

**MEMORANDUM OF UNDERSTANDING
(MoU)**

BETWEEN

**THE GOVERNMENT
OF THE REPUBLIC OF MALTA**

AND

**THE MINISTRY OF SCIENCE AND
HIGHER EDUCATION OF THE
REPUBLIC OF POLAND**

ON

**CO-OPERATION IN RESEARCH AND
INNOVATION**

INTRODUCTION

1. Recognising the importance of research and innovation (hereinafter referred to as "R&I") in the development of their national economies, this Memorandum of Understanding is entered into by and between:

the Government of the Republic of Malta, the Parliamentary Secretary for Youth, Research and Innovation, within the Ministry for Education, Sport, Youth, Research and Innovation
and

the Ministry of Science and Higher Education of the Republic of Poland

2. Collectively, referred to as "Participants", and individually as 'Participant'.
3. Wishing to strengthen and develop scientific and technological co-operation on the basis of equality and mutual benefit.

Have reached the following understandings:

Paragraph 1 OBJECTIVES

The Participants intend to encourage and support cooperation in the field of research and innovation between funding agencies, research entities, universities, research institutes and industrial enterprises established in Malta and Poland according to the provisions of this MoU and the existing legislation and regulations of each country.

Paragraph 2 FORMS OF COOPERATION

The cooperation will have the following forms in particular:

- a) Bilateral collaboration in R&I between stakeholders residing in Malta and Poland;
- b) Joint research and development of bilateral and multilateral projects/initiatives;
- c) Exchange of scientific and technical research results, information and documentations arising from the bilateral scientific and technological cooperation;
- d) Exchange of individual scientists and experts for the purpose of conducting research work, exchange of information about ongoing research activities, adoption of new scientific methods, delivering lectures, establishing new scientific contacts for developing joint projects, attending scientific events;
- e) Organising and participating in joint scientific meetings, conferences, symposia, courses, workshops, exhibitions, etc.;
- f) Explore joint use and reciprocal access of research infrastructures as well as scientific-technological equipment;
- g) Facilitating technology transfer between respective entities;

- h) Institutional exchanges between the Participants to fostering closer cooperation in the R&I sector, adoption of best practices and mutual beneficial knowledge sharing;
- i) Encouraging Science, Technology, Engineering and Mathematics (STEM), and Social Sciences, Humanities and the Arts for People and the Economy (SHAPE) education, to foster transformative solutions to societal challenges in areas such as health, inequality, the environment, and the economy;
- j) Exchange of Science exhibits and communicators from Science Museums/Interactive Science Centres;
- k) Exchange of information and collaboration between research support offices in research performing entities, including the organisation of mobilities for Research Managers and Administrators (RMAs), job shadowing initiatives and joint presentations in public conferences to share and promote best practices.

Paragraph 3 OTHER FORMS OF COOPERATION

- 1. Participants intend to make their best effort to collaborate within the context of participation in European Union Framework Programmes (EUFPs) for research and innovation and other Initiatives.
- 2. The executive details concerning the cooperation in EU Framework Programmes will be elaborated by the Joint Committee defined in Paragraph 5. Due consideration will be given to:
 - a. the exchange of information, including partner searches related to funding opportunities published in the Work Programmes of Horizon Europe and the European Institute of Technology (EIT).
 - b. facilitating the mutual exchange of contacts with a view to establish project consortia in response to Horizon Europe and EIT calls for proposals.
 - c. promoting opportunities, including through joint (online) workshops.
- 3. Explore synergies and mutual learning activities between the participants addressing EU Mission and EU Partnerships.

Paragraph 4 AREAS OF MUTUAL INTEREST

- 1. The Participants may develop cooperation in the following thematic areas, including the respective niche sectors as laid out in Annex I attached to this MoU:
 - a) Marine and Maritime Technologies;
 - b) Digital Technologies;
 - c) Health and Well-being;
 - d) Sustainable use of Resources;
 - e) Smart Manufacturing;
 - f) Aviation, Aerospace and Space;
 - g) Cultural Heritage.

2. Such thematic areas are non-exhaustive. The Participants may engage in other areas, including, but not limited to focusing on societal challenges or areas that are identified/defined through the comparison of priorities emerging from their respective national strategies.
3. Research and innovation in the above thematic areas are intended to contribute towards reaching the United Nations Sustainable Development Goals.

Paragraph 5 JOINT COMMITTEE

1. For the purpose of implementing this MoU, the Parliamentary Secretariat within the Ministry for Education, Sport, Youth, Research and Innovation of Malta intends to nominate Science Malta ("Xjenza Malta") as the "Implementing Participant" for the Republic of Malta, and the Ministry of Science and Higher Education of Poland may nominate the National Centre for Research and Development or any other designated party, as the "Implementing Participant" for the Republic of Poland.
2. For the purpose of implementing this MoU, a Joint Committee composed of six (6) representatives is intended to be established. The Participants will have the benefit to appoint three (3) representatives each. Other observers may also take part in the Joint Committee meetings, subject to this being decided by both Participants.
3. An initial Joint Committee meeting endeavour to take place after the signature of this MoU to commence with the identification and definition of the potential collaborative activities:
 - a. identifying the fields of cooperation on the basis of information delivered by institutions of each country and the national policies in science, technology, and innovation;
 - b. facilitate the implementation of joint activities;
 - c. encourage exchange of experiences arising from the bilateral collaboration and evaluate the outcomes to propose further future collaborative opportunities;
4. Joint Committee meetings will take place in person or virtually by joint decision when matters requiring detailed discussion arise. However, the Joint Committee may also operate by correspondence.
5. The Participants will bear the costs incurred in connection with the participation of their representatives in the Joint Committee, unless agreed otherwise.
6. The Joint Committee may elaborate its own rules of procedure.

Paragraph 6 FUNDING OF COLLABORATIVE ACTIVITIES AND PROJECTS

1. The Participants will make their best effort to promote the funding of the actions of cooperation referred to in this MoU in accordance with their budgetary availability, and as provided by their national legislation.
2. Each Implementing Participant will be responsible to financially support its respective national research teams participating in the bilateral projects.

Paragraph 7
**DISSEMINATION OF RESULTING INFORMATION AND INTELLECTUAL
PROPERTY RIGHTS**

1. Scientific and technological results and any other information derived from the cooperation activities under this MoU, will be shared, announced, published in open access journals, or utilised for commercial purposes with the written consent of both cooperating partners. However, dissemination activities will bear in mind the possibility of IP protection. and in accordance with any relevant contractual arrangements, as well as with national laws and international treaties in relation to intellectual property rights to which the States of both Participants are signatories.
2. Scientific and technological information of a non-proprietary nature arising from the cooperative activities under this MoU may be made available to the public by either Participant through customary channels and in accordance with the domestic laws and normal procedures of the implementing Participants.
3. An agreement regarding the ownership of intellectual property rights is intended to be signed between cooperating partners before the execution of a joint R&I project/initiative. The said agreement will be concluded in compliance with the relevant regulations of the implementing Participants and will need to form part of the Consortium Agreement that will be mandatory requirements as part of the full-proposal stage submission process.
4. The Implementing Participants intend to give due consideration to the protection and the distribution of intellectual property rights or other benefits of a proprietary nature resulting from the cooperative activities under this MoU and will consult with each other for this purpose, as necessary. When appropriate, the protection of the relevant intellectual property rights may be regulated in implementing agreements.
5. The Implementing Participants will safeguard the adequate protection of any intellectual property arising from the implementation of this MoU, complying with the regulations of international agreements signed by both Participants.
6. The intellectual property rights arising from joint research and development pursuant to this MoU will be jointly owned by the cooperating organisations concerned. Both Implementing Participants have the benefit to exploit the results in their respective countries. The cooperating organisations intend to conclude implementation agreements to guarantee adequate and efficient protection of the intellectual property rights of the research results.
7. Any scientific and technological data, documents, samples and charts derived from cooperative activities under this MoU will be joint property of both Implementing Participants. Each Implementing Participant has the benefit to exploit it in its own country.
8. The protection of intellectual property will be safeguarded by the Implementing Participants according to their respective national laws and regulations. They will inform each other in due time about any change in their national legislation that may affect the intellectual property deriving from the present MoU.
9. Scientists, technical experts, institutions and industrial enterprises of third countries or international organisations may be invited, upon written consent of both co-operating partners, to participate in projects and programmes being carried out under this MoU. The cost of such participation will normally be borne by the third countries, unless the Participants decide otherwise in writing.

**Paragraph 8
DATA PROTECTION**

1. The Implementing Participants intend that the sharing of the data generated through this collaboration will take place in accordance with the Regulation (EU) 2016/679 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data (General Data Protection Regulation), and repealing Directive 95/46/EC (Data Protection Directive).
2. The data generated through this collaboration will only be shared amongst the Implementing Participants and the project beneficiaries. The sharing of data with other third participants will not be allowed.

**Paragraph 9
LEGAL CONSIDERATIONS**

1. This MoU is concluded with a view to enhance and develop cooperation between the Participants and does not constitute an agreement that is binding upon the States of both Participants under international law. No provision of this MoU will be interpreted and implemented as creating legal rights or commitments for the States of both Participants.
2. Any differences related to the interpretation or implementation of this MoU will be settled through consultation within the Joint Committee or between both Participants in good faith and on the basis of mutual respect without reference to any third party or international tribunal, organisation or forum.
3. With respect to the co-operation activities established under this MoU, each Participant will take, in accordance with the respective national legislation of their States, all necessary measures to ensure the best possible conditions for their implementation.
4. This MoU will not affect the validity or execution of any obligation arising from other international treaties or agreements concluded by the States of the implementing Participants.
5. This MoU may be modified at any time through mutual written consent of the Participants, and any such modifications will form an integral part thereof.

**Paragraph 10
INITIATION, DURATION AND END OF APPLICATION**

1. This MoU will come into effect on the date of its signature by both Participants.
2. This MoU will be effective for a period of three (3) years and will automatically be renewed for further consecutive periods of three (3) years, provided that the two Participants accept to such consecutive extension in writing. Nevertheless, the Participants may terminate the MoU, at any period by giving to the other Participant a written information. In this case, this Memorandum of Understanding will be terminated thirty (30) days after the date of receipt of the written information.
3. The termination of this MoU will not affect the projects or programmes carried out under this MoU that are not fully executed at the time of the said end of application.

Signed in two copies in English, both being equally valid.

Date: 26, November 2024

Date: 26, November 2024

Hon. Keith Azzopardi Tanti

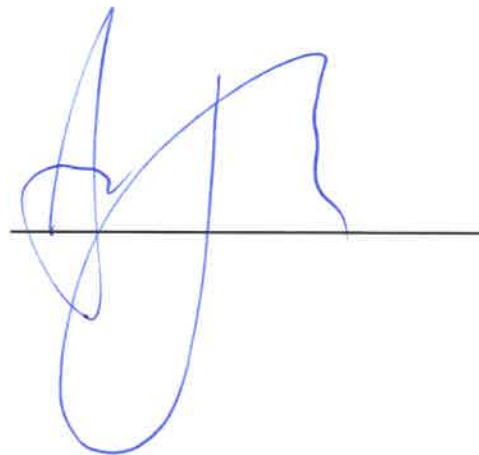
Mr Andrzej Szeptycki

Parliamentary Secretary for Youth,
Research and Innovation

Undersecretary of State

For the Ministry of Education, Sport,
Youth, Research and Innovation
On Behalf of the Government of
the Republic of Malta

For the Ministry of Science and
Higher Education of Poland



ANNEX I – Niche Sectors

The niche sectors to be considered under the respective areas of cooperation mentioned in Paragraph (4) are laid out as hereunder:

- a) Marine and maritime technologies, inclusive of marine biotechnology, aquaculture, renewable energy and offshore technologies, shipping logistics and services, and maritime engineering.
- b) Digital Technologies, inclusive of emerging digital technologies such as AI, IoT, DLT/blockchain, applications in cybersecurity, big data and data analytics, high-performance computing, chatbots and digital (virtual) games, open data, smart space applications, human-centric applications (digital health, patient data etc), and the digitalization of industry.
- c) Health and Wellbeing, inclusive of cellular therapy, drug development, cancer, biomedical engineering, and digital tools (e-health and bioinformatics).
- d) Sustainable use of Resources for Climate Change Mitigation and Adaptation, inclusive of net-zero carbon buildings, renewable energy generation and energy storage solutions, resource efficiency in industry, and converting waste in resource (waste-to-energy).
- e) Smart Manufacturing, inclusive of sustainable manufacturing and flexible automation.
- f) Aviation, Aerospace and Space, inclusive of avionics, composite material, the development of new technologies for maintenance of new aviation-related products, and space applications based on the use and exploitation of downstream data.
- g) Cultural Heritage, inclusive of the impact of climate change on cultural artifacts in urban, non-urban, coastal and submarine environment, conservation practices and preservation of tangible and intangible cultural assets.