

MEMORANDUM OF UNDERSTANDING

between

The Agriculture Directorate within the Ministry of Agriculture, Fisheries and Animal Rights

and

Koperattiva Produtturi taz-Zebbug Limited

January 2023

This Memorandum of Understanding (hereinafter referred to as “MoU”) is being made and entered into today the ____ day of _____ of the year two thousand and twenty-three (2023) by and between:

Of the one part,

The Agriculture Directorate within the Ministry for Agriculture, Fisheries and Animal Rights represented hereon by Mr Marco Dimech, holder of identity card number_____, in his capacity as Director, for and on behalf of the same Directorate

Hereinafter referred to as the “Ministry”;

Of the second part,

The Koperattiva Produtturi taz-Zebbug Limited represented hereon by Mr. Jimmy Magro holder of identity card numebr 451255M, in his capacity as President for and on behalf of the same Koperattiva Produtturi taz-Zebbug Limited.

Hereinafter referred to as “Cooperative”,

Hereinafter collectively referred to as “the Parties”.

This MoU supersedes all previous contracts, agreements or arrangements made between the Parties with respect to the matters set forth herein. Therefore, the Parties hereby agree to revoke and cancel all previous contracts, agreements or arrangements made between the Parties upon the effective date of this MoU, unless there exist obligations imposed by law which cannot be revoked.

WHEREAS the Ministry has published the National Strategy for the Development of Agriculture in Malta for the period 2018 – 2028;

WHEREAS the Ministry has always supported cooperatives in the agricultural sector;

WHEREAS the Ministry believes in continuously supporting the agricultural sector including that of the olive sector in Malta and Gozo to enhance its productivity and quality of products;

WHEREAS the Ministry has already launched quality standards for other local agricultural products and provided technical support to these sectors and promoted quality scheme through marketing campaigns;

WHEREAS the olive growers have taken the initiative to form an olive growers Cooperative;

WHEREAS the Cooperative have expressed its full co-operation to the Ministry in the development of the olive sector;

WHEREAS the Parties agree to establish a framework for cooperation in order to ensure the effective implementation of actions, measures and strategies in order to consolidate and further develop the olive sector;

Now therefore, the Parties have entered into this present MoU and shall collaborate with the view to achieving the terms and conditions stipulated hereunder:

Article 1

Objectives

1. The overall objective of this MoU is to contribute to the holistic development of the olive sector in Malta and Gozo.
2. To this end, both Parties shall endeavour to work together on mutually beneficial programs and to make use of their resources to enhance the quality of locally produced olive oil.

Article 2

Legal Framework

1. This MoU shall be governed by and construed in accordance with the Laws of Malta.
2. Both Parties shall endeavour to resolve any issues between them through dialogue and consultations. Should these fail and thus remain unresolved within a period of six months, disputes under or in connection with this MoU shall be settled in accordance with the Laws and Courts of Malta and/or the Malta Arbitration Centre.

Article 3

Roles and responsibilities

1. The Ministry shall:
 - 1.1. support the Cooperative in its endeavors to develop and apply Quality Standards and the establishment of protocols for the registration of IGT and DOC for olives and olive oil produced in Malta and Gozo. These protocols shall be issued following consultations with the Cooperative and through public consultations.
 - 1.3. ensure that the Ministry offers the necessary technical knowledge to allow for professional training the cultivations, agronomic interventions and processes

required to cultivate olive trees to produce quality products. Training shall also be offered on the production of quality olives and olive oil products.

1.4. provide the necessary support for the cooperative to organize events in line with the spirit of this MoU as agreed by the two Parties.

1.5. provide support so that the Managing Authority of the European Agricultural, Food and Rural Fund (EAFRD) shall provide measures for the further development of the olive sector in Malta and Gozo.

1.6. advise the Cooperative about any financial assistance that may become available from time to time, in order for the Cooperative to be able to carry out its functions.

2. The Cooperative shall:

2.1. provide the Ministry with the total number of members on an annual basis including any updates of the statute and the composition of the Management Committee as appointed during the AGM clearly indicating the positions held by each committee member.

2.2. encourage all its members to adhere to the directives and measures issued by the Ministry and applicable to the olive sector.

2.3. provide the Ministry with information and data as to encourage the collection of data on the olive sector in Malta and Gozo.

2.4. with the support of the Ministry, engage in an effective communications campaign to encourage the consumption of extra virgin olive oil by Maltese consumers.

2.5. collaborate with the Agriculture Directorate to, engage in a training program for olive growers and to seek local and foreign experts to provide technical know-how to its members.

2.6. collaborate with the Ministry to organize campaigns to promote the quality of olive oil in Malta and Gozo.

2.7. seek further assistance from the Ministry in order to apply for the status of Producers Organisation in terms of EU Regulation 1308/2018.

3. Both Parties agree to engage in other forms of cooperation if and when such opportunities arise and are mutually agreed to in writing by both Parties.

Article 4

Designation of authorities

1. The Ministry has authorised the Director of Agriculture, Mr Marco Dimech, to be its representation to foresee the implementation of this MoU.

2. The Cooperative has authorized the President of the Cooperative, Mr. Jimmy Magro, to be its representation to foresee the implementation of this MoU.

Article 5

Multi-annual Programming Framework

1. In accordance with the provisions of this MoU, the Parties have agreed on an implementation framework consisting of the responsibilities as listed in Article 3 of this MoU.

Article 6

Bilateral Meetings

1. Both Parties agree to constitute a Joint Committee to foresee the implementation of this MoU.

2. The Joint Committee shall be composed of three (3) members from each side.

3. The Joint Committee shall meet at least once every three months .

4. Both Parties agree that minutes are to be kept for each meeting of the Joint Committee.

5. The Chairperson of the Joint Committee shall alternate between the two parties for each Joint Meeting session.

6. The Ministry shall appoint a person to act as Secretary of the Joint Committee from one of its members.

7. The Secretary of the Joint Committee shall prepare an annual report to be approved by the Joint Committee in its first meeting following a new calendar year.

Article 7

Modifications

1. This MoU may be modified, varied, amended and/or updated by mutual agreement of both Parties. Any modifications, additions, variations or amendments shall be in writing and signed by both Parties and added to the original MoU.

Article 8

Governing Principles

1. The implementation of this Memorandum of Understanding shall in all aspects be governed by the principles of :

- mutual understanding and respect
- transparency
- good governance
- rule of law
- environment protection

Article 9

Entry into Force

1. This MoU shall enter into force on the date of signature by both Parties and will remain in effect for a period of five (5) years from that date unless otherwise

terminated by the Parties for a reasonable cause or if it is determined that the objective of this MoU cannot be accomplished.

2. After expiration, this MoU will be renewed automatically for a further period of two years unless one party notifies the other of its intention not to extend the validity of the MoU, or of its intention to terminate the validity of the MoU.

This MoU is signed in two originals in the English Language.

In witness the Parties have approved the execution of this MoU.

Mr. Marco Dimech
Director
For the Ministry

Date:

Mr. Jimmy Magro
President
For the Cooperative

Date: