



MEMORANDUM OF UNDERSTANDING

[UM REF: 2023_212_UM_KPZ]

This Memorandum of Understanding (“MoU”) is being made by and between:

- (1) **The University of Malta**, having its seat at the University of Malta, Msida, MSD 2080, Malta; (the “**University**”);and
- (2) **The Koperattiva Produtturi taz-Zebbug Limited**, duly registered as cooperative in Malta with registration number 142 and having its address of business at Bonsai, Triq San Martin, Zebbug (the “**Cooperative**”),

also referred to jointly as the “**Parties**” and also individually as “**Party**”.

PREAMBLE

- (a) **WHEREAS** the University is the leader in tertiary education and research in Malta and Gozo;
- (b) **WHEREAS** the University supports the setting up of cooperatives, in particular, in the agricultural sector;
- (c) **WHEREAS** the University believes that the olive sector in Malta and Gozo would benefit greatly from enhancing its productivity and product quality;
- (d) **WHEREAS** the University has at its disposal various human and capital resources engaged in research of interest with respect to the “Farm to Fork Strategy”;
- (e) **WHEREAS** a number of olive-growers have taken the initiative to form the Cooperative;
- (f) **WHEREAS** the Cooperative has expressed its intention to fully cooperate with the University in the development of the olive sector; and
- (g) **WHEREAS** the Parties agree to establish a framework for cooperation in order to support the implementation of actions, measures and strategies in order to consolidate and further develop the olive sector in Malta and Gozo.

NOW THEREFORE, the Parties hereby set out their understanding as follows:

Article 1

Objectives and Governing Principles

- 1.1 The overall objectives of this MoU are as follows (the “**Objectives**”):

- (a) To contribute to the holistic development of the olive sector in Malta and Gozo;
 - (b) To endeavour to work together on mutually-beneficial initiatives; and
 - (c) To make use of their resources to enhance the quality of locally-produced olive oil.
- 1.2 The implementation of this MoU shall in all aspects be governed by the principles of:
- (a) mutual understanding and respect;
 - (b) transparency;
 - (c) good governance;
 - (d) the rule of law; and
 - (e) environmental protection.

Article 2

Applicable Law and Dispute Resolution

- 2.1 This MoU shall be construed and interpreted in accordance with the laws of Malta.
- 2.2 Should any dispute arise in relation to this MoU, the Parties will attempt to seek a resolution acceptable to their respective organisation and will seek to resolve tensions and conflict directly and collaboratively. Should the Parties fail to achieve a resolution as aforesaid, the issue will be referred to mediation. The mediator, mediators and/or mediation service will be selected by mutual agreement between the Parties. Unless the Parties decide otherwise, they will share equally the costs of mediation.

Article 3

Collaborative Initiatives

- 3.1 The Parties shall endeavour to foster their relations under this MoU as follows:
- 3.1.1 The University shall endeavour to:
- (a) encourage academic staff to carry out research on technical, economic and social aspects of the olive sector in Malta and Gozo, in particular with respect to olive trees, their cultivation and productivity, and production and control of quality of olive oil products;
 - (b) encourage students to undertake their specialisation on the production of olives and olive products, and to undertake research for their dissertation on the olive sector in Malta and Gozo;
 - (c) foster an informational and educational dialogue members of the Cooperative, providing them with courses and training, as required, at a cost to be agreed with the Cooperative;
 - (d) provide the services of the University laboratories, at a cost to be agreed with the Cooperative, in order to undertake tests regarding olive trees and olive oil produced in Malta and Gozo; and

- (e) apply for EU-funded projects related to the olive sector to continue to gain know-how and expertise in the sector.

3.1.2 The Cooperative shall endeavour to:

- (a) encourage its members to cooperate on any research programmes and projects being carried out by the University;
- (b) provide the University with information and data so as to foster data collection in the olive sector in Malta and Gozo;
- (c) engage in an effective communications campaign to encourage the consumption of extra virgin olive oil by Maltese and Gozitan consumers;
- (d) engage in a training program for olive growers and seek local and foreign experts to provide technical know-how to its members;
- (e) engage in marketing campaigns to seek new local and foreign markets for extra virgin olive oil produced in Malta and Gozo;
- (f) participate in EU-funded projects related to the food sector in general and the olive sector in particular; and
- (g) work with the University to obtain funds under the “European Agricultural Fund for Rural Development” (EAFRD) programme, this in order to an establish olive oil testing laboratory that could issue internationally-recognized quality certificates for Malta-produced olive oil.

3.2 With a view to fulfilling the above-mentioned endeavours and reaching the Objectives as set out hereabove, the Parties shall discuss potential mutually-beneficial collaborative initiatives (the **“Specific Initiatives”**). Specific Initiatives undertaken pursuant to this MoU will be subject to separate collaboration agreements to be executed by and between the Parties.

Article 4

Financial Arrangements

- 4.1 All expenses, including salary, travel, living, and varied costs and expenses incurred pursuant to this MoU will be borne by each Party respectively, unless otherwise decided upon in writing by the Parties.
- 4.2 Notwithstanding Article 4.1 hereof, this MoU will in no way be construed as an obligation by either Party to commit funds for the any activity whatsoever or any collaboration referred to hereunder, which will be decided on a case-by-case basis.

Article 5

Commencement and Duration

- 5.1 This MoU will commence on the last date of its signing by a Party hereto and will remain in effect for a period of five (5) years (the **“Term”**). This MoU is not subject to automatic

renewal. The Parties may, by their mutual written agreement, determine the terms and conditions for any extension or renewal of this MoU.

- 5.2 Either Party may terminate this MoU for any reason whatsoever by providing the other Party three (3) months' prior written notice in the manner foreseen in Article 10 hereof.

Article 6

Implementation and Coordination of Collaboration

- 6.1 Implementation:

6.1.1 The University hereby authorises its Institute of Earth Systems to be the coordinating University entity to foresee the implementation of this MoU on its part.

6.1.2 The Cooperative hereby authorises its Management Committee to be its representation to foresee the implementation of the MoU on its part.

- 6.2 The Parties agree to set up a Joint Committee ("**JC**") to coordinate the collaboration set out in this MoU. The following shall apply:

6.2.1 The JC shall be composed of a total of four (4) members – two nominated by each Party;

6.2.2 The Chairperson of the JC shall alternate between the Parties on a yearly basis, starting with the Cooperative during the first year of the Term;

6.2.3 The JC shall regulate its own procedures, provided that the following shall apply:

- (a) Minutes are to be kept of each JC meeting;
- (b) The Cooperative shall appoint a person to act as JC Secretary from among one of its members; and
- (c) The JC Secretary shall prepare an annual report to be approved by the JC.

Article 7

Liability

Each Party (herein referred to as the "**indemnitor**") shall irrevocably indemnify the other Party (herein referred to as the "**indemnitee**") from and against any and all liability, loss, damage, harm, costs or expenses which the indemnitee may suffer, incur or sustain as a result of any breach of this MoU by the indemnitor or as a result of any unlawful act, wilful misconduct or negligence of the indemnitor or of any of its employees except to the extent that any such liability, loss, damage, harm, costs or expense arises from the indemnitee's breach of this MoU, unlawful act, wilful misconduct or negligence.

Article 8

Confidentiality and Processing of Personal Data

- 8.1 Any information shared between the Parties pursuant to this MoU and duly marked as 'confidential' will not, without prior written consent of the other Party, be disclosed to a third party. This notwithstanding, the Parties are aware that the University is subject to freedom of information legislation that may require it to disclose the collaboration hereunder, this MoU and any communication made or documentation drawn up further hereto.
- 8.2 The Parties agree that any personal data made known to them by virtue of this MoU will be processed in accordance with the provisions of the EU General Data Protection Regulation 2016/679 ("GDPR").

Article 9

Non-Binding Effect

Save for the provisions of Articles 2, 5.2, 7, 8, 9, 10 and 11 hereof, this MoU is not intended to be legally binding. To such end, this MoU simply expresses the intentions and understanding between both Parties with respect to its subject-matter.

Article 10

Notices

- 10.1 Any notice made or required to be given pursuant to this MoU will only be valid if given in writing and addressed to the Parties at the following email address:

For the University:

Name: Prof. Everaldo Attard, in his role as Director of the University's Institute of Earth Systems, or his successor in title from time to time.

Email: ies@um.edu.mt

For the Cooperative:

Name: Mr. Jimmy Magro in his role as President or his successor in title from time to time.

Email: kpzmalta@gmail.com

or such other person as one Party may duly notify the other from time to time, via email as set out above.

- 10.2 For the purposes of this MoU, any notice duly sent by email shall be deemed to be delivered and received up on transmission, provided that if it is sent after 17:00 hours on a working day (referring to the time in the place of receipt), or if it is sent during the weekend or on any public or national holiday in the place of receipt, it shall be deemed to have been received at 09:00 hours of immediately-following working day in the place of receipt.

Article 11

GENERAL PROVISIONS

- 11.1 This MoU may be modified and updated by the mutual agreement of both Parties. Any modifications shall be signed by both Parties and added to the original MoU.
- 11.2 Each Party is an independent party under this MoU. The Parties agree that this MoU does not create any partnership, agency, or any other relationship under which either Party may be deemed responsible for the acts or omissions of the other Party and this MoU should not be construed so as to render the parties liable as partners or as creating a partnership or agency or any other similar relationship.
- 11.3 In the event it shall be determined under the applicable law that any provision set forth in this MoU (or part thereof) is invalid or unenforceable, such determination shall not affect the remaining provisions of this MoU unless the purpose of this MoU is substantially vitiated thereby.
- 11.4 This MoU may be executed in two counterparts and all such counterparts will constitute one and the same instrument.

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Signed -

For the University of Malta -

For the Koperattiva Produtturi taz-Zebbug Limited -

Prof. Alfred J. Vella
Rector

Mr. Jimmy Magro
President

Date: _____

Date: _____

Prof. Everaldo Attard
Director, Institute of Earth Systems

Mr. Salvu Borg
Secretary