

**Memorandum of Understanding (MoU)**

**ON CO-OPERATION IN RESEARCH AND  
INNOVATION**

**between**

**THE GOVERNMENT OF THE REPUBLIC OF  
MALTA**

**and**

**THE GOVERNMENT OF THE KINGDOM OF  
SPAIN**

## **PREAMBLE**

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, herein represented here by Mr Keith Azzopardi Tanti, in his capacity as the Parliamentary Secretary for Youth, Research and Innovation, within the Ministry for Education, Sport, Youth, Research and Innovation.

and

- The Government of The Kingdom of Spain, herein represented here by Raquel Yotti, in her capacity as Secretary General for Research of the Ministry of Science and Innovation.
2. Collectively, both should be known as "Participants"
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, research institutes and industrial enterprises residing in Malta and Spain according to the provisions of this MoU and the existing legislation and regulations of each country.

### **Paragraph 2 Forms of Cooperation**

The cooperation may have the following forms in particular:

- (a) Bilateral collaboration in R&I between stakeholders residing in Malta and Spain;
- (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) Joint use 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 Communicators from Science Museums/Interactive Science Centers.

**Paragraph 3**  
**Other forms of Cooperation**

1. Participants should make their best effort to collaborate within the context of participation in European Union Framework Programmes (EUFPs) for research and innovation and other Mediterranean Initiatives.
2. The executive details concerning the cooperation in EU Framework Programmes shall be elaborated by the Joint Committee defined in Paragraph 5. Due consideration shall be given to the:
  - (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 for joint applications to the Partnership for Research and Innovation in the Mediterranean Area (PRIMA) Programme and Twinning, Teaming and Excellence Hubs calls published within the Wider Work Programme/s of Horizon Europe.

#### **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 Memorandum of Understanding:
  - (a) Marine and Maritime Technologies;
  - (b) Digital Technologies;
  - (c) Health;
  - (d) Sustainable use of Resources;
  - (e) Smart Manufacturing; *and*
  - (f) Aerospace, Aviation and Space.
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 identified /defined through the comparison of priorities emerging from their respective national R&I strategies.
3. Research and innovation in the above thematic areas should aim 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 shall nominate the Malta Council for Science and Technology (MCST), as the "Implementing Participant" for Malta, and the Secretary General for Research of the Ministry of Science and Innovation of Spain may nominate the Research Public Institutions and/or Funding Agencies dependent on the Ministry of Science and Innovation as the Centre for the Development of Technology and Innovation (CDTI), the Spanish State Research Agency (AEI), the Carlos III Health Institute (ISCIII) and the Spanish Space Agency (AEE) as possible "Implementing Participants" for Spain.

2. For the purpose of implementing this MoU, a Joint Committee, composed of four (4) representatives, shall be established. The Participants shall have the right to appoint two (2) representatives each. Other observers may also take part in the Joint Committee meetings, subject to this being agreed 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. The Joint Committee meetings shall take place in person or virtually by mutual agreement when matters requiring detailed discussion arise. However, the Joint Committee communications may also operate by correspondence.
5. The Joint Committee may elaborate its own rules of procedure.

#### **Paragraph 6**

#### **Funding of collaborative activities and projects**

1. The Participants shall 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 shall 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, shall be shared, announced, published in open access journals, or utilised for a commercial purpose with the written

consent of both cooperating partners. However, dissemination activities should bear in mind the possibility of IP protection.

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 shall be signed between cooperating partners before execution of a joint R&I project/initiative. The said agreement shall be concluded in compliance with the relevant regulations of the implementing Participants and shall need to form part of the Consortium Agreement that should be a mandatory requirement as part of the full-proposal stage submission process.
4. The Implementing Participants should give due consideration to the protection and the distribution of intellectual property rights or other rights of a proprietary nature resulting from the cooperative activities under this MoU and shall 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 shall safeguard the adequate protection of any intellectual property arising from the implementation of this Agreement, 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 Agreement shall be jointly owned by the cooperating organisations concerned. Both Implementing Participants have the right to exploit the results in their respective countries. The cooperating organisations shall 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 Agreement shall be joint property of both Implementing Participants. Each Implementing Participant has the right to exploit it in its own country.
8. The protection of intellectual property shall be safeguarded by the Implementing Participants according to their respective national laws and regulations. They shall notify 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 the 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 shall normally be borne by third countries, unless both sides agree otherwise in writing.

#### **Paragraph 8 Data Protection**

1. The Implementing Participants agree that the sharing of the data generated through this collaboration shall take place in accordance with the Regulation 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 shall only be shared amongst the Implementing Participants and the project beneficiaries. The sharing of data with other third Participants shall 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 binding upon the States of both Participants under international law. No provision of this MoU shall be interpreted and implemented as creating legal rights or commitments for the States of both Participants.
2. Any difference related to the interpretation or implementation of this MoU shall be settled through consultations within the Joint Committee or between both Participants.
3. With respect to the co-operation activities established under this MoU, each Participant shall take, in accordance with the respective national legislations of their States, all necessary measures to ensure the best possible conditions for their implementation.
4. This MoU should 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.

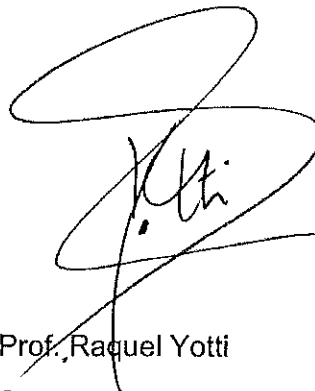
**Paragraph 10**  
**Initiation, Duration and End of application**

1. This MoU shall begin on the date when it is signed by both Participants.
2. This MoU shall be effective for a period of three (3) years and shall automatically be renewed for further consecutive periods of three (3) years, provided that the two Participants agree to such consecutive extensions in writing. Nevertheless, the Participants reserve the right to end of application this MoU, at any period, in terms of the below article.
3. The end of application should start in 30 days from the receiving date of the written notification. The end of application of this MoU shall not affect the projects or programmes undertaken 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.



Mr Keith Azzopardi Tanti  
Parliamentary Secretary for Youth,  
Research and Innovation  
For Ministry for Education, Sport,  
Youth, Research and Innovation  
On behalf of the Government of the  
Republic of Malta



Prof. Raquel Yotti  
Secretary General for Research  
Ministry of Science and Innovation  
On behalf of the Government of the  
Kingdom of Spain



## **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.

