



Memorandum of Understanding
between
**Horticultural Science Research Institute, Agricultural Research,
Education and Extension Organization, I.R. Iran**
and
**Centro di Ricerca per la Frutticoltura
Consiglio per la Ricerca in Agricoltura e l'Analisi dell' Economia
Agraria, Italy**
on
Fruit Research, Science and Technology

Considering that the Horticultural Science Research Institute, Agricultural Research, Education and Extension Organization, I.R. Iran is a research organization of Agricultural Research, Education and Extension Organization of The Ministry of Jihad Agriculture, affiliated to the government of the Islamic Republic of Iran, and conducts fundamental and applied research and development on breeding and culture technique related to various fruit trees, hereinafter referred to as HSRI, AREEO;

Considering that Centro di Ricerca per la Frutticoltura, Consiglio per la Ricerca in Agricoltura e l'Analisi dell' Economia Agraria, Italy, which is a research organization supervised by the Italian Ministry of Agriculture, Food and Forest Policies, and has overall competence in the fruit research areas, hereinafter referred to as FRU, CREA;

Considering that both the HSRI, AREEO and the FRU, CREA, hereinafter referred to as "Parties", are involved in a broad range of scientific fields of common interest, including R&D on fruit genetic resources related to stone fruits, pome fruits, nuts, berries and other crops having mutual interest, collectively, but not exclusively on fruit science and technology with a view to solving major scientific, technical and economic problems in the fruit sector;

Being aware of the rapid expansion of scientific knowledge and its positive contribution in promoting bilateral and international co-operation;

Wishing to broaden the scope of scientific and technological cooperation in a number of areas of common interest through the creation of a productive partnership for mutual benefits;

Noting that such cooperation and the application of the results of such cooperation will contribute to the economic and social development of Iran and Italy;

Wishing to establish a formal framework to implement the overall cooperative activities that will strengthen scientific cooperation between the Parties;

HAVE AGREED AS FOLLOWS:

Article 1 – PURPOSE

1. The Parties shall encourage, develop and facilitate cooperative activities under this Memorandum of Understanding (MOU) in the areas of fruit research, science and technology, in accordance with this MOU and the laws and regulations of the countries of the both Parties.

Article 2 - PRINCIPLES

1. The cooperative activities under this MOU shall be carried out on the basis of the following principles:

- Mutual and equitable contributions and benefits;
- Mutual access of the research and technological development programmes, projects and facilities of each Party by visiting researchers of the other Party;
- Timely exchange of information which may concern cooperative activities;
- Promotion of a knowledge-based society for the benefit of both countries taking into account the protection of intellectual property rights as appropriate.

Article 3 – COOPERATIVE ACTIVITIES

1. The cooperative activities under this MOU may include:

- Meetings of various forms, including those of experts, to discuss and exchange information on fruit research, scientific and technological topics of a general or specific nature and to identify research and development projects and programmes that may be undertaken on a cooperative basis;
- Exchange of information on activities, policies, practices, laws and regulations concerning fruit research and development;
- Promote the interaction and collaboration between the public and private sectors of countries of the Parties;
- Visits and exchanges of scientists, technical personnel and other experts on general or specific subjects;
- Implementation of cooperative projects and programmes which may be decided upon by the Joint Committee, referred to in Article 5 in accordance with the respective laws and regulations of countries of the Parties;
- Publishing scientific articles and reports on the activities and outputs of the MOU; and,
- Other forms of activities in the areas of fruit science and technology, which may be decided upon by the Joint Committee, referred to in Article 5 in accordance with the respective laws and regulations of countries of the Parties.

2. The cooperative research activities will be focused initially in the field of fruit culture and other related fields, especially breeding, propagation systems, fruit production, genetic resources management, fruit quality, fruit processing, genetics and biotechnology and post-harvest.

For any individual activity a separate work plan and modality will be prepared and agreed upon reciprocally.

Article 4 – IMPLEMENTATION PROCEDURES

1. Implementation of arrangements, which set forth the details and procedures of cooperative activities under this MOU may be concluded between the Parties.

2. Each Party may delegate the implementation of research, scientific and technological cooperative activities of the Parties to specific institutions for direct implementation or support of scientific and technological cooperative activities between the Parties.

3. Research, scientific and technological cooperative activities not based on specific agreements that have been encouraged, developed and facilitated by the Parties and have been commenced and not completed by the date of entry into force of this MOU, could be incorporated under this MOU.

Article 5 – JOINT COMMITTEE

1. For the purpose of ensuring the effective implementation of this MOU, the Parties shall establish a Joint Committee. The Joint Committee shall consist of official representatives of each Party and shall be co-chaired by the representatives of both Parties. The Joint Committee may establish its own rules of procedure by mutual consent.

2. The functions of the Joint Committee could include:

- Exchanging views and information on agricultural research, scientific and technological policy issues;
- Reviewing and discussing the cooperative activities and accomplishments under this MOU;
- Making recommendations to the Parties with regard to the implementation of this MOU, which may include the identification and proposal of the cooperative activities hereunder and the encouragement of their implementation;
- Finalizing and approving work plans for each cooperation area mentioned under Paragraph 2 of Article 3.
- Reporting annually to the Parties on the status, achievements, outputs and impacts of the activities under this MOU, in English language.

3. Decisions of the Joint Committee shall be reached by the consent of the Parties. The Joint Committee will hold its meeting preferably through teleconferencing and whenever it deems necessary face to face held upon reciprocal agreement. Such meeting will be arranged so that to be convened alternately in Iran and Italy or in a third country in occasion of some interested international scientific congresses, symposia or conferences to both parties.

4. The expenses of participant for the face-to-face meetings of the Joint Committee, such as travel costs and accommodation shall be borne by the Parties to whom they relate. Any other costs associated with these meetings shall be borne by the host Party.

Article 6 – FUNDING

1. Implementation of this MOU is subject to the availability of appropriate funds and the applicable laws and regulations of countries of the Parties.

2. The costs of the cooperative activities under this MOU shall be borne as decided upon by mutual agreement.

Article 7 – INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

1. Scientific and technological information of non-proprietary nature arising from direct cooperative activities may be made available to the public by either Party through customary channels taking into account intellectual property rights of the other Party and in accordance with its general rules and procedures.

2. Intellectual property rights and other proprietary rights created or introduced in the course of the cooperative activities under this MOU shall be treated in accordance with the provisions of relevant national and international rules and regulation including the

convention establishing the World Intellectual Property Organisation, done at Stockholm on 14 July 1967.

Article 8 – SETTLEMENT OF DIFFERENCES

1. All questions or differences related to the interpretation or implementation of this MOU shall be settled amicably by consultation and negotiation between the Parties.

Article 9 – ENTRY INTO FORCE AND TERMINATION

1. This MOU shall enter into force at the completion of signing by both Parties and its endorsement.
2. This MOU shall remain in force for 5 years and shall continue to be in force if agreed in writing by the Parties before the expiration of the above period.
3. At the end of the five-year MOU period or at any time, the MOU may be terminated through written notice, at least six months in advance to the other Party.
4. Each Party may evaluate the impact and activities of this MOU every five year. Each Party should facilitate the evaluation conducted by the other Party. The Party which conducts the evaluation informs the other Party of the evaluation results.
5. This MOU may be amended with the mutual consent of the Parties through the exchange of written notes. Amendments shall enter into force following completion of each Party's internal procedures necessary except as otherwise agreed by the Parties.
6. The termination of this MOU shall be without prejudice to the cooperative activities undertaken by this MOU and not fully executed at the time of the termination of this MOU or to any specific rights and obligations that have accrued in compliance to this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the HSRI, AREEO and the FRU, CREA respectively, have signed this Agreement.

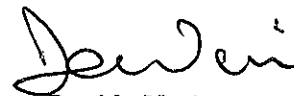
DONE on August 26, 2015 in two identical English copies,

Signed by:



Darab Hassani
Director General

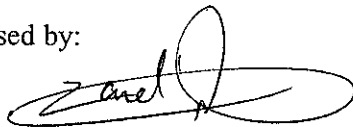
Horticultural Science Research Institute



Davide Neri
Director

Centro di ricerca per la frutticoltura

Endorsed by:



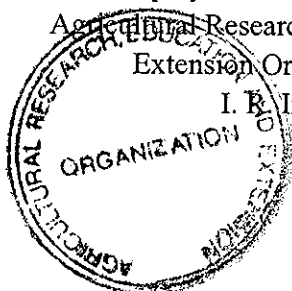
Eskandar Zand

Deputy Minister and Head

Agricultural Research, Education and

Extension Organization

I. R. Iran



Salvatore Parlato

Commissario Straordinario

Consiglio per la ricerca in agricoltura e

l'analisi dell'economia agraria

Italy