

Memorandum of Cooperation

between

**the Ministry of Agriculture, Forestry and Fisheries
of Japan**

and

**the Ministry of Agriculture, Food Sovereignty and
Forests
of the Italian Republic**

in the area of Agriculture and Food

The Ministry of Agriculture, Forestry and Fisheries of Japan and the Ministry of Agriculture, Food Sovereignty and Forests of the Italian Republic, hereinafter referred to individually as a “Participant” and collectively as the “Participants”,

Being aware of the significant role of agriculture, agroindustry, food, fishery and forestry, rural development in the economic development of the two Countries;

Aiming to promote cooperation between the two Countries in the field of agriculture, agroindustry, food, fishery and forestry, and rural development;

Taking into account the well-established relations between Japan and Italy which have led to high-level collaborations and enabled the two Countries to carry out crucial joint initiatives;

Reaffirming the importance of disaster risk reduction and the need to strengthen the cooperation between the two Countries to realize a more sustainable and resilient society;

Guided by the willingness to strengthen the long-standing collaboration between the two Countries in the field of agriculture, agroindustry, food, fishery and forestry, and rural development; and

Convinced of the importance to promote and enhance cooperation between the two Countries in sectors and topics of mutual interest and priority, also with a view to strengthening the resilience of the economies of the two Countries and the sustainability of their societies in the next decades;

Have reached the following confirmation:

Paragraph 1 – Objective and scope

1. The objective of this Memorandum of Cooperation (hereinafter referred to as “MoC”) is to enhance the cooperation between the Participants in the fields of agriculture, agroindustry, rural development, rural economy, food, fishery and forestry.
2. For the purposes of paragraph 1, the MoC defines the bases and methods of cooperation between the Participants in areas of the major interest to both of them, in accordance with the principles of equality, reciprocity and mutual benefit.

Paragraph 2 – Areas of cooperation

The Participants will cooperate in the following areas:

- a) Promotion of food cultural identity;
- b) Rural Development policies;
- c) Diversification in agriculture;
- d) Agribusiness;
- e) Strengthening of cooperation for the promotion of respective geographical indications;
- f) Strengthening of collaboration between control authorities in taking appropriate measures to protect geographical indications in both Countries, in the framework of the Agreement between the European Union and Japan for an Economic Partnership, done at Tokyo on 17 July 2018;

- g) Sustainable agriculture, including Organic farming and sustainable use of natural resources as well as soil and water;
- h) Agricultural Research and development; and
- i) Any other areas jointly identified in writing by the Participants.

Paragraph 3 – Forms of cooperation

Cooperation in the areas specified in paragraph 2 will take the form of the following initiatives:

- a) Exchanging information, experience and good practices between the Participants;
- b) Organizing the Working Group referred in paragraph 5 and, as needed, the Sub-Working Groups referred in paragraph 6;
- c) Holding fairs, exhibitions, workshops, conferences, symposia, seminars, professional training activities, multilateral projects, and research meetings, as needed;
- d) Conducting study visits in both Countries for officials, experts, professionals, and researchers, as needed; and
- e) Any other technically possible form of cooperation as jointly identified by the Participants in particular within rural development and water management areas.

Paragraph 4 – Personal data protection

The Participants will ensure protection of personal data of employees and experts involved in the initiatives under this MoC, they will not transfer such personal data to third parties and, in any case, will not process them in an incompatible manner with the purposes of this MoC, without prior written mutual consent.

Paragraph 5 – Working Group

1. The Participants will establish a joint Working Group in order to implement this MoC and discuss the areas of cooperation identified in paragraph 2.
2. The Working Group will comprise representatives from the Participants, government officials, researchers, and any other members that the Participants jointly identify.
3. The Participants will notify each other of their respective Working Group members, designating a Contact Point (PC), competent for coordinating information and activities.
4. The Working Group will be held alternatively in both Countries once a year, as necessary. The meeting of the Working Group may take place also through VTC.
5. The personnel and representatives of the Participants will respect the immigration, tax, customs, health and national security regulations in force in the host Country. The personnel and representatives of the Participants will enter and leave the host Country in accordance with its laws and regulations.

Paragraph 6 – Sub-Working Groups

1. Sub-Working Groups may be established by the Working Group, as needed, to address the areas of cooperation identified in paragraph 2 in a specialized and technical manner. In this regard, the Sub-Working Groups will comprise only specialists such as researchers from research institutes of both Countries.

2. For the purpose of implementing paragraph 1 of this paragraph, the Participants will jointly define themes and administrative procedures of the Sub-Working Groups in writing.

Paragraph 7 – Funding

1. Each Participant will cover its own costs arising from the implementation of this MoC. All the activities set forth and carried out within the scope and objectives of the MoC, as referred to in paragraph 1, will be implemented by the Participants according to their ordinary budget availability, without any additional cost for the State budgets of Japan and the Italian Republic.

2. Each Participant will fully bear the costs of the visits by its respective representatives to the other Country in line with this MoC. The Participants may also avail themselves of resources provided by the European Union and other international organizations within the framework of their respective cooperation programmes.

Paragraph 8 – Applicable Law

1. This MoC does not constitute an international agreement from which rights and obligations under international law may arise. No paragraph contained in this MoC will be interpreted and implemented as a legally binding obligation or commitment of the Participants.

2. This MoC will be implemented consistently with Japanese and the Italian legislations, as well as relevant international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

Paragraph 9 – Intellectual property

1. Intellectual property rights will be regulated by the relevant provisions of Japanese and the Italian laws and regulations.

2. In the case of sale of any results of the activities carried out under the MoC, the Participants will determine in writing and in advance what constitute intellectual property rights as well as their adequate and effective protection and the contribution from each Participant will be duly specified.

3. Any document and publication resulting from the cooperation under this MoC will acknowledge the support received by each Participant.

Paragraph 10 – Transfer of technology

The transfer of research materials, information or equipment not covered by State property rights laws and assured by one of the Participants will take place in compliance with the laws and regulations applicable in both Countries.

Paragraph 11 – Differences

Any difference arising from the interpretation and/or implementation of this MoC will be settled amicably by means of direct consultations and negotiations between the Participants.

Paragraph 12 - Duration and modifications

1. The cooperation under this MoC comes into operation on the date of signature. It will continue for a period of five (5) years and will be automatically renewed for a further period of five (5) years, unless one of the Participants notifies the other of its intention to terminate

it six (6) months prior to the intended date of termination. Unless otherwise jointly determined by the Participants, the termination of this MoC will not prejudice the execution of ongoing projects and programmes.

2. The Participants may modify this MoC in writing by mutual consent.

Signed in Siracusa, Italy on 27th September 2024 in two (2) originals in the English language, both texts having equal value.

For the Ministry of Agriculture, Forestry and
Fisheries of Japan

For the Ministry of Agriculture, Food
Sovereignty and Forests
of the Italian Republic
