activities.
- 3.2. The terms of cooperation for collaborative activities shall be mutually discussed and agreed upon in writing by the parties prior to the initiation of that activity.

- 3.3. Any such collaborative activities agreed upon will be recorded and governed by a separate legally binding agreement, executed by the parties.
- 3.4. Each institution understands that any financial arrangements will have to be negotiated and will depend on the availability of funds.

#### **4. INTENTION OF THE PARTIES:**

- 4.1. The purpose of this MOU is only to express the intentions of the parties and is not intended to be legally binding on any party.
- 4.2. Nothing in this MOU shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever and neither party shall have any authority or power to bind the other party or to contract in the name of or create a liability against the other party.
- 4.3. For the avoidance of doubt, nothing in this MOU grants a right or license to either party to use the other party's trademarks in any way.

#### **5. INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

- 5.1. 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.
- 5.2. 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).

#### **6. RESEARCH MATERIAL TRANSFER AGREEMENT**

- 6.1. 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 Parties.

#### **7. SETTLEMENT OF DISPUTES**

- 7.1. Any dispute arising out of the interpretation or implementation of this Memorandum shall be settled amicably through consultations and negotiations between the Parties.. The provision of this Article shall not prejudice the prevailing laws and regulations of the Parties

#### **8. CONFIDENTIALITY**

- 8.1. 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.

**9. DURATION OF MOU:**

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

**Signed for and on behalf of:**

**Consiglio per la ricerca in  
agricoltura e l'analisi  
dell'economia agraria**

by its duly authorised representative

**Signed for and on behalf of:**

**Justus Liebig University  
Giessen**

by its duly authorised representative

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Prof. Andrea Rocchi

President

Date DD / MM / YYYY

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Prof. Dr. Katharina Lorenz

President

Date DD / MM / YYYY