



OPERATIONAL AGREEMENT

for the implementation of the Programme
“Empowering entrepreneurial skills in Green & Blue Economy in Med and Africa Region –
STARTUP10”

between

CIHEAM - Mediterranean Agronomic Institute of Bari (hereinafter referred to as “**CIHEAM Bari**”), a body of CIHEAM - an International intergovernmental organization established for the purpose of meeting needs in the general interest, not having an industrial or commercial character, through the Agreement signed in Paris on 21 May 1962, ratified and enforced in Italy by the Act 13 July 1965 no. 932, and regulated in Italy by the Act 26 May 2000 no. 159 to ratify and enforce the Supplementary Agreement between the Government of the Italian Republic and the *Centre International de Hautes Etudes Agronomiques Méditerranéennes* (CIHEAM) with its registered and operating office based in Italy at Via Ceglie n. 9, Valenzano (BA) and having the taxpayer’s code 93047470724 - represented for the signature hereof by Dr. Maurizio Raeli, in his capacity of Director of CIHEAM Bari;

and

The **Agricultural University of Tirana** (hereinafter referred to as “**AUT**”), a public Higher Education Establishment with no.1061970035, based in Tirana, Pajsi Vodica, Koder-Kamez, Albania with VAT Number j61915028N represented by the Rector prof. Fatbardh Sallaku, born in Dures on 20 November 1966, as legal representative;

CONSIDERING THAT:

- The Italian Ministry of Foreign Affairs and International Cooperation (MAECI) (hereinafter also referred to as “Donor”) has funded a programme entitled “EMPOWERING ENTREPRENEURIAL SKILLS IN GREEN & BLUE ECONOMY IN MED AND AFRICA REGION (Startup10)” (hereinafter also referred to as “the Project”);
- CIHEAM Bari is the implementing body of the programme and will be in charge of its execution from October 2023 and for a period of two (02) years.
- Albania is one of the programme's beneficiaries’ countries and has a National Focal Point in charge of coordinating, promoting and managing the activities carried out in the country, and who will act as a link with the CIHEAM Bari coordination team.
- On October 2023, AUT has been identified as one of the three business incubators that could participate in the project throughout its duration, through its Technology Transfer Offices (TTOs);
- On November 22, 2023, the manager of the TTO of AUT came to Bari to attend a training for Manager of Business Incubator;



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- On January 29, 2024, an Innovation coach appointed by AUT attended in Bari a training course organized by the project for “Empowering Innovation Coach”;

Article 1: OBJECTIVE AND SCOPE

1. This Agreement relates to the implementation of part of the activities envisaged under the programme “Empowering entrepreneurial skills in Green & Blue Economy in Med and Africa Region - STARTUP10”, through which the Parties will promote international cooperation and innovation, as well as supporting initiatives for youth employment and startup development.

Article 2: STARTING DATE AND DURATION

1. This Agreement will enter into force on the date of signature by both Parties and will end at the end of the STARTUP10 Project, scheduled for 30.09.2025, and in any case until the fulfilment of all the obligations of the Parties under this Agreement.
2. This duration may be postponed due to force majeure or request of no-cost extension, through an exchange of letters between the Parties that shall become an integral part of the Agreement.

Article 3: PARTIES' ROLES AND RESPONSIBILITIES

1. As implementing Agency, CIHEAM Bari undertakes to:
 - Prepare and share with AUT the Rules for Call Application for the selection of startups that will participate to the coaching program;
 - Provide all the supporting material for the dissemination of the call at local level (Communication Kit);
 - Provide support to the coaches appointed by AUT for the coaching program through the involvement in the program of expert senior coaches;
 - Organize the Open Innovation Program between Italian companies and the winner startup;
 - Provide support for the implementation of the activities of AUT in STARTUP10 program;
 - Transfer the sum of €5,000 to the winner startup, in the form of support tools, training, coaching, services and equipment.
2. As implementing Partner, AUT undertakes to:
 - a) Launch a public call for selecting 7 startups according to the Rules for Call Application provided by CIHEAM Bari and ensure maximum dissemination of the call in the country;
 - b) Appoint the Selection Committee to evaluate and select the 7 startups and organize the selection process. The final selection will be done in agreement with CIHEAM Bari coordination team;
 - c) Ensure the development of the coaching program, according to the rules established by CIHEAM Bari coordination team;
 - d) Organize the pitch competition in coordination with the National Focal Point and CIHEAM coordination team;



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- e) Support the National Focal Point for the organization of local events (at least one) to disseminate and give visibility to the project activities;
- f) Support the Open Innovation program between the winner startup and the Italian company that will be carried on after the coaching program;
- g) Ensure that all the activities foreseen in the present agreement will be coordinated and/or carried out by the innovation manager and the innovation coach trained in Bari during the sessions of November 2023 and January 2024 (as stated in the premises of the present Agreement).

Article 4: FINANCIAL COMMITMENTS

1. For the carrying out of the activities under STARTUP10 Project, AUT will receive from CIHEAM Bari a total sum of **18.000 Euro**, including all taxes, contributions and any other fees related to the validation of this Agreement, upon submission of the report of the activities with evidence of the achievement of the expected results and the appropriate invoice.
2. Specifically, that sum shall include:
 - **14.000 Euro** (2.000 Euro for each coached startup) for ensuring the coaching programme based on at least 10 sessions of individual coaching for each startup, included the meetups with the international expert who will coordinate the entire program, the launch of the call and the process of selection of the 7 startups;
 - **4.000 Euro** to each incubator to support the period of collaboration between the winner startup and Italian company.

The modalities for the disbursement of these sums will be specified in a subsequent specific contract.

CIHEAM Bari also undertakes to cover the amount spent for the organization of local promotional event of STARTUP10 project activities, as reimbursement, up to a maximum of **1.500 euro** (upon presentation of relative purchase receipt).

Article 5: LIABILITIES

1. CIHEAM Bari shall be held harmless from all liabilities arising from AUT's obligations under this Agreement (art.3, n.2) and, specifically, from liability for damages, injuries or other, that may occur to the personnel of AUT in the performance of this agreement.
2. AUT shall be fully liable for damage to persons and/or property that may arise from the performance of obligations under this Agreement and that is attributable to it or to its employees, collaborators and auxiliaries in general.
3. AUT undertakes to comply with and implement all the safety, security, good practices, technical compliance, legal compliance, and health precautions provided for by the national legislation in the performance of the activities covered by this Agreement.



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Article 6: INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property rights owned by one Party and used for the implementation of this Agreement shall remain property of that Party.
2. All documents, designs, schemes, layouts, studies and all outputs produced during the implementation of the activities within this Agreement are owned by CIHEAM Bari and AUT can use them for its respective institutional purposes.
3. The Parties undertake to acknowledge, on the occasion of public presentations of the results achieved or in the event of drafting or publication of documents of any type, that what has been achieved derived from the collaboration established under this Agreement.

Article 7: COMMUNICATION AND VISIBILITY

1. Communication and dissemination as well as visibility of project activities shall be carried out in conformity with Donor and CIHEAM Bari rules and procedures at this regard.
2. Official logo and name of Donor and CIHEAM Bari should be used by AUT along with its own one, in view of providing proper visibility to the project and to the contribution.
3. In all other cases, each Party undertakes not to use the name or logo of the other Party without a prior written authorisation of the owning Party.

Article 8: CONFIDENTIALITY

1. Each Party shall treat all the information conveyed in the course of the implementation of activities as well as intermediate and final results, sensitive documents, information, or any other sensitive data exchanged, received or supplied by the other Party for the implementation of this agreement as confidential.
2. The Parties undertake to use the aforementioned confidential information solely for the purposes set out in this Agreement.
3. The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

Article 9: TERMINATION

1. In the event of non-fulfilment of the obligations under this Agreement, CIHEAM Bari reserves the right to terminate this Agreement at any time.

Article 10: IMPEDIMENTS AND FORCE MAJEURE

1. In case of impediments to the execution of the Project due to causes of force majeure recognized by the Parties according to practice (such as wars and armed insurgency, floods, fires, typhoons, earthquakes, labour conflicts and strikes, acts of any government, unexpected transportation difficulties, pandemic events or other causes) or in case of unsuitable security situation, peril or unsafe



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conditions for the personnel, as well as in case of lack of access to the project areas and activities by staff, the Party concerned shall promptly notify the other in writing of the force majeure event.

Article 11: DISPUTE SETTLEMENT

1. Any dispute between the signatories relating to the interpretation or application of the provisions of the present Agreement shall be settled through mutual and amicable consultation between the Parties.
2. Should mutual consultation fail to find other solution, they will be solved by means of an arbitration, according to article 19 of the Supplementary Agreement signed in Rome on 18/03/1999 between the CIHEAM Bari and the Government of the Italian Republic, relevant to the privileges and immunities of the CIHEAM Bari in Italy, ratified by law 26 May 2000, n° 159.

Article 12: PROCESSING OF PERSONAL DATA

1. Together with the signature of this Agreement, AUT undertakes to adopt data processing based on the principles of lawfulness and fairness while respecting the confidentiality requirements, in recognition that on 5 July 2019 the CIHEAM adopted the “Security of the Information and Personal Data Protection Policy”, inspired by the same principles stated in the EU Regulation 679/2016 – General Data Protection Regulation and subsequent amendments and additions.

Article 13: AMENDMENTS AND COMMUNICATIONS

1. This Agreement may be amended at any time only with the mutual written consent of the Parties. Any change or amendment on this Agreement shall enter into force and considered an integral part of it.
2. All further notifications or communications relating to this Agreement shall be made by e-mail and addressed as indicated below (or to a different address subsequently indicated in writing).

For CIHEAM Bari:
Director Maurizio Raeli
CIHEAM - Mediterranean Agronomic Institute of Bari
Via Ceglie n.9 – 70010 Valenzano (BA),
Italy
E-mail: iamdir@iamb.it

For Agricultural University of Tirana:
Rector Prof.Dr.Fatbardh Sallaku
Tirana, Pajsi Vodica, Koder-Kamez
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Article 14: FINAL PROVISIONS

1. The Parties undertake to respect each other's Codes of Ethics and, in particular, CIHEAM Bari's policy of zero tolerance against any form of harassment and violence in the workplace, with particular attention to sexual harassment.

IN WITNESS WHEREOF, the undersigned Parties, being duly authorized thereto, have signed this Operational Agreement in English language.

This Agreement shall take effect on the date of the last signing.

For

For the

**CIHEAM - Mediterranean Agronomic
Institute of Bari (CIHEAM Bari)**

Agricultural University of Tirana (AUT)

Signed by:
Maurizio Raeli
Director

Signed by:
Prof. Dr. Fatbardh Sallaku
Rector



Date: 03/05/2024



Date 24.04.2024



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