



Memorandum of Understanding
on agricultural research and cooperation
between
the Council for Agricultural Research and Economics
of the Italian Republic
and
the National Forest Agency
of the Republic of Albania

The Council for Agricultural Research and Economics and the National Forest Agency, hereinafter individually referred to as a “Participant” and jointly 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 National Forest Agency, hereinafter also referred to as “NFA”, is the central operational authority responsible for forest management, protection and sustainable use of forest resources in Albania;

BEING AWARE OF the significant role of agriculture, agroindustry, food, fishery and forestry, rural development and economics research, in the economic development of the two countries;

AIMING TO promote economic, scientific and technological cooperation between their countries in the aforementioned fields;

RECALLING the Memorandum of Understanding on Cooperation in Agriculture, fisheries and agro-food processing between the Ministry of Agriculture, Food Sovereignty and Forests of the Italian Republic and the Ministry of Agriculture and Rural Development of the Republic of Albania, done at Tirana on 27 March 2023;

WHEREAS the goal of this Memorandum of Understanding is to promote the collaborative relationship in agricultural research and cooperation, and other related matters between CREA and NFA, in order to contribute to the social well-being and economic development of their countries;

WHEREAS CREA and NFA could be joint partners in developing cooperation projects and collaborative research in the aforementioned fields;

INTERESTED in fostering further collaboration in research, *inter alia* on the whole scientific field of forest management, forest nursery development, applied research, training and technical assistance, fostering knowledge exchange and innovation in support of resilient forest ecosystems, forest fire and soil erosion prevention.

INSPIRED BY their common objectives to further promote and accelerate agricultural and economic research,

have entered into the following Memorandum of Understanding:

Article 1

Purpose

The purpose of this Memorandum of Understanding (hereinafter referred to as “Memorandum”) is to promote and encourage economic, scientific and technical cooperation between the Participants, as well as between their respective research bodies in the field of agriculture.

Article 2

Applicable law

1. This Memorandum will be carried out by the Participants under their exclusive competence and in accordance with the Italian and Albanian legislations, as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy’s membership of the European Union (EU).

2. This Memorandum does not constitute an international agreement which may lead to rights and obligations under international law. No provision of this Memorandum will be understood and performed as a legal obligation or commitment of the Participants.

Article 3
Areas of cooperation

The Participants will develop cooperation and exchange information and experience on the whole scientific field of forest management, forest nursery development, fostering knowledge exchange and innovation in support of resilient forest ecosystems, forest fire and soil erosion prevention.

Any further development of the collaboration will be jointly evaluated following the needs, interests, 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 between the Participants, will be developed within the scope of this Memorandum and will be approved by mutual written consent of the Participants.

Article 4
Forms of cooperation

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

- a) promotion of research activities;
- b) exchange of research materials, including samples of products which are not covered by commercial and intellectual property rights;
- c) exchange of publications and information, including information on possible funding opportunities at national and/or international level for joint activities falling within the scope of this Memorandum;
- d) exchange of research personnel;
- e) collaborative work on relevant research meetings and conferences;
- f) development and implementation of collaborative research projects;
- g) technical assistance and training programs including staff development;
- h) elaboration of joint bilateral and multilateral projects;
- i) organization of communication activities (organization of fairs, exhibitions, workshops, conferences, symposia etc.);
- j) other related areas of mutual interest jointly identified by the Participants.

Article 5
Amendments

Any amendment to this Memorandum will be made upon mutual consent of the Participants and in written form.

Article 6
Steering Group

1. The Participants will establish a joint Steering Group in order to define an action plan, to monitor its implementation and develop the initiatives in Article 3 and 4 of this Memorandum of Understanding. The Steering Group will consist of three representatives of each Participant, upon formal notification.
2. The Steering Group, on the occasion of its first meeting, will define the action plan within the areas of cooperation envisaged in Article 3.
3. The Steering Group will draft an intermediate and a final report on the status, the achievements and the effectiveness of the cooperative activities under this Memorandum. The report will be written in the English language.
4. The Steering Group will meet at least once a year, through videoconferencing.

Article 7

Costs

1. This Memorandum will not create any financial commitments of the Participants.
2. Any costs of the activities deriving from this Memorandum will be discussed between the Participants and defined on a case-by-case basis. The activities envisaged by this Memorandum are subject to the availability of funds and personnel.
3. The expenses arising from the implementation of this Memorandum will be covered by the Participants according to their ordinary budget availability without any additional cost for the State budgets of the Italian Republic and the Republic of Albania

Article 8

Intellectual property rights

1. Scientific and technological information having non-proprietary nature arising from direct cooperative activities may be made available to the public by each Participant through customary channels and in accordance with its general procedures.
2. Intellectual property rights will be respected and enforced by the Participants throughout the cooperation activities implemented under this Memorandum. Should any joint activity involve intellectual property rights, on the basis of this Memorandum, the Participants, in accordance with their respective legislations, will reciprocally determine, in writing and in advance, what constitutes intellectual property rights as well as their adequate and effective protection.

Article 9

Research material transfer agreements

In case the transfer of research materials is required for collaboration activities set forth in 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-subject to approval by the Participants.

Article 10

Settlement of differences

Any difference in the interpretation and/or implementation of this Memorandum will be settled amicably through direct consultations and negotiations between the Participants.

Article 11

Confidentiality

1. Each Participant will observe the status of confidentiality of documents, information and other data received or supplied to the other Participant for the implementation of this Memorandum.
2. The Participants will not use such information for purposes other than specified without the prior written consent of the other Participant.
3. The Participants will observe the confidentiality of documents, information and other data exchanged between them during the period of effect of this Memorandum as well as for three (3) years after its termination.

Article 12

Personal data processing

The Participants will ensure protection of personal data regarding a person or allowing his/her identification, involved in the initiatives under this Memorandum and will not transfer such personal data to third parties without prior written mutual consent and, in any case, will process them in accordance with the relevant EU and national legislation.

Article 13

Final provisions

1. This Memorandum takes effect on the date of signature and will remain valid for four (4) years. It may thereafter be extended through the signature of a new Memorandum between the Participants.
2. This Memorandum may be terminated by either Participant at any time with a six (6) month prior written notice.

3. Unless otherwise jointly decided by the Participants, the termination of this Memorandum will not affect the implementation of any programs or ongoing activities which may continue until their completion.

DONE in the English language and digitally signed.

**For the Council for Agricultural
Research and Economics of the Italian
Republic**

President

**For the National Forest Agency
of the Republic of Albania**

**By Order and Delegation
DG General**