



**Co-funded by
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Partnership Agreement



TERRA-Med

"An Interregional PhD Programme for Advancing Sustainability and Climate Resilience in Occitania,
Balearic Islands, and Catalonia"

MSCA Cofund – GA n. 101261763

Version 1 – 8/5/2026

Table of Contents

1	Definitions	5
2	Purpose	9
3	Entry into force, duration and termination	9
4	Responsibilities of Parties.....	10
5	Recruitment and Employment of Fellows.....	14
6	Research Projects	15
7	Co-Thesis and co-supervision	15
8	Supervision of Fellows	16
9	Secondment of Doctoral Fellows to Associated Partners	16
10	Participation of Doctoral Fellows in TERRA-MED Program events	16
11	Liability towards each other	17
12	Governance structure	18
13	Financial provisions	26
14	Results	29
15	Non-disclosure of information	32
16	Miscellaneous	33
17	Signatures	35
	Attachment 1: Grant Agreement 101261763	37
	Attachment 2: Background.....	38
	Attachment 3: Accession form	39
	Attachment 4: NDA for External Advisory Board.....	40

Commenté [IM1]: I will update it once we have a final version.

Change Records

Version	Date	Changes
Version 1	May 2026	

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), in particular HORIZON-MSCA-2025-COFUND-01, laying down its rules for participation and dissemination (hereinafter referred to as "Horizon Europe Regulation"), and on the European Commission's General Model Grant Agreement and its Annexes, and is made on 01/09/2026, hereinafter referred to as the Effective Date BETWEEN:

The Coordinator

GROUPEMENT EUROPEEN DE COOPERATION TERRITORIALE PYRENEES-MEDITERRANEE, (EPM), with legal address **EL CENTRE DEL MON 35 BOULEVARD SAINT ASSISCLE, 66011, PERPIGNAN France**, and

Hereinafter, individually referred to as the "Implementing Partner" and collectively referred to as the "Implementing Partners"

Fundació Centre de Regulació Genòmica (CRG), with legal address **Carrer Doctor Aiguader, 88 - 08003 Barcelona, Spain**,

Institut Català d'Investigació Química (ICIQ), with legal address **Av. Països Catalans 16 - 43007 Tarragona, Spain**,

UNIVERSITE DE MONTPELLIER (UM), with legal address **163 rue Auguste Broussonnet - 34090 Montpellier, France**,

UNIVERSITE DE PERPIGNAN VIA DOMITIA (UPVD), with legal address **52 Av. Paul Alduy - 66100 Perpignan, France**,

UNIVERSITE DE TOULOUSE (UT), with legal address **41 Allées Jules Guesde - 31000 Toulouse, France**,

UNIVERSITAT AUTONOMA DE BARCELONA (UAB), with legal address **Campus de la UAB, Edifici A - 08193 Bellaterra (Cerdanyola del Vallès), Barcelona, Spain**,

UNIVERSITAT DE GIRONA (UDG), with legal address **Plaça Sant Domènec, 3 - 17004 Girona, Spain**,

UNIVERSITAT DE LES ILLES BALEARS (UIB), with legal address **Cra. de Valldemossa, km 7.5 - 07122 Palma de Mallorca, Balearic Islands, Spain**,

UNIVERSITAT DE VIC (UV), with legal address **Carrer Perot Rocaguinarda, 17, 08500 Vic (Barcelona), Spain**,

UNIVERSITAT OBERTA DE CATALUNYA (UOC), with legal address **Rambla del Poblenou, 154-156, 08018 Barcelona, Spain**,

UNIVERSITAT RAMON LLULL (URL), with legal address **Carrer de Claravall, 1, 3, Sarrià-Sant Gervasi, 08022 Barcelona, Spain**,

UNIVERSITAT ROVIRA I VIRGILI (URV), with legal address **Carrer de l'Escorxador, s/n, 43003 Tarragona, Spain**,

hereinafter, the Coordinator and the Implementing Partners, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

An Interregional PhD Programme for Advancing Sustainability and Climate Resilience in Occitania, Balearic Islands, and Catalonia

in short

TERRA-Med

hereinafter referred to as "Project"

WHEREAS:

The Euroregion Pyrenees Mediterranean, founded on 29 October 2004, is a cooperative political organisation involving the Government of Catalonia, the Government of the Balearic Islands and the Region Occitanie. It became a European Grouping of Territorial Cooperation (EGTC) in 2009, and therefore since then has been recognised as an interregional cooperation institution of European scope.

EPM has been awarded with a Marie Skłodowska-Curie COFUND grant for the implementation of the "An Interregional PhD Programme for Advancing Sustainability and Climate Resilience in Occitania Balearic Islands, and Catalonia- TERRA-MED" (the "TERRA-MED Program").

The Implementing Partners are Spanish and French, research centres and universities, that supported the TERRA-MED grant bid with a letter of commitment to provide funding and in-kind contributions, including but not limited to the training, mentoring, co-supervision and employment of Doctoral Fellow(s) for the implementation of the TERRA-MED Program. The Parties wish to specify the terms and conditions that shall apply for the implementation of the TERRA-MED Program or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Coordinator and the Granting Authority (hereinafter "Grant Agreement"). Each Implementing Partner must comply with all applicable provisions of the Grant Agreement that are applicable to them

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

"Agreement"

means this partnership agreement, attachments and amendments duly signed by the Parties.

“Applicant”

means the person applying for an open position in the TERRA-MED program who has not yet been employed by the Implementing Partner. This is the stage previous to becoming a Doctoral Fellow.

“Background”

Means any data, know-how or information – whatever its form or nature (tangible or intangible), including any rights such as IP Rights – that is held by the Parties before they acceded to the Agreement and needed to implement the action or exploit the Results.

“Beneficiary”

means EPM, which is the sole signatory to the Grant Agreement, receives the EU funding, claims costs, and takes complete responsibility for the proper implementation of TERRA-MED Program.

“Consortium Body”

means any management body described in Section 6.1 of this Partnership Agreement.

“Contribution”

Means a fixed amount of EU funding allocated to each of the Parties, regardless of actual costs incurred.

“Coordinator ”

means EPM, as coordinator of the TERRA-Med Program, that signs the grant agreement and is formally responsible for the project's overall implementation and compliance with EU rules. It represents the consortium towards the EU, receives the grant payments, and transfers funds to the Implementing Partners as agreed in the Grant Agreement.

“Co-Thesis (or Cotutelle)”

means a doctoral project jointly supervised by two academic institutions located in different countries under a formal agreement allowing the Fellow to obtain either a joint doctoral degree or two doctoral degrees issued by the respective institutions.

“Co-Supervising Institution”

means the Implementing Partner participating in the scientific supervision of the Fellow under a co-thesis or cotutelle arrangement.

“Defaulting Party”

means a Party which the Steering Committee has declared to be in breach of this Partnership Agreement and/or the Grant Agreement as specified in Section 4.3 of this Partnership Agreement.

“Doctoral Fellows”, “Fellow”

are researchers that are doctoral candidates, and who meet the eligibility and selection criteria; thus, being selected to take up the fellowship positions offered through the TERRA-MED Program.

“Force Majeure”

means any situation or event that (i) prevents a Party from fulfilling their obligations under the Agreement, (ii) was unforeseeable, exceptional situation and beyond the Parties' control, (iii) was not due to error or negligence on their part (or on the part of third parties involved in the action), and (iv) proves to be inevitable in spite of exercising all due diligence.

“Grant Agreement” or “GA”

Means the grant agreement number 101261763 entered into between the Coordinator and the European Research Executive Agency, the Granting Authority which sets forth the rights and obligations and the terms and conditions applicable to the grant awarded to EPM for implementing the TERRA-MED Program action, and which is an integral part of the present Agreement in Attachment 1.

“Granting Authority”

means the body awarding the grant for the Project.

“Implementing Partner”

means a legal entity that, under the Partnership Agreement and the Grant Agreement, is responsible for carrying out part of the project work, recruit and employing the doctoral fellows, and managing the corresponding budget and obligations in its name and on its own responsibility.

“IP Rights”

mean all industrial and/or intellectual property rights worldwide, including without limitation any and all patents, patent applications, continuations, continuations-in-part, divisionals, utility patents, design patents, copyrights, trademarks, trade secrets, know-how, moral rights, database rights, rights of publication, and any other worldwide intangible or tangible right.

“Needed”

Needed means:

For the implementation of the Project:

Access rights are Needed if, without the grant of such Access rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access rights are Needed if, without the grant of such Access rights, the Exploitation of own Results would be technically or legally impossible.

“Personal Data”

means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Project Term”

means the five (5) year period of implementation of the TERRA-MED Program during which time Unit costs are eligible to be charged to the TERRA-MED Program. This is expected to be 01/01/2027 to 31/12/2031

“Employer Institution”

means the Implementing Partner that employs the Fellow and is responsible for the doctoral enrolment and administrative management of the Fellow.

“Research Project”

means the doctoral research activities Doctoral Fellows will lead during their involvement in the TERRA-MED Program. A Research Project will last for 36 or 48 months and may include varied and multiple lines of investigation during this period.

“Results”

mean the tangible or intangible output of the TERRA-MED Program, patentable or not, generated in the framework of a Research Project, such as data, knowledge or information – whatever its form or nature, whether it can be protected or not – that is generated in the action, as well as any rights to it, including IP Rights.

“Reserve list”

means a reserve list ranks qualified backup fellow candidates not initially awarded due to limited spots. They may receive offers if primary fellows decline or withdraw, in rank order.

“Reporting”

means a written report issued by each Party providing information to the coordinator to enable the monitoring of the status of completion of the project tasks.

“Steering Committee”

means a body formed by the Parties to oversee strategic direction, approve major decisions, and ensure alignment with objectives. It typically meets regularly, is chaired by the coordinator, and handles issues like budget changes, work plan adjustments, and conflict resolution among partners.

“TERRA-MED Program” or “Action”

TERRA-MED Program or “Action” means the MSCA-COFUND-funded “An Interregional PhD Programme for Advancing Sustainability and Climate Resilience in Occitania Balearic Islands, and Catalonia- TERRA--MED” action

“Unit Costs”

Unit Costs means reimbursement is based on predefined amounts per unit of activity (e.g., monthly fellow allowance, daily personnel rates, travel distances), rather than on the actual costs incurred by the Parties. The Unit is used to calculate the costs generated by the action (at the time of the Implementing

Partners cost declarations), and subsequently to calculate the EU contribution to the Coordinator and to the Implementing Partners.

2 Purpose

The purpose of this Partnership Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access rights and dispute resolution.

3 Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Partnership Agreement upon signature of this Partnership Agreement by a duly authorised representative.

This Partnership Agreement shall have effect from the Effective Date identified at the beginning of this Partnership Agreement.

An entity becomes a new Party to the Partnership Agreement upon signature of the accession document (Attachment 3) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

The term of this Agreement shall be from 1 September 2026 until 31 December 2031, unless:

- Exceptionally extended by mutual written agreement between the Parties for TERRA-MED Program' purposes.
- A termination for convenience is requested by a Party on three (3) months' notice (provided that the terms of the Agreement and any contract in force will remain in force for that candidate)
- The termination is requested by a Party for a breach of the Agreement by the other Party, communicated with a thirty (30) days' notice;
- The termination is due to an authority notice

Financial clause shall not come into force until the employment contract is signed and DOCTORAL FELLOW commences the Research Project.

If a Partner decides to withdraw from this Agreement prior to a DOCTORAL FELLOW being employed by the Implementing Partner, corresponding co-financing obligations shall terminate for the leaving Party (unless those obligations by their nature are intended to survive) and EPM may reallocate the EU funding units to other Partners.

Once a DOCTORAL FELLOW is employed, this Agreement cannot be terminated earlier unless the DOCTORAL FELLOW resigns or their contract is terminated. If a DOCTORAL FELLOW resigns or is terminated, the corresponding financial obligations for EPM Europe and the Implementing Partners involved will terminate.

If a Doctoral Fellow leaves within the first six (6) months following the commencement of the Research Project, the position can be offered to Applicants on the reserve list and / or through a new call for candidates, if so, approved by the TERRA-MED Steering Committee. The replacement Doctoral Fellow must be employed on the same terms as regulated in the GA, except being offered paid employment up to thirty-six (36) or forty-eight (48) months less the number of units already used. The EU financial contribution provided by EPM will not be increased nor be extended beyond the Project Term; the Implementing Partner involved will be liable for any additional cost beyond this.

3.3 Survival of rights and obligations

The provisions relating to Access rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Partnership Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

4 Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of the obligations under the Grant Agreement and this Partnership Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly the Coordinator, in accordance with the governance structure of the Project, of any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Breach

In the event that the Steering Committee identifies a breach by a Party of its obligations under this Partnership Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Steering Committee, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the formal notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Steering Committee may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Partnership Agreement.

The Coordinator shall act as data controller for the processing of personal data related to the TERRA-MED Programme applications and evaluation procedures.

Implementing Partners shall act as controller of the personal data related to the Fellows employed by them.

Each Party shall remain responsible for compliance with data protection obligations within its own institutional processes.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

4.4 Specific responsibilities regarding managing, reporting and implementation

4.4.1 EPM, shall be responsible for the overall management of the TERRA-MED Program including:

- the project administration;
- reporting to the European Commission;
- implementing the recruitment process;
- establishing any partnership agreements;
- establishing and maintaining the TERRA-MED Program website, communications and shared document repository;
- coordinating the development of PCDPs and PTPs; and
- any other activities as set out under the Grant Agreement.

4.4.2 Reporting

Each Implementing Partner will be responsible for the human resources and administrative management of the Doctoral Fellow(s) they employ and will facilitate the participation of the employed Doctoral Fellow (s) in TERRA-MED organized activities

Each Implementing Partner will be responsible for the human resources and administrative management of the Doctoral Fellow (s) they employ and will facilitate the participation of the employed Doctoral Fellow (s) in TERRA-MED organised activities.

The Implementing Partners will complete and submit regular (as required) progress reports to EPM to support EPM's reporting obligations to the European Commission, in accordance with the Grant Agreement provisions.

A leaving Implementing Partner shall issue a termination report to the Coordinator in accordance with Article 32 of the Grant Agreement on the activities implemented by it and completion of its work share in the work packages it is involved in for the period until its termination takes effect.

4.4.2 Proper implementation

Each Party shall perform its tasks in accordance with the Grant Agreement and contribute to the completion of the tasks.

Once a Doctoral Fellow is employed by an Implementing Partner, the Implementing Partner is obliged to the terms in this Agreement for the duration of the Research Project, unless terminated as per Clause 3.2.

Each Implementing Partner must comply with all applicable provisions of the Grant Agreement that are applicable to them, including, but not limited to:

- Take necessary measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers and ensure that the Doctoral Fellow are aware of them;
- Ensure that Doctoral Fellows enjoy, wherever the research training activities take place, the same standards of safety and occupational health as those of local researchers holding a similar position;
- Ensure that Doctoral Fellows are provided with the means to carry out the research training activities (including access to data, infrastructure, equipment and consumables);
- Ensure that Doctoral Fellows receive appropriate assistance in all administrative procedures before national authorities;
- Ensure that Doctoral Fellows are employed full-time, unless duly justified adjustments are required for personal reasons such as health or family commitments;
- Ensure that Doctoral Fellows work exclusively for the action (i.e. activities outlined in their PCDP). Complementary skills training (e.g. a teaching activity as part of the research training) is possible but must NOT jeopardise the research training activities.
- Ensure that the research training activities (including activities raising ethical issues and research on human embryos or human embryonic stem cell) comply with ethical principles and applicable international, EU and national laws; in particular with the EU Charter of Fundamental Rights and the European Convention for the Protection of Human Rights and Fundamental Freedoms and its Supplementary Protocols.
- Ensure that the Doctoral Fellows are informed that they are 'Marie Skłodowska-Curie fellows';
- Ensure that Doctoral Fellows are paid in accordance with their contract (employment contract or other direct contract);

- Ensure that the contract (employment contract or other direct contract) complies with the provisions of this Agreement, of the Grant Agreement. The employment contract must specify:
 - a) the name of the TERRA-MED Supervisor(s) for the research training activities;
 - b) the starting date and duration of the research training activities;
 - c) the monthly support for the Doctoral Fellow under this Agreement (in euros) and the employment total minimum costs:
 - Living Allowance FR/ES: 3400 €
 - Mobility Allowance FR only: 100 €
 - No mobility allowance in Spain;
 - d) the obligation of the Doctoral Fellow to work exclusively for the action, unless part-time for professional reasons is allowed and has been approved;
 - e) the working pattern of the Doctoral Fellow;
 - f) the arrangements related to the intellectual property rights (during implementation of the action and afterwards), in particular full access — on a royalty-free basis — for the Doctoral Fellows to Background and Results needed for their activities under the action;
 - g) the obligation of the Doctoral Fellow to inform as soon as possible about events or circumstances likely to affect the implementation of the action or the compliance with requirements under the Grant Agreement;
 - h) the obligation of the Doctoral Fellow to maintain confidentiality;
 - i) the obligation of the Doctoral Fellow to ensure the visibility of EU co-funding and the TERRA-MED logo in communications or publications and in applications for the protection of Results.
- Ensure that the activities under the action do not (i) aim at human cloning for reproductive purposes; (ii) intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed), or (iii) intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer; lead to the destruction of human embryos and comply with the following fundamental principles: reliability, honesty, respect and accountability;
- Ensure that the contract (employment contract, or other direct contract) specifies arrangements relating to confidentiality and intellectual property rights (in particular to access to Background, use of Results, promoting the action) — during the research training activities and afterwards;
- Inform the Doctoral Fellow about their obligation to complete and submit — at the end of the research training activities — the “Evaluation Questionnaire” and — two years later — the “Follow-up Questionnaire” provided by the Research Executing Agency;

- Support the promotion of genuine equal opportunities between men and women throughout the recruitment process;
- Provide working conditions which allow the Doctoral Fellows to combine family responsibilities with work and career expectations. Particular attention should be paid, inter-alia, to flexible working hours, part-time working, tele-working, and leave; as well as to the necessary financial and administrative provisions governing such arrangements;
- Appoint a TERRA-MED Supervisor with adequate experience to provide the Doctoral Fellows with academic support and a career plan.

All Partners must acknowledge the financial support of the EU in any public communication about the Research Project, including the TERRA-MED logo. All such communications shall include the EU emblem (ensuring prominence of the EU logo, if published with other logos), and funding statement ("Co-funded by the European Union") according to Section 17.2 of the Grant Agreement and the TERRA-MED logo.

4.4.3 Consequences of non-compliance

Improper reporting or implementation of the Project may lead to a breach procedure and termination of a Party's participation according to Section 4.3 of this Partnership Agreement. The Parties are aware that their implementation may affect the completion of tasks by other Parties and that improper implementation or reporting can lead to liability in accordance with Section 5 of this Partnership Agreement, e.g. in case of reduction or recovery of funding by the Granting Authority.

5 Recruitment and Employment of Fellows

The Coordinator will be responsible for running an open, transparent, merit-based, impartial, equitable selection process for recruiting the Doctoral Fellows. Fellows shall be recruited by the Implementing Partners through open, transparent and merit-based recruitment procedures in accordance with the Grant Agreement and the applicable provisions of the TERRA-Med Project.

Each Fellow shall be employed or otherwise contracted exclusively by one Implementing Partner. Implementing Partners will employ and host one (1) or more Doctoral Fellows at Implementing Partners' facilities under full-time employment contracts that are appropriate for the Research Projects, or other direct contract with equivalent benefits, including social security coverage.

Implementing Partners commit to providing full-time paid employment for the Doctoral Fellow to complete their Research Project during the Project Term. The Parties agree that the minimum term for completing a Research Project is three (3) years, i.e. thirty-six (36) months, or four (4) years, i.e. forty-eight (48) months and that any extensions beyond three (3) years will be determined by mutual consent of the Coordinator and the concerned Implementing Partner. Such extensions may be justified by career breaks, parental leave, illness or unforeseen delays. For the avoidance of doubt, the funding granted by the granting authority will cover the cost of the Research Projects during the three (3) years of duration of each Research Project. Therefore, all those costs and expenses that exceed such three (3) year term will be assumed by each Implementing Partner, unless otherwise agreed by the Parties pursuant to the provisions of this Agreement.

Any employment that extends beyond the Project Term will not be eligible to be charged to the TERRA-Med Program and all related costs must be borne by Implementing Partner.

If additional funding becomes available through underutilization of Units initially assigned to another TERRA-Med Partner, Coordinator and Partners can define additional positions with the approval of the TERRA-Med Steering Committee or the extension of an ongoing Research Project within the Project Term. Any such additional positions must comply with all the terms of this Agreement, unless otherwise determined by mutual agreement and the approval of the TERRA-Med Steering Committee.

The Implementing Partner shall bear sole responsibility for:

- issuing and managing the employment contract of the Fellow
- payment of monthly allowances
- social security contributions
- compliance with national labour law
- working conditions and supervision
- providing support to the fellows regarding training and mobility

Each Implementing Partner will comply with the general obligation to additionally provide, upon request, all the necessary documents to the Coordinator and any other information that the Coordinator requires in order to comply with Coordinator's obligations with the European Commission. Failure/delays in providing requested documents will imply a suspension of any scheduled payments to the Implementing Partner.

No other Party, including the Coordinator, shall be considered the employer of any Fellow and bear liability arising from the employment relationship between a Fellow and the Implementing Partner.

6 Research Projects

For each Doctoral Fellow position, the Research Project will be defined by the Doctoral Fellow and the Partners involved. Partners' profiles and preferred lines of research will be advertised in the open calls for recruitment so applicants have ample choice when selecting their preferred area of research and defining their project.

Research Projects will be initially proposed by Doctoral Fellow during the application process and will align with the research interests of the Partners and the Doctoral Fellow, as well as the overall TERRA-MED Project.

Each Research Project will incorporate two secondment, one in a Co-supervising Institution between nine (9) to twelve (12) months and the second at any non academic associated partner between three (3) to six (6) months in a sector or country different to the one in which the Doctoral Fellow is employed.

Each Research Project will incorporate open data and knowledge sharing, and citizen science actions and public outreach activities.

7 Co-Thesis and co-supervision

Fellows may conduct their doctoral research under a co-thesis or simple co-supervision arrangement between two academic Parties in the TERRA-MED Programme.

In such cases:

- one institution shall act as **Employer Institution**, and

- the other shall act as **Co-Supervising Institution**.

The Primary Supervising Institution shall remain the Implementing Partner employer of the Fellow and shall retain responsibility for the employment relationship.

The Parties involved shall conclude a **specific co-thesis or cotutelle agreement** defining:

- supervision arrangements
- enrolment status
- mobility periods and training
- thesis examination procedures
- degree awarding mechanisms.

The Partnership Agreement shall not replace or supersede institutional cotutelle agreements concluded between the concerned Parties.

8 Supervision of Fellows

Each Fellow shall be assigned at least one **Primary Supervisor** at the Implementing Partner employer and one **Co-Supervisor** at the other institution.

The supervisors shall jointly guide the research project and the training activities of the Fellow.

The Implementing Partner employer shall remain responsible for ensuring that adequate supervision conditions are provided.

The Coordinator shall not be responsible for the scientific supervision of Fellows

9 Secondment of Doctoral Fellows to Associated Partners

Each Doctoral Fellow will be employed by an Implementing Partner and will spend up to three to six months on secondment at an Non-Academic associated partner. Doctoral Fellows will continue to receive their salaried remuneration from the Implementing Partner employer during any such secondment period.

The Doctoral Fellow will be hosted by their associated partner, where they will receive support for settling into the city, induction into the hosting research group or team, and training as normally provided to that the associated partner's visiting researchers.

10 Participation of Doctoral Fellows in TERRA-MED Program events

Doctoral Fellows and their TERRA-Med Supervisors will take part in TERRA-Med Program events held at various locations in Spain and France. Events and Terra-MED's training program that will be jointly designed and provided by the Parties.

The events will be primarily focused on community building and researcher training. Detailed agendas will be disseminated in advance of each event, where Doctoral Fellows, and TERRA-Med Supervisors will be invited to contribute their expertise through workshops, guest lectures or other appropriate knowledge sharing formats.

Doctoral Fellows must attend all of the TERRA-Med Program events. TERRA-Med Supervisors are also expected to support TERRA-Med Program events, attending at least two events within the Project Term.

The travel and subsistence costs for the Doctoral Fellows and TERRA-Med Supervisors to attend TERRA-Med events will be borne by the Implementing Partner.

11 Liability towards each other

11.1 Indemnification

Each Party agrees to indemnify the other Party, from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages incurred by a Party under the Agreement arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the wilful acts or omissions, grossly negligent or wilfully reckless acts or omissions of that Party, its officers, agents, or employees. No Party will be liable under this Clause, even if such Party was informed or aware of the possibility thereof, for (i) any special, indirect or consequential damages or losses, including loss of profits, loss of opportunity or loss of income; or (ii) any liability, loss, expense, attorneys' fees, or claims for injury or damages caused or contributed to by another Party. Each of the Parties shall be responsible for the coverage of its personnel in accordance with the applicable legislation in the field of social security and the scheme for accidents at work and occupational diseases to which it is subject and shall carry out the formalities incumbent on it. Each Party shall be liable, under the conditions of the national law, for bodily injury caused by its personnel to the personnel of any other Party.

11.2 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access rights.

11.3 Limitations of contractual liability

1/ Each Party shall be solely liable for any loss, damage or injury caused to third parties arising from its own activities under this Partnership Agreement. A Party's general aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project.

2/ No Party shall be liable for the actions, omissions or obligations of another Party.

3/ The Coordinator shall not be liable for:

- the employment relationship between Fellows and Implementing Partners
- intellectual property generated by other Parties

- the performance of tasks assigned to other Parties under the Grant Agreement or this Partnership Agreement.

11.4 Claims

No Party shall assert any claim for damages caused in connection with the performance or non-performance of an obligation under this Partnership Agreement against representatives, staff or other auxiliary persons of another Party. This shall however not exclude claims against auxiliary persons to the extent that the damage was caused by their willful act or to the extent that such exclusion is not permitted by law.

11.5 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Partnership Agreement or from its use of Results or Background.

11.6 Force Majeure

No Party shall be considered to be in breach of this Partnership Agreement if it is prevented from fulfilling its obligations under the Partnership Agreement by Force Majeure.

Each Party will notify the Steering Committee of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Steering Committee.

11.7 Export control

No Party shall be considered to be in breach of this Partnership Agreement if it is prevented from fulfilling its obligations under the Partnership Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the Steering Committee of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the transfer of tasks –if any – shall be decided by the Steering Committee.

12 Governance structure

Project committees established for recruitment, evaluation, training or ethics oversight shall operate under the authority of the Steering Committee and shall have advisory or delegated decision-making roles as defined in the Grant Agreement.

The organisational structure of the consortium shall comprise the following Consortium Bodies:

- The Steering Committee, as the ultimate decision-making body of the consortium
- The Coordinator, as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Partnership Agreement.

12.1 General operational procedures for the Steering Committee

12.1.1 Members of the Steering Committee

The Steering Committee shall consist of one representative of the Coordinator and at least 5 Implementing Partners (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in of this Partnership agreement.

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by the Steering Committee.

The Parties agree to abide by all decisions of the Steering Committee.

This does not prevent the Parties from exercising their veto rights, according to Section 12.1. 5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 16.7 of this Partnership agreement.

12.1.2 Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

12.1.3 Preparation and organisation of meetings

12.1.3.1 Convening meetings

The chairperson shall convene ordinary meetings of the Steering Committee at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

12.1.3.2 Notice of a meeting

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

12.1.3.3 Sending the agenda

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting. Any agenda item requiring a decision by the Members must be identified as such on the agenda.

12.1.3.4 Adding agenda items

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

12.1.3.5

During a meeting of the Steering Committee the Members present or represented can unanimously agree to add a new item to the original agenda.

12.1.3.6

Meetings of the Steering Committee may also be held by tele- or videoconference or other telecommunication means.

12.1.3.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 12.1. 6.

12.1.3.8 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Steering Committee a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

The Coordinator shall inform all the Members of the outcome of the vote.

A veto according to Section 12.1.2.5 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

12.1.4 Voting rules and quorum

12.1.4.1

The Steering Committee shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Steering Committee shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

12.1.4.2

Each Member present or represented in the meeting shall have one vote.

A Party which the Steering Committee has declared to be a Defaulting Party may not vote.

12.1.4.3

Decisions shall be taken by a simple majority of the votes cast.

12.1.5 Veto rights

12.1.5.1

A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

12.1.5.2

When the decision is foreseen on the original agenda, a Party may only veto such a decision during the meeting.

12.1.5.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

12.1.5.4

When a decision has been taken without a meeting, a Party may veto such decision within 15 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.

12.1.5.5

In case of exercise of veto, the Parties shall make every reasonable effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

12.1.5.6

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

12.1.5.7

A Party requesting to leave the consortium may not veto decisions relating thereto.

12.1.6 Minutes of meetings

12.1.6.1

The chairperson shall be responsible for taking minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

12.1.6.1.1

The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

12.1.6.1.2

The chairperson shall send the accepted minutes to all the Members, and to the Coordinator, who shall retain copies of them.

12.1.7 Decisions of the Steering Committee

The Steering Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Steering Committee:

- strategic decisions concerning the project;
- approval of annual work plans and reports;
- adoption of fellow selection procedures;
- approval of major amendments to the project.

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Project Plan
- Modifications or withdrawal of Background in Attachment 2 (Background Included)

Evolution of the consortium

- The appointment of the Implementing Partners as members of the Steering Committee
- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Partnership agreement

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Partnership agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party

Appointments

The appointment, if necessary, of:

- External Expert Advisory Board Members

In the case of abolished tasks as a result of a decision of the Steering Committee, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

12.2 Coordinator

The Coordinator is the main administrative body of the Consortium, responsible for day-to-day management of the Project, including liaison with the EU Project Officer, financial administration, conflict resolution, internal communication and information-sharing, and logistical organisation of programme activities (workshops, trainings, and courses).

12.2.1

The Coordinator shall be the intermediary between the Parties and the Granting Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Partnership Agreement.

12.2.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Partnership Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.
- providing a copy of the signed Grant Agreement, its Annexes and information on any amendments to the Associated Partner(s).

If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other Parties' Project deliverables and all other documents required by the Grant Agreement to the Granting Authority in time.

12.2.3

If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the Granting Authority to change the Coordinator.

12.2.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the Implementing Parties, unless explicitly stated otherwise in the Grant Agreement or this Partnership Agreement.

12.2.5

The Coordinator shall not enlarge its role beyond the tasks specified in this Partnership Agreement and in the Grant Agreement.

12.3 Other Committees and Panels

12.3.1 Selection Committee (SEC)

The SEC oversees the entire evaluation process to ensure fairness, transparency, and compliance with deadlines and regulations. It supervises remote evaluations, validates merit-based results, and issues final selection decisions. The SEC is chaired by the Euroregion Director and includes one representative from each regional government and two external experts selected from the AGAUR database of evaluators. The SEC shall be active during Phase 0, Phase 3 (Preselection), and Phase 4.

12.3.2 External Evaluation Panel (EEP)

Comprised of national and international academic and non-academic experts drawn from AGAUR's database of approximately 6,000 evaluators. The panel conducts remote evaluations of applications and receives a briefing before the evaluation begins. The EEP participates primarily in Phase 2.

12.3.3 Interview Panels (IP)

Each panel interviews preselected candidates and assesses their competencies. Between four and six panels will be organised per scientific thematic area. Each panel shall include: one chair (scientific coordinator), two to four external experts (different from the EEP members), one HR officer from the Implementing Partner, and the Project Coordinator. Mainly active during Phase 3.

12.3.4 Redress Committee (RC)

The RC handles complaints and ensures procedural fairness throughout all project phases. It comprises one representative from the Euroregion, one from the Scientific Panel, and representatives from the three regional governments. Members must be distinct from those serving on the SEC. The RC advises and supports the SC in handling conflict resolution and scientific misconduct cases, and meets on demand.

12.3.5 Ethics Committee (EC)

The EC monitors compliance with ethical standards and addresses ethical implications within both the selection process and research implementation. It consists of active experts in Ethics from the Implementing Partner's own Ethics committees. Ethics approval must be obtained before any research that raises ethical issues begins. The EC will also advise the SC on ethical matters and ELSI (Ethical, Legal, and Social Implications).

12.3.6 Scientific and Career Training Committee (SCTC)

The SCTC, supported by the Project Coordinator (PMT), oversees scientific supervision and career development frameworks. It comprises ten active members from Euroregion, IP, and AP (both academic and non-academic), as well as two representatives of the TERRA-MED fellows. The SCTC meets twice per year to develop and implement the training programme, monitor Career Development Plans (CDPs), and ensure career development objectives are met.

12.4 External Advisory Board (EAB)

The EAB Will evaluate whether the general and specific goals of TERRA-MED are met and will provide advice on any weaknesses. The EAB will consist of 5 internationally renowned external scientific & industry experts. They will provide advice on the scientific, industrial, training quality, gender and

professional development of the fellows, as well as critical mentoring and expert review on the project progress, and scientific and market-oriented advice for the fellows and their supervisors. The annual meetings will be held remotely via videoconferences.

An External Advisory Board (EAB) will be appointed and steered by the Coordinator. The EAB shall assist and facilitate the decisions made by the Steering Committee.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EAB member and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

By way of exception to Section 12.2.4 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter “NDA”) with each member of the EEAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EEAB. The NDA for the EEAB members is enclosed in Attachment 4. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 4. The Parties shall receive a copy of each signed NDA.

13 Financial provisions

Section 7 of the Partnership Agreement does not apply to Associated Partners.

13.1 General Principles

13.1.1 Distribution of Financial Contribution

The financial contribution of the Granting Authority to the Project shall be distributed by the Coordinator according to:

- the Grant Agreement
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 13.2.

An Implementing Partner shall be funded only for its tasks carried out in accordance with the Grant Agreement.

13.1.2 Justifying Costs

Each Implementing Partner contributes with complete, reliable and true information to all reporting requirements regarding the completion of work packages and proper implementation. Moreover, adequate records and supporting documents must be provided by the Implementing Partners concerned upon request of the Granting Authority in accordance with the Grant Agreement. Each Implementing Partner is solely liable for justifying its Contribution.

13.1.3 Funding Principles

Each Implementing Partner is entitled to its full Contribution as approved by the Granting Authority after completion of the respective tasks. For work packages not completed at the end of the Project, the Coordinator distributes to each Implementing Partner only the share of Contributions as approved by the Granting Authority at final payment

13.1.4 Excess payments

An Implementing Partner has received excess payment if the Coordinator assessed that the performance of an Implementing Partner regarding the completion of one or several work packages is significantly lower than foreseen in Annex 1 of the Grant Agreement and that the Implementing Partner received more funding than approved by the Granting Authority.

In case an Implementing Partner has received excess payment, the Coordinator must inform the Steering Committee, and the Implementing Partner must return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Implementing Partner is in substantial breach of the Partnership Agreement.

Amounts which are not refunded by a breaching Implementing Partner and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Implementing Partners pro rata according to their share of Contributions of the Project, until recovery from the breaching Implementing Partner is possible. The Steering Committee decides on any legal actions to be taken against the breaching Implementing Partner.

7.1.6 Financial Consequences of the termination of the participation of an Implementing Partner

An Implementing Partner leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contributions accepted by the Granting Authority at termination.

After termination, this Implementing Partner is entitled to receive its Contribution and approved by the Granting Authority at interim or final payment. The Coordinator will inform this Implementing Partner accordingly upon payment of the final amount by the Granting Authority and distribute the amount due to the terminated Implementing Partner.

13.2 Payments

13.2.1 Payments to Implementing Partners are the exclusive task of the Coordinator

In particular, the Coordinator shall:

- notify the Implementing Partner concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a public body or is not entitled to do so due to statutory legislation.

With reference to Article 22 of the Grant Agreement, no Implementing Partner shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

13.2.2 Payment mode

Payments will be made by the Coordinator to the Partners after receipt of payment from the Granting Authority in separate instalments as agreed below:

Entity	PM	EU Funding (€/month)	Initial Prefinancing 50%	Interim Payment 40%	Final Payment 10%
Institut Català d'Investigació Química- ICIQ	96	316 800 €	158 400 €	126 720 €	31 680 €
Universitat de Girona	120	396 000 €	198 000 €	158 400 €	39 600 €
Universitat Oberta de Catalunya- UoC Campus	72	237 600 €	118 800 €	95 040 €	23 760 €
Universitat Autònoma de Barcelona - UAB	48	158 400 €	79 200 €	63 360 €	15 840 €
Universitat Rovira i Virgili- URV	48	158 400 €	79 200 €	63 360 €	15 840 €
Universitat Ramon Llull -URL	72	237 600 €	118 800 €	95 040 €	23 760 €
CRG - Centre for Genomic Regulation	96	316 800 €	158 400 €	126 720 €	31 680 €
Universitat de Vic – Universitat Central de Catalunya- UVIC UCC	72	237 600 €	118 800 €	95 040 €	23 760 €
Universitat de les Illes Balears- UIB	192	633 600 €	316 800 €	253 440 €	63 360 €
TOTAL ES	816	2 692 800 €	1 346 400 €	1 077 120 €	269 280 €
University of Toulouse	288	950 400 €	475 200 €	380 160 €	95 040 €
University of Montpellier	144	475 200 €	237 600 €	190 080 €	47 520 €
University of Perpignan Via Domitia	72	237 600 €	118 800 €	95 040 €	23 760 €
Total FR	504	1 663 200 €	831 600 €	665 280 €	166 320 €
GRAND TOTAL	1320	4 356 000 €	2 178 000 €	1 742 400 €	435 600 €

The Coordinator is entitled to withhold any payments due to an Implementing Partner identified by the Steering Committee to be in breach of its obligations under this Partnership Agreement or the Grant Agreement or to an Implementing Partner which has not yet signed this Partnership Agreement.

The Coordinator is entitled to recover any payments already paid to an Implementing Partner declared to be a Defaulting Party except its Contributions already accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to an Implementing Partner when this is suggested by or agreed with the Granting Authority.

13.2.3 Unit Costs & Person-Month

The minimum monthly living allowance for doctoral fellows set by the MSCA COFUND rule is calculated as a unit cost of €3,300 (gross salary including employer contributions). Therefore, the formula applied for each partner to calculate each payment, where (a) is the Total Number of Person-Months, (b) is the Payment Percentage, and (c) is the Monthly Doctoral Fellow Allowance, is the following:

$$\text{Payment} = (a) \times (b) \times (c)$$

For example, this formula shows that the pre-financing amount corresponds to 50% of the total budget, based on the unit cost of €3,300 per doctoral fellow per month.

$$\text{Grand Total Initial Prefinancing} = (1320) \times (0,50) \times (3300)$$

13.2.4 Doctoral Fellow Contracting Conditions

The Implementing partners ensure transparent employment conditions fully aligned with MSCA COFUND requirements and applicable national labour laws. A total of 33 doctoral fellows will be recruited under full-time employment contracts of either 36 months (22 fellows) or 48 months (11 fellows), according to each Party's internal regulations.

All Fellows will benefit from social security coverage, parental leave, and institutional support services. Their remuneration package will include: (i) a living allowance; (ii) a mobility allowance (applicable only to fellows recruited in France and integrated into their employment contracts); and (iii) where applicable, a family allowance, funded from national schemes (France or Spain) and not charged to the Implementing partner's budget. The Implementing Partners will provide the in-kind contributions as regulated in the Grant Agreement, among others, all the teaching and training support and the university inscription costs. Additional support may be provided for special needs or long-term leave.

SPANISH IP		Cost per month			
Cost categories	EU FUNDING 3300€	Euroregion	Cofunding CASH IP	In-kind IP	TOTAL BUDGET
Spanish Living allowance	3 300 €		100 €		3 400 €
Mobility allowance (option)					- €
Family allowance (option)			50 €		50 €
Special need(option)					- €
Long-term leave (option):					- €
Research Training and networking costs:		67 €	300 €	1 403 €	1 770 €
Management cost		359 €		205 €	564 €
Indirect cost				300 €	300 €
cofinancing rate	54%	7%	7%	31%	100%
Total 1 person /month in Spain	3 300 €	426 €	450 €	1 908 €	6 084 €
48mths contract	158 400 €	20 448 €	21 600 €	91 584 €	292 032 €
36mth contract	118 800 €	15 336 €	16 200 €	68 688 €	219 024 €

Figure 1 Spanish IP unit costs

FRENCH IP		Cost per month			
Cost categories	EU FUNDING 3300€	Euroregion	Cofunding CASH IP	In-kind	TOTAL PROGRAM BUDGET
French Living allowance	2 810 €		590 €		3 400 €
Mobility allowance (option)			100 €		100 €
Family allowance (option)			100 €		100 €
Special need(option)					- €
Long-term leave (option):					- €
Research Training and networking costs:	490	67 €		1 213 €	1 770 €
Management cost		359 €		205 €	564 €
Indirect cost				300 €	300 €
cofinancing rate	53%	7%	13%	28%	100%
Total 1 person /month in Fr	3 300 €	426 €	790 €	1 718 €	6 234 €
Phd duration total months	36				
Phds total cost 36mth	118 800	15 336	28 440	61 848	224 424

Figure 2 French IP unit costs

14 Results

14.1 Ownership of Results

Ownership of Results, and Joint Ownership by voluntary agreement.

Results are owned by the Party that generate them. If, prior to the start of, or during the research activity the concerned Parties agree that research Results are potentially to be produced by more than one

Party, a separate joint ownership agreement, must identify the drivers to measure the respective shares of ownership and therefore agree on the allocation and terms of exercise of their joint ownership. The Implementing Partners shall inform the Coordinator as to who holds ownership of the Results as it has to be included in the periodic report (results ownership list). Unless otherwise agreed in the joint ownership agreement, or pending the execution of a joint ownership agreement:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice informing of the main details of the non-exclusive license to be granted to the relevant third party; and (b) fair and reasonable compensation.
- the joint owners shall agree on all protection measures and the division of related cost in advance. If either Party becomes aware of an infringement by a third party any of the IP Rights relating to the jointly owned Results, it shall immediately notify such situation to the other joint owning Party.

Any other case of joint ownership, which is not covered by the previous provision, is regulated according to the GA and the Annex 5 of the Grant Agreement "Ownership of results".

Licence on Results to Coordinator to comply with Grant Agreement obligations, or to exploit.

Subject to third parties' rights, licence on the use of Results, including Background incorporated in such Results, shall be granted by Partners to the Coordinator on royalty free basis for the sole purpose of the proper implementation of the contractual obligations under the Grant Agreement.

Licence for the use or exploitation by Coordinator of the Implementing Partners' Background and Results must be set on a separate agreement on a case-by-case basis, based on fair and reasonable conditions. In addition, the Implementing Partners shall grant access to the Results, on a royalty-free basis, to the granting authority, EU institutions, bodies, offices or agencies for developing, implementing and monitoring EU policies or programmes.

Implementing Partner's obligation to obtain rights to use Results from the DOCTORAL FELLOW.

In order to ensure the use and exploitation of the Results by any Partner and/or Coordinator, in line with the Grant Agreement each Partner must previously obtain all necessary rights from the DOCTORAL FELLOWS (except for the right to be recognised as the author) that will contribute to the generation of the Results, unless applicable law provides for the attribution to the Implementing Partner, in order to be able to comply with its obligations under the project as if those Results were generated by the Implementing Partners themselves.

Access rights to Background and Results for project implementation.

Implementing Partners shall grant, on a royalty-free basis, access rights to Background and Results, which are necessary for the research training activities, and for the performance of their own work under the Research Projects, to the other Implementing Partners involved in Research Projects.

Each Implementing Partner shall be solely responsible for:

- Assessing the need for protection of the Results it owns;
- Undertaking appropriate protection measures;
- Taking necessary arrangements with its associated partners and entities involved in each doctoral project to ensure compliance with these intellectual property provisions.

The Coordinator shall not assume any liability regarding the identification, protection, ownership or exploitation of intellectual property generated by other Parties or by Fellows employed by them.

14.2 Dissemination

14.2.1

For the avoidance of doubt, the confidentiality obligations set out in Section 15 apply to all dissemination activities described in this Section as far as Confidential Information is involved.

14.2.2 Dissemination of own (including jointly owned) Results

14.2.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of the Results by one or several Parties, including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 10 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 7 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

14.2.2.2

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

The objection has to include a precise request for necessary modifications.

14.2.2.3

If an objection has been raised, the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

14.2.2.4

The objecting Party can request a publication delay of not more than 10 calendar days from the time it raises such an objection. After 10 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

14.2.3 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

14.2.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Partnership Agreement.

14.2.5 Use of names, logos or trademarks

Nothing in this Partnership Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

15 Non-disclosure of information

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" or "sensitive" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority (the Coordinator notifies the Associated Partner(s) about the date of the final payment):

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipient including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally

possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, it shall, to the extent it is lawfully able to do so, prior to any such disclosure.

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

16 Miscellaneous

16.1 Prevalence of the Grant Agreement

In case of conflict between this Partnership Agreement and the Grant Agreement, the provisions of the Grant Agreement shall prevail.

16.2 Amendments

This Partnership Agreement may be amended only by **written agreement of all Parties**.

Amendments shall enter into force on when all party signatures have been made.

16.3 Severability

If any provision of this Partnership Agreement is found to be invalid or unenforceable, the remaining provisions shall remain valid.

The Parties shall replace the invalid provision with a valid provision that most closely reflects the original intent.

16.4 Mandatory national law

Nothing in this Partnership Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

16.5 Language

This Partnership Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

16.6 Applicable law

This Partnership Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

16.7 Settlement of disputes

The Parties shall endeavour to resolve disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

16.8 Entry into Force

This Partnership Agreement shall enter into force on the date of signature by the last Party.

It shall remain in force until the completion of all obligations arising from the Grant Agreement and this Partnership Agreement.

17 Signatures

AS WITNESS:

IN WITNESS WHEREOF, the Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages on the date specified below. The signature of a Party via an electronic signature (e.g. DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

GROUPEMENT EUROPEEN DE COOPERATION TERRITORIALE PYRENEES-MEDITERRANEE, [EPM]

Signature(s)
Name(s)
Title(s)
Date

Fundació Centre de Regulació Genòmica (CRG)

Name(s)
Title(s)
Date
Signature(s)

Institut Català d'Investigació Química (ICIQ)

Name(s)
Title(s)
Date
Signature(s)

UNIVERSITE DE MONTPELLIER [UM]

Name(s)
Title(s)
Date
Signature(s)

UNIVERSITE DE PERPIGNAN VIA DOMITIA [UPVD]

Name(s)
Title(s)
Date
Signature(s)

UNIVERSITE DE TOULOUSE [UT]

Name(s)
Title(s)
Date

Signature(s)

UNIVERSITAT OBERTA DE CATALUNYA [UOC]

Name(s)
Title(s)
Date
Signature(s)

UNIVERSITAT RAMON LLULL [URL]

Name(s)
Title(s)
Date
Signature(s)

UNIVERSITAT ROVIRA I VIRGILI [URV]

Name(s)
Title(s)
Date
Signature(s)

UNIVERSITAT AUTONOMA DE BARCELONA [UAB]

Name(s)
Title(s)
Date
Signature(s)

UNIVERSITAT DE GIRONA [UDG]

Name(s)
Title(s)
Date
Signature(s)

UNIVERSITAT DE LES ILLES BALEARS [UIB]

Name(s)
Title(s)
Date
Signature(s)

UNIVERSITAT DE VIC [UV]

Name(s)
Title(s)
Date
Signature(s)

Attachment 1: Grant Agreement 101261763

Attachment 2: Background

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”. Because of this need, Access rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTY 1

As to EPM, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of EPM is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

This represents the status at the time of signature of this Consortium Agreement.

[Same for PARTY 2, PARTY 3, etc]

Attachment 3: Accession form

Accession Document

ACCESSION of a new Party to the TERRA-MED PARTNERSHIP AGREEMENT, version [..., YYYY- MM-DD]

[OFFICIAL NAME OF THE NEW PARTY]

hereby consents to become a Party to the Agreement identified above and accepts all the rights and obligations of a Party starting [date].

GROUPEMENT EUROPEEN DE COOPERATION TERRITORIALE PYRENEES-MEDITERRANEE e hereby certifies that the consortium has accepted the accession of [the name of the new Party] to the partnership starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

**GROUPEMENT EUROPEEN DE COOPERATION TERRITORIALE
PYRENEES-MEDITERRANEE**

Signature(s) Name(s) Title(s)

Attachment 4: NDA for External Advisory Board

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on [insert date] by and between:

GROUPEMENT EUROPEEN DE COOPERATION TERRITORIALE PYRENEES-MEDITERRANEE, acting as the Coordinator for the TERRA-MED Consortium and acting on behalf and for the benefit of the Consortium Parties of the TERRA-MED Consortium, with its registered office at established in EL CENTRE DEL MON 35 BOULEVARD SAINT ASSISCLE, 66011, PERPIGNAN France, the Coordinator, herein referred to as "EPM" or "Coordinator",

and

[insert name of private person], having its registered address at [insert address], herein referred to as "Advisory Board Member" or the "Recipient",

individually referred to as a "Party" or collectively as the "Parties".

WHEREAS:

- A. The TERRA-MED Consortium, is performing the project TERRA-MED with Grant Agreement 101261763 (the "Project"),
- B. [insert name], [professor or other applicable title and] expert within the field of [insert field] shall be a member of the Scientific Advisory Board of the Project. The Parties to the TERRA-MED Consortium (herein referred to as the "Discloser") may share Confidential Information in relation to the Project with the Advisory Board Member under the terms and covenants set forth below for the purpose of supporting the TERRA-MED Consortium's Steering Committee in its scientific directions, as well as in legal/ethical/social compliance (the "Purpose").
- C. The Coordinator is mandated by the Parties of the TERRA-MED Consortium to negotiate and execute a non-disclosure agreement for the benefit and on behalf of all parties of the TERRA-MED Consortium and each Advisory Board Member.
- D. Throughout the Purpose, the Coordinator may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

NOW IT IS AGREED AS FOLLOWS:

1. Confidential Information

1.1 For the purposes of this Agreement, Confidential Information means any data or proprietary information of the Discloser that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
- (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
- (iv) trade secrets; plans for products or services, and customer or supplier lists;
- (v) any other information that should reasonably be recognized as Confidential Information by the Discloser.

1.2 The Parties agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or are to be considered as confidential by its nature or, the circumstances of their transmission or handover, and in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information within fifteen (15) calendar days from disclosure at the latest. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4 The Recipient hereby acknowledge that the Confidential Information proprietary of the Discloser has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 Notwithstanding the aforementioned Confidential Information shall exclude information that:

- (i) is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;
- (ii) was already lawfully known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- (iii) is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;
- (iv) becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);
- (iv) is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

2. Purpose of the Disclosure of Confidential Information

The Discloser through the Coordinator, and Recipient will enter on discussions regarding supporting and guiding the Project. The Discloser through the Coordinator, in collaboration with the Recipient will ensure legal/ethical/social compliance of the Project activities and results and provide scientific feedback on Project results. The Recipient will give feedback on issues that arise within the Project upon request from the parties of the TERRA-MED Consortium.

3. Undertakings of the Recipient

3.1 In the context of discussions, support or requested feedback in the Project, the Discloser through the Coordinator, may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in connection with the Purpose contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Discloser.

3.2 The Recipient will not disclose and will keep confidential the Confidential Information received.

3.3 The Recipient will not disclose any Confidential Information received to any third parties.

3.4 The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, but in no case less than reasonable care.

3.5 All Confidential Information disclosed under this Agreement shall be and remain under the property of the Discloser and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Nothing in this Agreement shall be deemed to grant to the Recipient a license expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.

3.6 The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Discloser may request it to the Recipient.

3.7 Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with applicable mandatory law.

3.8 In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure (if legally possible and practicable) and collaborate to the extent reasonable with the Discloser in order to protect the Confidential Information.

3.9 The Recipient shall be liable for the damage and losses suffered by the Discloser due to a breach of this Agreement by the Recipient.

3.10 The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information.

3.11 The Confidential Information subject to this Agreement is made available "as is" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non-infringement of third party rights, accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

3.12 The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

3.13 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, employment or other similar relationship between the Discloser and Recipient.

3.14 Recipient is not allowed to apply for intellectual property rights related to Confidential Information.

4. Miscellaneous

4.1 Duration and Termination

4.1.1 This Agreement shall remain in effect for the period of five (5) years after the term of the Project.

4.1.2 Any Party to this Agreement may terminate this Agreement with thirty (30) days written notice to the other Party. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall survive the expiration or termination of this Agreement for a period of ten (10) years. All other provisions of this Agreement which by their nature should survive termination or expiration of this Agreement, shall so survive.

4.2 Applicable Law and Jurisdiction

This Agreement shall be construed and interpreted by the laws of Belgium without giving effect to its conflict of law's provisions. All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

4.3 Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

4.4 Subsequent Agreements

Ancillary agreements, amendments or additions hereto shall be made in writing.

4.5 Communications

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Coordinator as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

4.6 Rights of Third Parties

Each Consortium party to the TERRA-MED Partnership agreement shall have a right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date stated above.

For **GROUPEMENT EUROPEEN DE COOPERATION TERRITORIALE PYRENEES-MEDITERRANEE**, the Coordinator,

Name:

Title:

Date:

For [insert name of private person], the Scientific Advisory Board Member/Recipient,

Name:

Title:

Date: