

MEMORANDUM OF UNDERSTANDING

Entered into by and between the



**CIHEAM
BARI**

**International Centre for Advanced
Mediterranean Agronomic Studies - Mediterranean
Agronomic Institute of Bari**
(Hereinafter referred to as “CIHEAM Bari”)

Herein represented by **Maurizio Raeli**

In his capacity as **Director**

and



**Ss. Cyril and Methodius University,
Institute of Agriculture - Skopje**
(Hereinafter referred to as “Institute of Agriculture Skopje”)

Herein represented by **Viktor Gjamovski**

In his capacity as **Director**

(Hereinafter also referred to as “the Partner”)

Hereinafter jointly referred to as the “Parties”

1. BACKGROUND

WHEREAS CIHEAM Bari is the Italian headquarter of the intergovernmental organization CIHEAM (Centre International de Hautes Études Agronomiques Méditerranéennes), gathering 13 Mediterranean countries.

Established in 1962, CIHEAM Bari is a Center for post-graduate higher education, applied research and development cooperation.

All the activities of CIHEAM Bari concern issues linked to sustainable agriculture at large, such as: food security, poverty reduction, strengthening institutional capacity, efficient use of natural resources, exploitation of agricultural production and productivity, promotion of organic farming, development of sustainable food systems, climate change adaptation, integrated management of coastal areas, women empowerment, fishing and aquaculture.

CIHEAM Bari works in more than 20 Mediterranean, African and Asian countries and has hundreds of partnerships with institutions, academia, civil society and enterprises located in various countries.

Among its assets, CIHEAM Bari has an International Campus located in Valenzano (Bari, Italy) and a seat in Tricase (Lecce, Italy) where capacity building actions are continuously carried out with both in presence and distance learning methodologies.

WHEREAS Institute of Agriculture of Skopje is a part of the University Ss “Cyril and Methodius” as a one of the 26 entities within the University. The Institute of Agriculture was established in December 1944 and for almost eight decades serve as scientific organisation which mission is to actively support the development of agriculture in the country.

The scientific research is the essence of the Institute's work. The scientific staff of the Institute constantly monitors the latest developments in the field of modern agriculture and rural development providing scientific supports for its development in the country. The main scientific and research activities of the Institute are in the field of arable and vegetable crops, vineyards and orchards production, agricultural market, business and economy, wine production technologies, biodiversity, soil science, plant nutrition and plant protection. Special focus is given to the natural resource management and climate change impact, vulnerability assessment and adaptation.

The Institute of Agriculture is organizing post-graduate higher education and other informal forms of education to different target groups in agricultural sector.

Institute of Agriculture actively cooperate with numerous institutions of EU and in the region western Balkan within various scientific projects and cooperation programs.

The headquarter of the Institute of Agriculture is located in Skopje, but its activities are scattered on three other locations where the institute possesses experimental fields and laboratories.

RECOGNISING the complementarity of the activities of the Parties and the opportunities for collaboration in terms of the increased impact and effectiveness of their mandates and objectives by creating synergies in areas of common interest.

CONSIDERING the on-going interactions and collaborations of both Parties with several national and international donors for development cooperation and research.

NOW THEREFORE, in consideration of mutual promises and covenants here in contained, the parties have agreed upon the following:

2. PURPOSE OF THE MoU and AREAS of COLLABORATION

2.1 This MoU will provide a framework within which the two Parties develop and undertake collaborative

applied research, training, education and international development cooperation activities in the fields of agriculture and rural development, subject to their prior mutual consent and to their respective policies and procedures.

2.2 For the purposes of reaching efficient implementation of the abovementioned partnership activities, the Parties agree to implement projects of mutual interest in the field of their expertise, promote events focused on exchange of experiences and good practices between the two institutes such as:

- *Projects for cooperation and collaborative applied research:* CIHEAM Bari and Institute of Agriculture of Skopje will identify programs and funding opportunities to identify, formulate and execute development projects in the frame of call for proposal or bilateral donor funds negotiations;
- *Exchange of scientists and experts:* CIHEAM Bari and Institute of Agriculture of Skopje will facilitate the exchange of students, experts, faculty and staff through informal or official visits for research and cooperation purposes, bearing in mind that, in all cases, such exchange will comply with the internal regulations of each institution and will be examined by each Party on an individual basis;
- *Jointly organized seminars, workshops, meetings, conferences, professional training and study visits* attended by students, experts, staff, decision makers and other concerned stakeholders from both Parties.

2.3 Bearing in mind the institutional mission, the priority goals and the expertise of both institutions, their cooperation shall focus on the following thematic areas:

- Soil and water management
- Integrated crop and pest management
- Organic farming
- Sustainable agro-ecosystems
- Open innovation and youth entrepreneurship in the agro-food sector
- Precision agriculture, economics, management, and rural territories development

Any other areas of cooperation related to the subject of this Memorandum of Understanding, that could be jointly identified by the two Parties of their mutual interest, could also be considered.

2.4 The collaboration is also aimed at seeking new funding opportunities that might be attracted by the collaborative venture. The activities will be mainly focused on the complementary areas of expertise of the Parties and jointly implemented in the framework of international development cooperation actions and applied research activities. Additional agreements shall be further defined to detail scope, objectives and timing of specific funded projects/initiatives within the above areas of collaboration, whereas deemed necessary.

3. OBLIGATIONS AND RESPONSABILITIES OF THE PARTIES

3.1 This is a non-binding agreement with the intention of facilitating collaboration between the participating institutions. Specific activities, projects, relevant funding and other matters concerning the implementation of this MoU will be negotiated separately.

3.2 For the implementation of the joint actions under this Memorandum, the Parties will search for resources to be provided by international organizations, government programs, European Union and other organizations in the framework of their respective cooperation programmes.

3.3 Both Parties agree that all specific operational/financial agreements necessary to implement this MOU must be negotiated case by case and will depend upon the availability of funds. Neither Party shall have any financial obligation to the other Party based on this MoU.

3.4 Nothing in this Memorandum is intended to run counter to or modify the terms of each party's specific mandates, privileges or their statutory rules.

4. IMPLEMENTATION

4.1 The CIHEAM Bari and Institute of Agriculture of Skopje shall establish a platform for regular exchange and joint planning.

In particular, each Party shall designate a representative with overall responsibility for ensuring the implementation of this MoU, including formulating work plans for activities to be undertaken pursuant to it, and for facilitating information sharing and mutual understanding, mainly by means of remote meetings, audio, video or e-mail conferences. Each party will duly notify the other of the name of its representative.

4.2 Should the parties decide to meet in person at their respective locations, in the Republic of North Macedonia or in Italy, each party shall bear the costs of its participation in the cooperation activities, unless otherwise agreed.

5. CONFIDENTIALITY

5.1 Each Party shall treat all documents, information, or any other data exchanged, received or supplied by the other Party within this MoU, as confidential unless agreed otherwise in writing by the Parties.

5.2 The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

5.3 The provisions of this Article shall not prejudice to the respective laws, regulations, and policies of the Parties. They should respect the principles of integrity, mutual respect, and social and environmental responsibility.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All intellectual property rights owned by one Party and used for the implementation of this MoU shall remain property of that Party.

6.2 All intellectual property rights that arise under the execution of this MoU, namely due to scientific discoveries, technologies or innovations, shall be set out in a specific arrangement on this matter.

7. PUBLICATIONS OF RESULTS

7.1 Results of cooperative activities, where appropriate, shall be published jointly or separately and upon

mutual agreement only. Either Party publishing separately shall give credit to the other institution's contribution but remains responsible solely for conclusions and interpretations.

7.2 This Memorandum shall be applied in full compliance with the respective laws, regulations, and policies of both Parties and does not imply any waiver of any privileges or immunities that the Parties enjoy under their statutes.

8. ENTIRETY OF AGREEMENT

This MoU contains the final and entire agreement between the Parties and all future projects and/or contracts, including Funding and Co-fundraising opportunities, shall be in a separate operational agreement based upon mutual agreement of the Parties.

9. DISPUTE SETTLEMENT

Any dispute arising out of the interpretation, application or implementation of this MoU shall be settled amicably through consultations and negotiations between the Parties at the internal level.

10. PRIVACY

10.1 The Parties mutually declare that they are informed, (and *mutatis mutandis*, expressly grant their consent) that the "personal data" provided, even orally, for the pre-contractual activity or however collected as a consequence or during the execution of this agreement, are exclusively processed for the purposes of the agreement, through consultation, processing, interconnection, comparison with other data and/or any further manual and/or automated processing and, also, for statistical purposes, with exclusive data processing in anonymous form.

10.2 Through specific implementing agreements entered from time to time, the Parties shall specify any personal data processing and the respective privacy roles.

10.3 The Parties acknowledge that the C.I.H.E.A.M., on 5 July 2019, adopted the "Security of the Information and Personal Data Protection Policy", inspired by the same principles listed in the EU Regulation 679/2016 – General Data Protection Regulation and subsequent additions.

10.4 Notwithstanding, it is defined that personal data will be considered strictly confidential and managed of consequence.

11. AMENDMENTS

This MoU may be amended at any time with the mutual written consent of the Parties.

Any change or amendment on this MoU shall enter into force and considered an integral part of it according to the same procedures mentioned in Article 12.

12. ENTRY INTO FORCE, DURATION AND TERMINATION

12.1 This MoU shall enter into force on the date of signature of the Parties. It shall remain in force for the duration of five (5) years and will automatically extended for additional periods of five years, unless one of the Parties notifies the other in writing of their intention to terminate the MoU six months in advance.

12.2 Unless agreed otherwise by the Parties, the termination of this MoU shall not affect the validity and

duration of any ongoing arrangements, programs or projects made under the MoU until the completion of such arrangement, program or project.

IN WITNESS WHERE OF those present printed on this and the four preceding pages and the schedules attached hereto are executed as follows:

On behalf of CIHEAM Bari:

Signed at _____ on _____

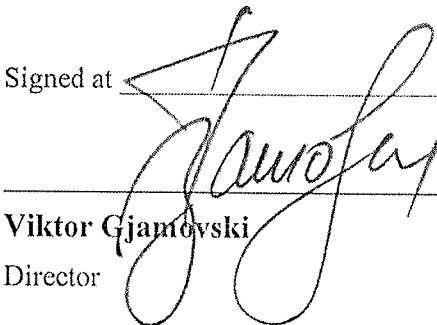


Maurizio Raeli

Director

**On behalf of the Ss. Cyril and Methodius University,
Institute of Agriculture – Skopje:**

Signed at _____ on _____



Viktor Gjamovski

Director