



CONSORTIUM AGREEMENT EIT FOOD MASTER COURSE IN FOOD SYSTEMS

EIT Food ivzw, an international non-profit association, having its registered office in UBICENTER A Philipssite 5 bus 34, 3001 Heverlee (Leuven), Belgium, represented by **Dr Maarten van der Kamp**, Director of Education of EIT Food ivzw,

and Universidad Autónoma de Madrid established in: Calle Einstein 3, 28049 Madrid Spain, represented by **Rafael Garesse**, Chancellor of the Universidad Autónoma de Madrid,

and The Queen's University of Belfast established in: University Road, Belfast, BT7 1NN, United Kingdom, represented by **Professor Ian Greer**, President and Vice-Chancellor of The Queen's University of Belfast,

and Universität Hohenheim established in: Schloss Hohenheim 1, Stuttgart, Germany, represented by **Professor Dr. Stephan Dabbert**, President of the Universität Hohenheim,

and University of Reading established in: PO Box 217, Reading, Berkshire, RG6 6AH, United Kingdom, represented by **Professor Robert Van De Noort**, Vice-Chancellor of the University of Reading,

and Università degli Studi di Torino established in: Via Verdi, 8 - 10124 Torino, Italy, represented by **Professor Gianmaria Ajani**, Rector of the University of Turin,

and University of Warsaw established in: 26/28 Krakowskie Przedmieście Street, Warsaw 00-927, Poland, represented by **Professor Maciej Duszczuk**, Vice-Rector for Research and International Relations of University of Warsaw,

each a **Consortium Member** and together the **Consortium**,

HAVE AGREED to the following terms and conditions, including those in the annexes, which form an integral part of this *Consortium Agreement*.

Article 1 - Objective of the present *Consortium Agreement*

On the basis of the present *Consortium Agreement (CA)* the **Consortium** will jointly establish and operate a new master programme for the food sector. Collaboratively, the new master programme will provide international and inter-organisational mobility and diverse professional and entrepreneurial skills to its participating students, to develop a new generation of entrepreneurs and innovators for the food sector, and therefore will contribute to achieve the requirements of the **EIT Food Framework Partnership Agreement** (reference 00419.EIT.2018.I.MM) (**FPA**), the Specific Agreements concluded under that FPA (the **SGAs**) and the successive EIT Food Business Plans (**Business Plans**). This new master programme shall be identified with the name of Master in Food Systems and hereafter indicated as **MFS**.

If the **FPA** is amended, the Consortium Members shall negotiate in good faith to update this **CA** so that it is amended to reflect any relevant amendments to the **FPA**.

Article 2 – Scope of the Agreement, entry into force and duration

§1. The present **CA** shall enter into force when it is signed by all **Consortium Members** and has effect as long as the **FPA** is in force (at present, until 31 December 2024 pursuant to Article 3 of the **FPA**).

- [1] If the *FPA* is terminated early or is not renewed, the **Consortium Members** shall enter into discussions to agree whether or not to continue the **MFS** and shall take all necessary steps to mitigate any impact on current students on the **MFS**.
- [2] If the *FPA* is renewed or extended, then the **Consortium Members** shall negotiate in good faith to agree and adopt an updated Consortium Agreement to continue the **MFS** for the duration of the renewed or extended *FPA*.

§2. The *CA* shall be renewable and/or modifiable by mutual agreement of all of the **Consortium Members** that are party to the *CA* at the time of renewal or modification. Any renewal and modifications shall be done in writing and shall not have effect unless signed by the authorised representatives of each such **Consortium Member**.

§3. All the responsibilities related to the management of the grant allocated to the **Consortium** by the European Institute of Innovation and Technology (**EIT**) are formalised through the *FPA* and *SGAs* between **EIT** and the **Coordinating Institution**, to which the **Partners** have also acceded as KIC Partners (as defined in the *FPA*).

§4. The activities to be developed and operated by the **Consortium** are fully described in the present *CA*, in the *FPA* and the *SGAs*. Each **Consortium Member** shall approve its relative contribution to the realisation of the described activities in compliance with **EIT** and **EIT Food**'s programme rules and policies. Any divergence from this *CA* must be approved by a decision of the **Steering Committee** and, where necessary, validated by **EIT** and **EIT Food**.

§5. The present *CA* describes the financial rules as specified in the *SGAs* approved by the **Consortium Members** and summarises the responsibilities of each **Consortium Member** within the **MFS**.

§6. Should a **Partner** want to leave this *CA* before the end of the *FPA*, this **Partner** shall discuss its withdrawal with the other **Consortium Members** and shall follow the rules stipulated in the *FPA* regulating the recession of the *CA* and inherent measures to minimise the effects of a recession from a **Partner**.

§6. The rules in the *FPA* relating to force majeure shall also apply, as follows (Article 57 of the *FPA*):

‘Force majeure’ means any situation or event that:

- prevents either party from fulfilling their obligations under this *CA*;
- was an unforeseeable, exceptional situation and beyond the parties’ control;
- was not due to error or negligence on their part (or on the part of third parties involved in the action); and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material delays in making them available, unless they stem directly from a relevant case of force majeure;
- labour disputes or strikes; or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other parties without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

The party prevented by force majeure from fulfilling its obligations under this *CA* cannot be considered in breach of them.

§8. Should a **Partner** leave the *FPA*, it shall not automatically be released from its obligations under this *CA*. The **Partner** shall discuss its exit with the other **Consortium Members** and shall follow the rules stipulated in the *FPA* for the performance of continuing obligations under *SGAs*.

§9. If a **Partner** is permitted to withdraw from this *CA* in accordance with this Article, it shall nevertheless ensure the

completion of the **MFS** for all those students for which it is the **Home Institution** or a **Host Institution** until the end of their studies on the **MFS**, unless otherwise agreed by all of the remaining **Consortium Members**.

§10. If one or more **Partners** leaves the **Consortium**, the **Steering Committee** shall consider and implement any changes required to adapt the **MFS** programme due to such departure(s). As part of this consideration, the **Steering Committee** shall also consider whether the **MFS** programme remains viable with the reduced number of **Partners** and shall take appropriate action if it is not.

Article 3 – Scope of the Programme and definitions

§1. EIT Food ivzw is the **Coordinating Institution** of the **Consortium** that agreed to organise together with the **Partners** the **MFS**, this latter partly-funded by the EIT.

§2. The **Consortium** is composed of the **Coordinating Institution** and the following **Partners**:

- [1] Universidad Autónoma de Madrid
- [2] Queen’s University of Belfast
- [3] Universität Hohenheim
- [4] University of Reading
- [5] Università degli Studi di Torino
- [6] University of Warsaw

§3. The two-year (120 ECTS) **MFS** is scheduled to deliver its first course starting in September 2019. The **Consortium** shall aim to offer at least five biennial editions (2019-2021; 2020-2022; 2021-2023; 2022-2024; 2023-2025 courses). The **Consortium Members** acknowledge that the fifth cohort (2023-2025) extends beyond the duration of the **FPA** and that the **Consortium** will need to decide, through its **Steering Committee**, whether and how this fifth cohort can be organised depending on the negotiations for the renewal of the **FPA** at that time.

§4. The **MFS** will welcome graduate students from any nationality having the necessary education and knowledge together with a demonstrated quality level of certification to be enrolled at the **MFS**.

Article 4 – Background

Article 4a) Requirements for EIT educational programmes

§1. The **Partners** shall collectively ensure that the **MFS** complies with the criteria of the **EIT** Quality Assurance and Learning Enhancement Model (**EIT-QALE**) to ensure the achievement of **EIT**’s aims for educational activities. The core of the model consists of a set of specific quality criteria addressed by the Overarching Learning Outcomes (**EIT OLOs**). The **EIT OLOs** for Master programmes provides the highest level of learning outcomes for the **MFS**. They are defined as follows:

- ***Making value judgments and sustainability competencies*** (EIT OLO 1)
The ability to identify short and long term future consequences of plans and decisions from an integrated scientific, ethical and intergenerational perspective and to merge this into a solution-focused approach, moving towards a sustainable society.
- ***Entrepreneurship skills and competencies*** (EIT OLO 2)
The ability to translate innovations into feasible business solutions.
- ***Creativity skills and competencies*** (EIT OLO 3)
The ability to think beyond boundaries and systematically explore and generate new ideas.
- ***Innovation skills and competencies*** (EIT OLO 4)
The ability to use knowledge, ideas and technology to create new or significantly improved products, services, processes, policies, new business models or jobs.
- ***Research skills and competencies*** (EIT OLO 5)
The ability to use cutting-edge research methods, processes and techniques towards new venture creation and growth and to apply these also in cross-disciplinary teams and contexts.

- **Intellectual transforming skills and competencies (EIT OLO 6)**
The ability to transform practical experiences into research problems and challenges.
- **Leadership skills and competencies (EIT OLO 7)**
The ability of decision-making and leadership, based on a holistic understanding of the contributions of Higher Education, research and business to value creation, in limited sized teams and contexts.

§2. EIT has developed the **EIT Label** for programmes at Master and PhD level as a quality mark for programmes that meet these **EIT OLOs**. The award of the **EIT Label** is based on assessing their “**KIC added value**”, that is, if the programmes foster a true integration of the knowledge triangle dimensions of research, education and business. The assessment of other aspects (e.g. the official accreditation of degrees to obtain official recognition in a national or international context) is subject to national or international quality assurance systems. Consequently, **EIT Label** evaluation is complementary to official accreditation processes under the quality assurance agencies of the European quality assurance system for higher education, which is part of the Bologna process. The **Consortium** shall ensure that they submit an application for the **MFS** to be accredited with the **EIT Label** in 2020, with retroactive effect to apply to students on the 2019-2020 cohort as well as subsequent cohorts.

§3. The **Partners** shall collectively ensure that the **MFS** complies with following specific requirements for the **EIT Label**:

- The delivery of the learning involves at least two Universities and there is active input from business in the design and delivery of the programme.
- All the Bologna requirements (learning outcomes, student-centred teaching and learning, ECTS, Diploma Supplement, European Qualifications Framework, and European Standards and Guidelines for Quality Assurance) are satisfied, as attested by the relevant competent bodies at international and national levels (QA agencies, recognition bodies, etc.) as well as any other national requirements.
- The **MFS** shall be 120 ECTS, including 30 ECTS in **KIC Added Value** content, 45 ECTS in geographic mobility, and at a minimum 15 ECTS in inter-organisational mobility.
- A number of **EIT Label** educational characteristics are satisfied, as:
 - robust entrepreneurship education,
 - highly integrated, innovative “learning-by-doing” curriculum,
 - international and inter-organisational mobility - the European dimension and openness to the world,
 - outreach strategy and access policy.

Article 4b) Master in Food Systems: a summary

§1. EIT Food's flagship **MFS** programme aims to prepare students to drive a future transformation of the food system and increase the competitiveness of their future employing companies. It is positioned as an elite programme for students of any nationality, who have previously obtained degrees and have relevant knowledge to undertake the **MFS**. With personalised study plans it allows for a unique integration of different aspects of the food system making these students a new breed of food entrepreneurs. The programme allows the creation of a personal journey for each student through the selection of a subset of topics from the combined offering of the **Partners**, in accordance with the system of study paths established in this Article. The combined set of topics shall cover all aspects of the Food System:

- Water, energy and soils,
- Primary production,
- Conversion technologies,
- Food processing,
- Logistics and supply chains,
- Information technologies,
- Consumer sciences,
- Health and nutrition,
- Economics and management,
- IP and regulations.

Taken together any single cohort of students graduating from the **MFS** programme shall collectively possess an integrated knowledge of the food system with individuals retaining depth of skills and knowledge in subsections of the system. Furthermore, each cohort shall have entrepreneurship and problem solving skills matching the

employability criteria of businesses spanning from start-ups to large multinationals.

§2. The **MFS** is an integrated Master programme designed by the above mentioned **Partners** with a wide-range of leadership in Agricultural Sciences, Biological/Life Sciences, Food Science, Chemistry, Food Safety, Nutrition, and/or Economics and Management.

Structure of the MFS

§3. The duration of the **MFS** programme is two academic years. At the beginning of the 1st year students registered onto the **MFS** programme shall follow a mandatory Small Private Online Course (**SPOC**), jointly organised by the **Partners**. Students will spend:

- the first semester at the ‘entry-point’ **Partner**, defined as their **Home Institution**;
- the second semester at a second **Partner**, defined as their **1st Host Institution**;
- the third semester at a third **Partner**, defined as their **2nd Host Institution**; and
- the fourth semester back at their **Home Institution**.

§3. The **MFS** shall require students to achieve 120 ECTS. ECTS shall be achieved through a combination of (a) modules taught by the **Home Institution** and **Host Institutions**; (b) a Master thesis supervised by the **Home Institution**; and (c) **KIC Added Value** modules. The **KIC Added Value** modules shall be jointly organised by the **Partners** and all the **Partners** shall contribute to them, to provide learning opportunities for the acquisition of skills and competences relating to entrepreneurship and innovation. The allocation of ECTS is as set out below. Assessments shall be subject to the rules and regulations of the **Partner** delivering the assessment.

Taught Modules

- 22.5 ECTS from modules taught by the **Home Institution** in the first semester.
- 22.5 ECTS from modules taught by the **1st Host Institution** in the second semester.
- 22.5 ECTS from modules taught by the **2nd Host Institution** in the third semester.

Master thesis

- 30 ECTS from a Master thesis supervised by the **Home Institution** in the fourth semester, which shall include 7.5 ECTS of **KIC Added Value** content.

KIC Added Value modules

- 7.5 ECTS from a Small Private Online Course (**SPOC**) at the beginning of Semester 1, titled ‘An Introduction to Food Systems: Scientific, Technical and Socioeconomic Principles to Facilitate the Creation of Food Value Networks’. The **SPOC** shall also serve as a means for students to receive detailed instruction on the structure of the **MFS**, as well as of the rights and obligations of an enrolled student, including applicable intellectual property rules and provisions for student welfare and conduct.
- 7.5 ECTS from a Summer School.
- 7.5 ECTS from an Emerging Technologies Business Case Study.

Inter-organisational mobility

- Of the 120 ECTS for the **MFS** as described above, the **Partners** shall ensure that at least 15 ECTS shall additionally qualify as meeting the **EIT Label** criteria for inter-organisational mobility.

Award of degree and recognition of ECTS

§4. The completion of the curriculum shall be rewarded by a Master Degree detailing both the interdisciplinary and specialised curriculum (**Degree**). The Degree shall be awarded by the student’s **Home Institution**, which shall recognise the ECTS obtained by the student from other **Partners** and shall, at the appropriate time under the **Home Institution’s** rules and policies, publish the student’s results. A **Diploma Supplement** describing the student curriculum within **MFS** shall be delivered. Once the **EIT Label** has been awarded to the **MFS**, a second Diploma Supplement shall be delivered. The Degree shall not be awarded by the student’s **Home Institution** unless and until the student has

discharged all financial responsibilities to the **Consortium Members**, including the payment of all **Participation Fees**.

Student numbers

§5. A minimum of 12 and a maximum of 15 students per **Partner** will be welcomed in the **MFS** for the first cohort. For subsequent cohorts, the maximum number may be increased by a decision of the **Steering Committee**, which shall take account of the demand of all **Partners**. For the first cohort, student numbers shall be distributed equitably between **Partners**, and shall also rotate in an equitable manner. Any change to these distribution arrangements shall be made by a decision of the **Steering Committee**. Any changes to the number of students or to their distribution among **Partners** shall be decided by the **Steering Committee** at the latest by 31 March of the year before the cohort is due to start the **MFS**.

Participation Fees

§6. Participation fees for 'home' and 'international' students shall be set for each cohort by a decision of the **Steering Committee**, partly or entirely covering the traditional tuition fees set by universities in accordance with their standard regulations, and partly or entirely covering the cost for **KIC Added Value** modules. For each cohort, the **Steering Committee** shall decide on the level of the participation fee at the latest by 31 March of the year before the cohort is due to start the **MFS**, unless the **Steering Committee** unanimously agrees to decide the level of the participation fee at a later date.

Study paths

§7. Prior to offering enrolment for each cohort, the **Steering Committee** shall decide on a system of **study paths**. Each **study path** shall specify a **Home Institution**, **1st Host Institution** and **2nd Host Institution**, as well as the dates for each semester of the study path. The system shall be configured in such a way that it specifies for each **Partner** a number of paths in which the **Partner** is (a) the **Home Institution**, (b) the **1st Host Institution**, and (c) the **2nd Host Institution**. For the first cohort, the **Steering Committee** shall ensure that there is equitable movement of students for each **Partner**.

§8. For subsequent cohorts, the system of study paths may be changed by a decision of the **Steering Committee** taken at the latest by 31 March of the year before the cohort is due to start the **MFS**, unless the **Steering Committee** unanimously agrees to change the system of study paths at a later date, provided that:

- each **Partner** will retain autonomy to decide how many paths they can provide and to offer these to the **Consortium**; and
- the **Steering Committee** cannot impose paths on the **Partners** and equally a **Partner** cannot block the introduction or reduction of paths for other **Partners**.

§9. At the time of enrolment into the programme, each student shall be allocated to a specific **study path** in alignment with the system of study paths as agreed on by the **Steering Committee** for the respective cohort. The number of students to be enrolled in any given path shall not exceed the total number of students per **Partner** (as specified in §5), divided by the number of paths in which a **Partner** is a **Home Institution**, as specified for the system of study paths agreed on for the respective cohort. If a **Partner** wishes to enrol students beyond that threshold in a study path for a given cohort, the **Partner** shall be required to obtain the prior consent of all **Partners** affected as well as the prior consent of the **Coordinating Institution**.

§10. Should a student request or require changes to their study path at any given time, or otherwise request significant changes to their participation in the **MFS**, such requests will be managed by the student's **Home Institution**. The **Home Institution** shall not agree to such requests without obtaining the prior consent of any other **Partners** affected by that change as well as the prior consent of the **Coordinating Institution**, such consent not to be unreasonably withheld, conditioned or delayed).

§11. Each **Host Institution** shall provide the **Home Institution** and/or student (as appropriate) with an official transcript of studies undertaken by the student promptly after the completion of the student's period of study with the **Host Institution**.

§12. The **Steering Committee** will work together in good faith to coordinate and document operational details

relating to the student journey (including for example academic engagement, extenuating circumstances, appeals, complaints, academic misconduct and resit arrangements). Each **Home Institution** and **Host Institution** will make available relevant details to the students studying with them.

Article 4c) Admission to the Master in Food Systems

§1. The application to the **MFS** programme shall be open to students of any nationality having acquired a BSc (180 ECTS or equivalent) in Agricultural Sciences, Biological/Life Sciences, Food Science, Chemistry, Food Safety, Nutrition, and/or Economics and Management or any other BSc diploma (180 ECTS or equivalent) proving the knowledge in the fields listed.

§2. The admissions process shall be fair and transparent, and be implemented by all **Partners** according to criteria decided by the **Steering Committee**. The process shall be reviewed by a **Joint Admissions Board** appointed by the **Steering Committee**. The **Steering Committee** shall also make arrangements for the operation of the application portal in compliance with applicable privacy and data protection laws.

§3. All **Partners** agree in adopting a joint selection and admission process to pursue the **EIT Label** for the **MFS**. Students shall be selected based on academic excellence and fit with the programme. Excellence shall be defined by each admitting Partner in accordance with the rules and regulations applying to them.

Article 5 – Responsibilities

Article 5a) Coordination

§1. The **Coordinating Institution** convenes the **Consortium**, and coordinates the following activities:

- General coordination and initiation of **MFS** programme activities in collaboration with the **Partners**.
- Convene and Co-Chair the **Steering Committee** and, together with the other Co-Chair, coordinate the decision taking procedure.
- Supervise the tools shared between the **Partners** (website, marketing and application portal).
- Execute the payment of grants to students enrolled in the **MFS** programme.
- Coordinate the application for the **EIT Label**.
- Execute the payment of invoices resulting from **MFS** programme general activities when the costs are foreseen under the **Coordinating Institution** criteria and the incurred costs are reasonable and fitting with the current budgeting of the **Consortium** financial support under the applicable *Business Plan*.
- Monitoring (administrative and financial) the **Consortium** for each cohort of the **MFS** programme.
- Collect stakeholder experiences and opinions about the **MFS** programme from a) **Partners**, b) students, c) alumni, d) industry/business, including convening the Industrial Advisory Council

§2. The **Coordinating Institution** will provide **EIT** with all the required reports on the project evolution and its financial management, which in turn are provided by the **Partners** and according to the *FPA*.

§3. The **Coordinating Institution** shall appoint an individual to act as **EIT Food Coordinator** as well as an individual to act as his/her alternate in case of absence. He/She shall be the **Member** of the **Steering Committee** representing the **Coordinating Institution**, and also a Co-Chair of the **Steering Committee**. The **Coordinating Institution** may change the appointment of the **EIT Food Coordinator** and/or his/her alternate and shall give notice of any changes to the other **Consortium Members**. The initial **EIT Food Coordinator** is noted in Annex 1.

§4. The **MFS Academic Manager** is an individual appointed by the **Steering Committee** to guide and support the operational implementation of the **MFS** by the **Consortium**. The **MFS Academic Manager** shall take the lead on organising the collaboration between **Partners** in compliance with the *FPA*, the *SGAs*, the *Business Plans* and this *CA* and acts as an advisory member of the **Steering Committee**. The initial **MFS Academic Manager** is noted in Annex 1.

Article 5b) Partners

§1. The **Partners** shall perform and complete their share of the **MFS** programme activities in accordance with the requirements set out in the *FPA*, the *SGAs* and this *CA*. It shall be the responsibility of each **Partner** to ensure the quality and standards of the Degrees that it awards as **Home Institution**, as well as its contribution to teaching modules and jointly organised **KIC Added Value** modules. Each **Partner** shall carry out the work in such a way that no act or omission in relation to the **MFS** shall constitute, cause, or contribute to any breach or non-compliance by the **Coordinating Institution** or by other **Partners** of any of their respective obligations under the *FPA*, the *SGAs* and/or this *CA*.

§2. The **Partners** shall provide the **Coordinating Institution** with the information necessary to prepare the reports required by **EIT** pursuant to the *FPA* and the *SGA*. The **Partners** shall be aware that the payment of the funds allocated to each **Partner** is subject to the timely submission of the financial reports by the **Partners** to the **Coordinating Institution**, then by the **Coordinating Institution** to **EIT**.

§3. Each **Partner** shall organise and realise the **MFS** programme activities in its own institution, and specifically:

- The promotion and realisation of the **MFS** academic programme, including the provision of **KIC Added Value** modules.
- The registration for **MFS** students for whom the university is their **Home** and/or **Host Institution**.
- The management and use of the funds distributed by the **Coordinating Institution** for the fulfilment of the **MFS** programme: each **Partner** shall guarantee the use of the funding in accordance with the **Business Plan**.
- The provision of reports to the **Coordinating Institution** in accordance with Art. 5a §3 and the *FPA*.
- The management of their **Associated Partners** in accordance with Art. 5c.
- Contributing to the good governance of the **Consortium** through its **Steering Committee**.
- Compliance with laws and regulations for delivering academic programmes applicable to the **Partner**.
- A **Partner** as **Home** or a **Host Institution**, shall prior and during the stay of the **MFS** students, assist those students:
 - with any national immigration policy requirements during their stay (e.g. student visas);
 - where necessary, with their acquisition of travel and/or medical insurance coverage (the cost of the insurance(s) themselves shall be met by the students);
 - in finding housing in halls of residence or alternative accommodation as may be necessary;
 - in making transportation arrangements for **KIC Added Value** modules specifically (e.g., airport/university) (at the cost of those students); and
 - by providing them with such other support, assistance and access to facilities as it does its own registered students.

§4. Each **Partner** nominates a **Partner Coordinator** and may change their Partner Coordinator by giving notice to the other **Consortium Members**. The initial list of **Partner Coordinators** is at Annex 1. He/she shall organise, coordinate and manage the activities necessary for the implementation of the **MFS** programme. He/she shall be the link between the **Partner** and the **MFS Coordinator** and shall be a member of the **Steering Committee**.

§5. Each **Partner** shall notify the other **Partners** without undue delay in case of subsequent dismissal or replacement of its **Partner Coordinator**. In such case, the list of **Partner Coordinators** held by the **MFS Coordinator** shall be updated without undue delay.

§6. The **Partners** are further assigned specific tasks that they shall manage and supervise in compliance with the **MFS Consortium** decisions adopted by the **Steering Committee**:

- Design and delivery of the **MFS** programme;
- Ensure that Quality Assurance requirements (assessment forms, reports) are achieved;
- Inform students about their rights and responsibilities.

Article 5c) Associated Partners

§1. Associated KIC Partners are partners who are KIC Partners for EIT Food under the *FPA* and who contribute to the **MFS** programme by offering industrial and/or entrepreneurial exposure through projects, internships, industrial challenges, and other forms of learning opportunities in line with **EIT's** "Added Value" requirement.

§2. Associated Non-KIC Partners are partners who are not aligned to EIT Food as KIC Partners but who contribute to the **MFS** programme by offering industrial and/or entrepreneurial exposure through projects, internships, industrial challenges, and other forms of learning opportunities in line with EIT's "Added Value" requirement. It is expected that **Associated Non-KIC Partners** will be determined and managed by individual **Consortium Members**. Where **Non-associated Industry Partners** are involved in the **MFS** programme, it shall be the responsibility of the individual **Consortium Member** managing them to ensure that their involvement is suitably managed, including through legal agreements as appropriate, and each individual **Consortium Member** shall be accountable to the **MFS Consortium** through the **Steering Committee** for the performance and conduct of their **Non-associated Industry Partner**.

§3. Consortium Members shall ensure that all the offerings are properly organised and realised by the **Associated KIC Partners** and **Associated Non-KIC Partners** according to the objective of the **MFS**. Specifically, the **Associated Partners** and **Associated Non-KIC Partners** will offer activities where students can achieve:

- **Learning by doing.** This can be real-life case studies by industrial partners or entrepreneurial ventures; and/or
- **Non-academic mobility.** Students must complete a period of inter-organizational mobility (for example industrial internship).

Article 5d) Students

§1. Students shall be required to comply with:

- the rules and regulations of their **Home Institution** at all times;
- the rules and regulations of their **Host Institutions** during their engagement with each **Host Institution**; and
- their financial obligations to the **Consortium**.

§2. Home Institutions shall perform the lead role in managing the relationship with their students throughout their involvement with the **MFS** programme, with **Host Institutions** also holding a relationship with their visiting students, as set out in Article 4b of this CA. If a student's engagement with a **Host Institution** is terminated by that **Host Institution** due to the student's failure to comply with its rules and regulations, the **Host Institution** shall notify the **Home Institution** as soon as possible, and the expectation of the **Consortium** shall be that the **Home Institution** shall, in accordance with its own rules and regulations, terminate the student's participation in the **MFS** programme. The **Host Institution** shall also notify the **Home Institution** as soon as reasonably possible if a student it is hosting wishes to change its study path on the **MFS** programme or withdraw from the **MFS** programme.

§3. The Consortium Members shall work collectively to ensure that the **Consortium** receives full payment in respect of each student, whether from **EIT** funds or from the student themselves (self-funding). In order to protect the financial interests of the **Consortium Members** as a whole, if payments are outstanding in respect of a student, the student will not be permitted to proceed to the next semester of the **MFS** programme, unless this is permitted specifically by a decision of the **Steering Committee** due to extenuating circumstances. In the case of persistent outstanding payments, the **Steering Committee** may decide to ask the **Home Institution** and any relevant **Host Institutions** to terminate the student's participation in the **MFS** programme. Such termination will remain at the discretion of the **Home Institution** and any relevant **Host Institutions**; however, if such institutions continue the student's enrolment after such a decision by the **Steering Committee**, then the **Consortium** shall have no further responsibility for the student nor any responsibility to such institutions to pay fees or other costs in relation to that student.

§4. The Coordinating Institution shall distribute grants to students in accordance with Article 7 and for this purpose the **Consortium Members** agree that the **Coordinating Institution** shall contract with students in respect of their funding on behalf of the **Consortium**.

§5. Each Partner, when acting as a **Host Institution**, will waive all charges for application and examination fees, matriculation fees and tuition towards the hosted students.

§6. Annex 2 sets out key responsibilities of students while on the **MFS** programme.

§7. As stated in Art. 4b §11, a student shall not be awarded his/her **MFS** degree by his/her **Home Institution** unless and until the student has discharged all financial responsibilities to the **Consortium**.

Article 6 – Governance

§1. There shall be a **Steering Committee** of the **MFS Consortium**, which shall be its decision-making body.

§2. The **Steering Committee** shall consist of one representative of each party, namely the **EIT Food Coordinator** and each of the **Partner Coordinators** (hereinafter referred to as **Members**).

§3. The **Steering Committee** shall have two **Co-Chairs**, as follows:

- One **Co-Chair** shall be the **EIT Food Coordinator** or an alternate nominated by the **Coordinating Institution** from time to time. At the date of this *CA*, this is Dr Maarten van der Kamp (EIT Food) and he shall hold this **Co-Chair** role unless and until replaced in the role by the **Coordinating Institution**.
- The other **Co-Chair** shall be selected by a majority decision of the **Partner Coordinators**. The initial **Co-Chair** in this role is Prof. Dr. Luca Coccolin (UNITO) and he shall remain in this role until 31 August 2021. For each two-year period starting 1 September 2021, the **Partner Coordinators** shall select a **Co-Chair** which may be the existing or previous post-holder.

§4. 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 in this *CA*. The **Steering Committee** shall adopt decisions regarding:

- The management of the **MFS** programme, including its marketing and promotion by **Partners**,
- The appointment of an **Admissions Board** for admissions to the **MFS** programme,
- The addition and/or modifications of modules, mobility pathways and items to the programme,
- The modification or addition of new criteria for **MFS** student selection,
- The modification of student numbers or their distribution among **Partners**,
- Proposal for new **Partners** and/or **Associated Partners** entering the **Consortium**,
- Proposal for changes to the *CA*,
- Application for the **EIT Label**,
- Financial plan and cash flow, including setting and amending participation fees, and introducing a system for students to pay a deposit to secure their places, within the limits of the *Business Plans*,
- Proposal to change financial model for the **MFS** programme, within the limits of the *Business Plans*,
- Ensuring adequate annual evaluation and monitoring of the **MFS** programme.

§5. Meetings of the **Steering Committee** shall be held at least quarterly and be convened and chaired by the **Co-Chairs**. The **Co-Chairs** shall send either themselves or through a person nominated by them, convocations (including agenda) to meetings of the **Steering Committee** to the **Members** in advance of the meeting.

§6. Decisions shall be taken during meetings, telephone conferences, video-conferences, or by means of email, or mail consultation. Any **MFS** Summer-school and/or **MFS** Status meeting are favoured appointments for decision-taking.

§7. For meetings in person, by telephone conference or by video conference, each **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.

§8. Where decisions are taken via email or mail, the **Consortium Members** shall be consulted and vote for decision taking via their **Members**. The **Co-Chairs** (or their nominee) shall send the question(s) to each other **Member**. All **Members** shall acknowledge receipt of the question(s) submitted to them within seven calendar days after

submission, and submit their vote to the **Co-Chairs** within twenty-eight calendar days after submission. Should a **Member** fail to acknowledge receipt or fail to be reached within seven calendar days after submission, the **Co-Chairs** (or their nominee) shall immediately make every effort to contact a substitute of the **Member** to vote within twenty-eight calendar days on behalf of their **Consortium Member**. If unable to take a decision by himself/herself, the substitute shall request a delay in accordance with §10 of this Article. Should the **Co-Chairs** be unable to contact the **Member** or a substitute, the decision shall be postponed for seven calendar days. If the same **Member** fails again to be reached, the decision shall be voted on provided that at least three-fifths (3/5) of **Consortium Members** are represented by the votes cast. The **Consortium Members** and their **Members** shall commit themselves not to block a decision by purposely not acknowledging receipt. Questions shall not be submitted to vote during legal holidays in each country in which the **Consortium Members** are established. Decisions regarding the activities of one **Consortium Member** in particular shall not be voted in its absence.

§9. Each **Member** shall have one vote on each decision by the **Steering Committee**. Decisions shall be taken by a majority of votes, with at least three-fifths (3/5) of the votes represented, except for those decisions listed in **Annex 6** which shall require a unanimous vote of all **Members** affected by the decision. In case of equal votes, the **Coordinating Institution**, shall have a casting vote.

§10. A **Member** or their substitute may request to delay a vote by one calendar month to consult within its institution or to produce documents that may affect the decision. Such requests will be accepted unless the matter requires an urgent decision by the **Steering Committee** in order to respond to an urgent issue affecting the interests of **MFS Programme** as a whole.

§11. Since a decision engages the **Partners** and the **Coordinating Institution**, the voting **Members** shall take every precaution to ensure his/her decision is in agreement with his/her collaborators, institution practices, and legal obligations. Each **Member** shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in §4 on behalf of their institution.

§12. A **Member** who can demonstrate by legal documents that a decision goes against its institution's administrative procedures or against the *FPA*, *SGA* and/or *Business Plan* shall exercise a veto with respect to the corresponding decision or relevant part of the decision. In case of exercise of veto, the **Steering Committee** shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all.

§13. On request from a **Member**, formal notice, consent or approval shall be given to confirm a decision taking. Such notices shall be signed by each **Member** and shall either be served personally or sent by mail with recorded delivery with receipt acknowledgement.

§14. Decisions on entry of a new **Partner** shall require a decision of the **Steering Committee**. Complementarity and excellence are to be used by the **Steering Committee** as decision criteria for new **Partners** to enter.

§15. The **Co-Chairs** shall produce, or cause to be produced, written minutes of each meeting which shall be the formal record of all decisions taken by the **Steering Committee**. The minutes shall be approved by the **Steering Committee** as follows:

- The **Chair** shall send draft minutes to all **Members** within 10 calendar days of each meeting.
- The minutes shall be considered as accepted if, within 15 calendar days from sending, no **Member** has objected in writing to the **Chair** with respect to the accuracy of the draft of the minutes.
- The **Chair** shall send the accepted minutes to all the **Members** of the **Steering Committee**. The minutes shall be safeguarded by the **Coordinating Institution**. If requested the **Coordinating Institution** shall provide authenticated duplicates to **Partners**.

§16. The **Consortium Members** agree to abide by all decisions of the **Steering Committee**. This does not prevent any **Partner** or the **Coordinating Institution** from submitting a dispute for resolution in accordance with Article 9 of this CA.

Article 7 - Funding distribution and use

§1. Upon approval of the annual *Business Plan*, **EIT Food** will partially fund the **MFS Consortium** during the five intakes of the **MFS** programme (up to academic year 2024/2025) currently envisaged. The funds are paid to the **Coordinating Institution**, and can be summarised as follows:

- Development of the **MFS** programme;
- Management of the **MFS** programme;
- Student grants

§2. Annex 3 provides a summary of these financial flows for the **MFS** programme.

§3. In addition, private industrial funding is accepted in exchange for promotion at **MFS** main events. Constrained students scholarships by private sponsors for a given project of interest of private industries are welcome, provided it fulfils the conditions of **EIT OLOs**.

Article 8 - Liability

§1. Each **Consortium Member** shall be solely liable toward the other **Consortium Members** and toward **Third Parties** for loss, destruction, damage or injury resulting from its own actions or omissions in the execution of this *CA*. Notwithstanding the foregoing, a **Consortium Member's** aggregate liability shall be limited to EUR 250,000, provided such damage was not caused by a wilful act or gross negligence and subject to any other liability that cannot be limited by applicable law.

§2. Each **Partner** shall be solely liable toward the **Coordinating Institution** for any breach or non-compliance as described in Article 5b of the present *CA*. If the **Coordinating Institution** has to pay any damages or penalties to the **EIT** for such breach or non-compliance by a **Partner**, the **Coordinating Institution** shall be entitled to full reimbursement from the said **Partner** up to the value of the funding received and due from **EIT** in respect of that **Partner's** participation in this *CA*, not limited by the other provisions of this Article.

§3. Each **Partner** shall be fully responsible for the performance of any part of its share of the *CA* and for the requirements of Insurance and Social Security for its personnel, involved herein, as applicable under the laws applying to the respective **Partner**.

Article 9 - Applicable law and Competent Court

§1. This *CA* shall in all respects be in compliance with the terms of the related *FPA* and *SGAs* and be governed by Belgian law. The settlement of any difference or conflict arising from or in connection with this *CA* shall be attempted by an amicable effort from the **Consortium Members**. Only the Courts of Leuven are competent to decide on the disputes which remain unresolved.

Article 10 – Other Matters

§1. **Data Protection:** The **Consortium Members** shall comply with the provisions of Annex 4 on data protection and privacy.

§2. **Intellectual Property:** The **Consortium Members** shall comply in particular with the provisions of the *FPA* on intellectual property and with the **EIT Food IP Policy** in force from time to time. A copy of the current **EIT Food IP Policy** is at Annex 5.

§3. **Brexit:** If there is any impact on the performance of this *CA* due to the UK exiting the European Union, the **Consortium Members** shall negotiate in good faith to update the *CA* as required to give effect, so far as is reasonable, to the **MFS Programme** as set out in this *CA* despite that exit.

§4. **Insurance:** The **Consortium Members** shall obtain and maintain throughout the duration of this *CA* adequate

insurances required by law and necessary to fulfil their obligations under this CA including but not limited to public liability insurance.

Article 11 – Miscellaneous

§1. Inconsistencies and severability: In case the terms of this CA on the one hand are in conflict with the terms of the FPA and/or SGA on the other hand, the terms of the latter shall prevail. In case of conflicts between the annexes and the core text of this CA, the latter shall prevail.

Should any provision of this CA become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this CA. In such a case, the **Consortium Members** concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

§2. No representation, partnership or agency: No **Consortium Member** shall be entitled to act or to make legally binding declarations on behalf of any other **Consortium Member**. Nothing in this CA shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the **Consortium Members**.

§3. Notices and other communication: Any notice to be given under this CA shall be in writing to the addresses and recipients as listed in Annex 1. If it is required in this CA that a formal notice, consent or approval shall be given, such notice shall be signed by the **Partner Coordinator** or their alternate as an authorised representative of the **Consortium Member** and shall either be served personally or sent by mail with recorded delivery.

§4. Assignment and amendments: No rights or obligations of the **Consortium Members** arising from this CA may be assigned or transferred, in whole or in part, to any third party without all the other **Consortium Members'** prior written approval. Amendments and modifications to the text of this CA require a separate written agreement to be signed on behalf of all **Consortium Members** by their authorised representatives.

§5. Mandatory national law: Nothing in this CA shall be deemed to require a **Consortium Member** to breach any mandatory statutory law under which the **Consortium Member** is operating.

§6. Language: This CA is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

§7. Applicable law: This CA shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

§8. Settlement of disputes:

§8.1 The **Consortium Members** shall endeavour to settle their disputes amicably. If, however, no settlement of any dispute under this CA has been possible to achieve, after the **Consortium Members'** reasonable endeavours to settle such dispute(s) amicably, the provisions of Section §8.2 of this CA shall be applicable to any such dispute's settlement. The **Consortium Members** concerned may instead elect unanimously to seek to resolve by mediation any dispute or difference arising in connection with this CA and which cannot be settled amicably by them.

§8.2 All disputes arising out of or in connection with this CA, which cannot be solved amicably, shall be brought before the courts of Brussels.

The legal representatives

For **EIT Food ivzw**:

Date, Stamp and Signature of legal representative:

NAME OF SIGNATORY

For the **Universidad Autónoma de Madrid**:

Date, Stamp and Signature of legal representative:

NAME OF SIGNATORY

For **Queen's University Belfast**:

Date, Stamp and Signature of legal representative:

NAME OF SIGNATORY

For the **Universität Hohenheim**:

Date, Stamp and Signature of legal representative:

NAME OF SIGNATORY

For the **University of Reading**:

Date, Stamp and Signature of legal representative:

NAME OF SIGNATORY

For the **Università degli Studi di Torino**:
Date, Stamp and Signature of legal representative:

NAME OF SIGNATORY

For the **University of Warsaw**:
Date, Stamp and Signature of legal representative:

NAME OF SIGNATORY

ANNEX 1

Roles and contacts

EIT Food Coordinator

EIT Food Coordinator	Dr Maarten van der Kamp, Director of Education, EIT Food	[Please insert contact details]
	Alternate: [TBC]	[Please insert contact details]

MFS Academic Manager

MFS Academic Manager	Andreas Glombitza-Cevey	[Please insert contact details]
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Partner Coordinators

Universidad Autónoma de Madrid	Tiziana Fornari	[Please insert contact details]
	Alternate: [TBC]	[Please insert contact details]
The Queen's University of Belfast	Katrina Campbell	[Please insert contact details]
	Alternate: [TBC]	[Please insert contact details]
Universität Hohenheim	Prof. Dr. Jochen Weiss	[Please insert contact details]
	Alternate: [TBC]	[Please insert contact details]
University of Reading	Prof. Dr. Richard Frazier	[Please insert contact details]
	Alternate: [TBC]	[Please insert contact details]
Università degli Studi di Torino	Prof. Dr. Luca Coccolin	[Please insert contact details]
	Alternate: [TBC]	[Please insert contact details]
University of Warsaw	Dr. Agnieszka Wiśniewska	[Please insert contact details]
	Alternate: [TBC]	[Please insert contact details]

ANNEX 2

Student key responsibilities

1. Students shall abide by all applicable laws, rules and regulations of their **Home** and **Host Institutions** and the countries in which they are based.
2. Students must obtain any appropriate student visa and entry documentation as required by their **Home** and **Host Institutions'** countries.
3. Students are required to purchase appropriate health insurance as required by their **Home** and **Host Institutions'** countries.
4. Students shall be responsible for arranging and paying for the following (non-exhaustive) items during the MFS programme:
 - 4.1. accommodation, meals and living expenses;
 - 4.2. visa and travel documentation;
 - 4.3. travel;
 - 4.4. text books, stationary etc;
 - 4.5. adequate travel and medical insurance;
 - 4.6. any costs associated with language proficiency testing;
 - 4.7. all other debts and incidental expenses.
5. Students are required to meet all financial obligations to the **MFS** programme.

Student Funding Flow

The overarching principle is that students admitted to the **MFS** programme will pay **EIT Food** as **Coordinating Institution** a participation fee representing that student's share of the costs of the **MFS** programme. The participation fee may be funded by the student themselves or from **EIT** funding through **EIT Food**. The participation fee for each cohort is set by the **Steering Committee**.

EIT Food will then disburse funds to each **Partner** for each student in respect of the following items:

- The regular tuition fees for student as agreed with each **Partner**;
- Supporting funds for the **KIC Added Value modules** as per the specific contribution of that **Partner** to those modules; and
- Depending on decisions by the **Steering Committee** further support for student pastoral care.

Sources of funding for the **MFS** programme:

Partially **EIT** funding

Partially self-paying students

Costs to be reimbursed by **Consortium** for **MFS** programme:

Partners: tuition fees for students + actual costs

EIT Food as **Coordinating Institution:** actual costs

Cash flow towards **EIT Food**:

EIT grant: partially pre-financed by **EIT**, and final settlement after reporting (under *FPA* and related agreements)

Students: payments due at the start of each semester:

Year 1 – semester 1: payment within one month of acceptance and no later than the end of October

Year 1 – semester 2: payment in December

Year 2 – semester 3: payment in June

Year 2 – semester 4: payment in December

In future, the Steering Committee may decide to introduce a system requiring students to pay a deposit in order to secure their place on the **MFS** Programme.

Fee waivers and scholarships

For all students starting in 2019, a full participation fee waiver will be given, funded from **EIT** funds via the **Coordinating Institution**.

For subsequent cohorts the number of scholarships will be reduced meaning that self-funded students will be attracted. Scholarships will be awarded on the basis of merit and financial hardship as primary drivers.

Cash flow towards **Consortium Members**:

Until the **EIT Label** has been awarded, all payments to **Consortium Members** are governed by the *FPA* and other related agreements, that is, on the basis of actual cost reporting. The **Coordinating Institution** (**EIT Food**) will make payments to each **Partner** following receipt of funds from **EIT** and, where relevant, the self-funded students.

Payment will be made as follows:

One pre-financing at start of academic year

One pre-financing at start of second semester
Final payment/settlement: based on annual reporting

Currency conversion shall be dealt with in accordance with EIT Food's standard procedures.

So for each cohort the payment schedule is as follows, where 'N' is the year in which the cohort starts:

Cohort N

- pre-financing 1: payment in October of Year N
- pre-financing 2: payment in February of Year N+1
- settlement 1: payment in July of Year N+1, for cost incurred in Year N
- pre-financing 3: payment in October of Year N+1
- pre-financing 4: payment in February of Year N+2
- settlement 2: payment in July of Year N+2, for cost incurred in Year N+1
- settlement 3: payment in July Year N+3, for cost incurred in Year N+2

For example, for cohort 1 starting in 2019:

- pre-financing 1: payment in October 2019
- pre-financing 2: payment in February 2020
- settlement 1: payment in July 2020, for cost incurred 2019
- pre-financing 3: payment in October 2020
- pre-financing 4: payment in February 2021
- settlement 2: payment in July 2021, for cost incurred 2020
- settlement 3: payment in July 2022, for cost incurred 2021

The payment flows are also illustrated in Diagram 1.

Reporting and basis for costs funding

MFS is a continuous **KIC Added Value** activity, yearly submitted to **EIT** and part of the annual reporting, where both sources of funding and costs are reported.

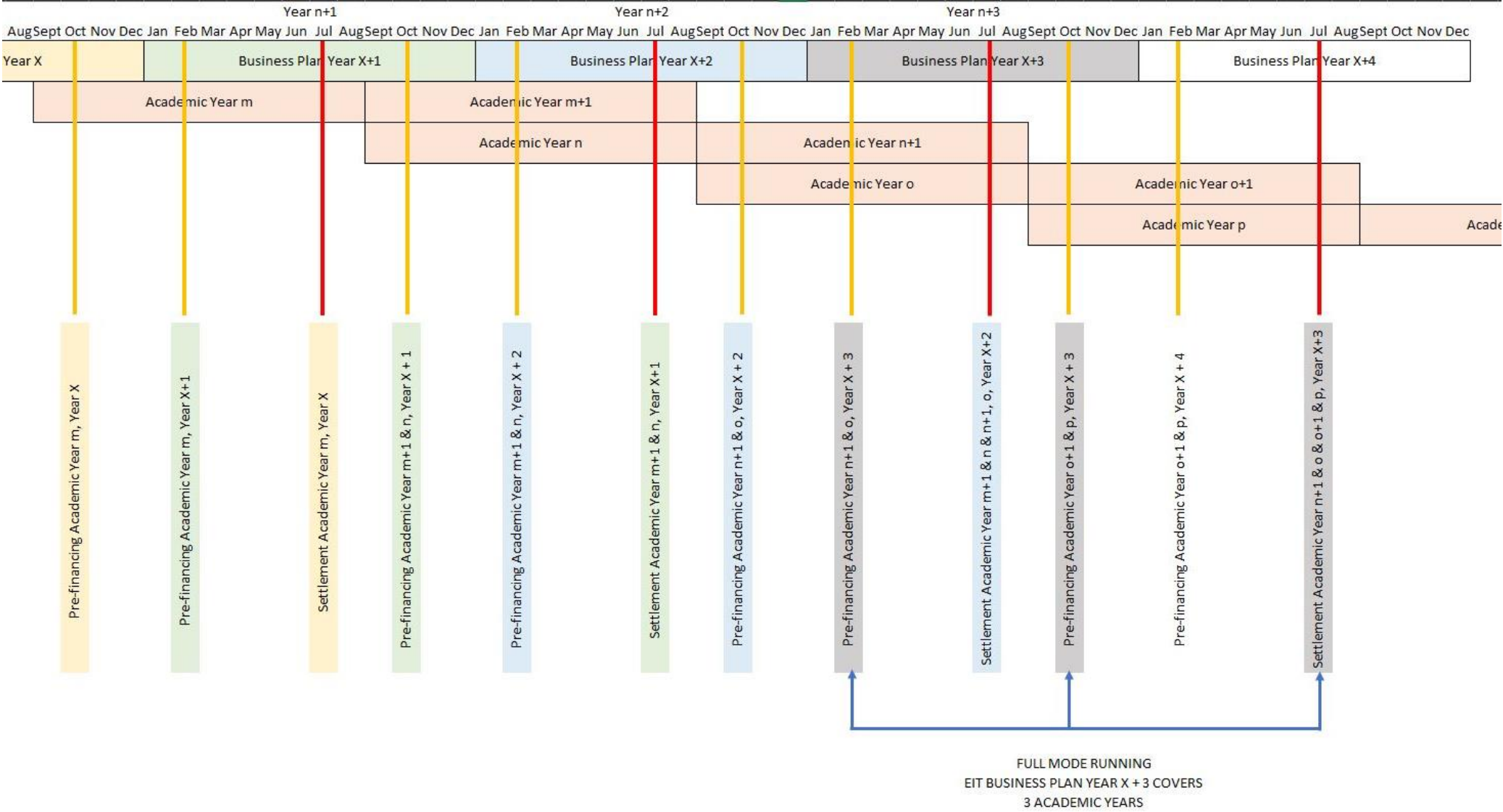
Before EIT Label

- **Partner** and **EIT Food** report actual costs
- Settlement based on actual annual reporting to **EIT**

After EIT Label

- **EIT Food** reports unit cost per student to **EIT**
- **Partners** report actual costs to **EIT Food**
- Settlement based on actual annual reporting to **EIT Food**

Diagram 1. Financial flows



ANNEX 4

Data protection and privacy: Controller to Controller Transfers

1 DEFINITIONS

In this Annex the following definitions shall apply:

"Agreed Purpose"	The Consortium Members shall perform and complete their share of the MFS Programme in accordance with the requirements set out under Data Protection Laws and the Consortium Agreement.
"Controller", "Processor" "Data Subject" "Data Protection Officer" "Personal Data" "Personal Data Breach" "Process" "Processing" and "Special Category Personal Data"	shall have the meaning given to those terms in the applicable Data Protection Laws;
"Data Protection Laws"	means the European Union's General Data Protection Regulation (2016/679) (the "GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time;;
"Data Processing Particulars"	means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects; as set out in Schedule 1.
"Shared Personal Data"	Means the Personal Data shared between the parties for the Agreed Purposes; and
"Security Requirements"	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR).

2 POSITION OF THE PARTIES

- 2.1 The Consortium Members acknowledge that the Data Protection Law shall ultimately determine their status, however record their intention that when Personal Data is transferred from one party to another party in connection with this CA all Consortium Members are Controllers in respect of such Personal Data (whether on a "joint" or "in common" basis). The Consortium Members shall notify each other

immediately if this position changes and work together in good faith to ensure that this Annex is revised (if required) to comply with Data Protection Laws.

- 2.2 Each Controller shall, in relation to the Processing of the Shared Personal Data, comply with its respective obligations under the Data Protection Laws.
- 2.3 Each Controller acknowledges that any transfer of Personal Data by a disclosing Controller to a receiving Controller in accordance with Article 44 of the GDPR shall not require further safeguards to be put in place (such as the model contract clauses), as the Controllers are relying on the derogation set out in Article 49(1)(b) the GDPR (the Processing is necessary for the conclusion or performance of a contract between the Data Subject and the Controller or the implementation of pre-contractual measures taken at the Data Subject's request). Should this position change, or if either party reasonably believes that such derogation is not available in connection with a particular Processing activity, it shall notify the other relevant Controller's SPoC.

3 FAIR AND LAWFUL PROCESSING

- 3.1 Each Controller shall ensure that it Processes the shared Personal Data fairly and lawfully. The Personal Data must not be irrelevant or excessive with regard to the Agreed Purpose.
- 3.2 Each Controller shall ensure that it has a legal basis to Process the Shared Personal Data including providing information which directly communicates to the Data Subject the manner in which their Personal Data will be used by Customer and any other Controller.
- 3.3 Each Controller shall appoint a single point of contact (**SPoC**) who will work together to reach an agreement with regards to any issues arising from the Agreed Purposes. The points of contact for each of the Consortium Members are provided in Annex 1 to this CA.

4 DATA SUBJECTS' RIGHTS

- 4.1 The Controllers each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Laws.
- 4.2 The SPoC for each Controller shall be responsible for updating the Data Processing Particulars.

5 DATA RETENTION AND DELETION

- 5.1 The receiving Controller shall not retain or Process the Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.
- 5.2 Notwithstanding Paragraph 5.1 of this Annex, each Controller shall continue to retain the Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and/or industry.

6 SECURITY AND TRAINING

- 6.1 The disclosing Controller shall only provide the Shared Personal Data to the receiving party by using secure methods.
- 6.2 Having regard to the state of technological development and the cost of implementing such measures, the Controller have in place appropriate technical and organisational security measures in order to:
 - 6.2.1 prevent unauthorised or unlawful Processing of the shared Personal Data;
 - 6.2.2 prevent the accidental loss or destruction of, or damage to, the shared Personal Data; and
 - 6.2.3 ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage, and the nature of the shared Personal Data to be protected.

- 6.3 It is the responsibility of each Controller to ensure that its staff members are appropriately trained to handle and Process the shared Personal Data in accordance with the relevant technical and organisational security measures, together with any other applicable national laws and guidance.

7 PERSONAL DATA BREACHES AND REPORTING PROCEDURES

- 7.1 Each Controller shall notify the other Controllers as soon as reasonably practicable after becoming aware of a Personal Data Breach (even if such breach has not yet been fully investigated).
- 7.2 Each Controller agrees to provide reasonable assistance as is necessary to the other Controllers to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

8 RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE DATA PROTECTION AUTHORITY

- 8.1 In the event of a dispute or claim brought by a Data Subject or a data protection supervisory authority (**Supervisory Authority**) concerning the Processing of shared Personal Data against any of the Controllers, the Controllers will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 8.2 Each Controller agrees to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a relevant Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). Each Controller also agrees to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 8.3 Each Controller shall abide by a decision of a competent court of the disclosing Controller's country of establishment or of the Supervisory Authority which is final and against which no further appeal is possible.

9 WARRANTIES

- 9.1 Each Controller warrants and undertakes that it will:
- 9.1.1 Process the shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its Personal Data Processing operations;
 - 9.1.2 make available upon request to the Data Subjects who are third party beneficiaries a copy of this Annex, subject to redaction of any sections which contain confidential information;
 - 9.1.3 respond within a reasonable time and as far as reasonably possible to enquiries from relevant Supervisory Authorities in relation to the shared Personal Data;
 - 9.1.4 respond to Subject Access Requests in accordance with the Data Protection Law; and
 - 9.1.5 where applicable, maintain registration with all relevant Supervisory Authorities to Process all shared Personal Data for the agreed purpose.
- 9.2 The disclosing Controller warrants and undertakes that it is entitled to provide the shared Personal Data to the receiving Controller and it will ensure that the shared Personal Data are accurate.
- 9.3 The receiving Controller warrants and undertakes that it will not disclose or transfer shared Personal Data outside the EEA.
- 9.4 Except as expressly stated in this Annex, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

10 DIRECT MARKETING

- 10.1 If the receiving Controller Processes the shared Personal Data for the purposes of direct marketing, each party shall ensure that:

- 10.1.1 effective procedures are in place to allow the Data Subject to "opt-out" from having their shared Personal Data used for such direct marketing purposes; and
- 10.1.2 the appropriate consent (if required) has been obtained from the relevant Data Subjects to allow the shared Personal Data to be used for the purposes of direct marketing in compliance with the Data Protection Law.

11 INDEMNITY

- 11.1 Each Consortium Member ("**Indemnifying Party**") shall at all times indemnify the other Consortium Members, its officers, employees, agents (the "**Indemnified Party**") and keep them indemnified against all losses, damages, costs or expenses and all other liabilities arising from:
 - 11.1.1 Any claims by a third party against the Indemnified Party in connection with any breach by the Indemnifying Party of this Annex; and
 - 11.1.2 Any claims by an MFS Student against the Indemnified Party in respect of any breach by the Indemnifying Party of this Annex.
- 11.2 The Indemnifying Party shall not be liable under the indemnities referred to in Paragraph 11.1 to the extent that a claim or loss is caused or directly and materially contributed to by a default of the Indemnified Party.
- 11.3 The indemnities given in Paragraph **11.1.1** and **11.1.2** will be limited to £1 million.
- 11.4 The Indemnifying Party's liability under this indemnity is conditional on the Indemnified Party discharging the following obligations. If any third party makes a claim or notifies an intention to make a claim against the Indemnified Party which may reasonably be considered to give rise to a liability under the indemnity clause 11.1 (a "**Claim**"), Indemnified Party shall:
 - 11.4.1 As soon as reasonably practicable, give written notice of the Claim to the Indemnifying Party, specifying the nature of the Claim in reasonable detail;
 - 11.4.2 Not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Indemnifying Party;
 - 11.4.3 Give the Indemnifying Party and its professional advisors access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers and to any relevant assets, accounts, so as to enable the Indemnifying Party and its professional advisers to examine them and to take copiers (at the Indemnifying Party's expense) for the purpose of accessing the claim; and
 - 11.4.4 Be deemed to have given the Indemnifying Party sole authority to avoid, dispute, compromise or defend the Claim.
- 11.5 Nothing in this Paragraph 11 shall restrict or limit any Indemnified Party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a Claim under this indemnity.

12 ALLOCATION OF COST

Each Controller shall perform its obligations under this Annex at its own cost.

Schedule 1

Data Processing Particulars

The subject matter and duration of the Processing	<p>The subject matter of the Processing is the Processing of Personal Data in relation to the provision of MFS Programme at the respective Partners acting as Home or Host Institutions, including its admissions procedures. The parties will share the Personal Data in relation to MFS Students and prospective MFS Students, in respect of which each party is the Controller. The Controllers will Process the Personal Data for the duration of this Agreement or as otherwise specified in this Annex.</p>
The nature and purpose of the Processing	<p>The nature of the Processing is the sharing of the student's and prospective student's Personal Data between Data Controllers.</p> <p>Coordinating Institution as Data Controller:</p> <p>The Coordinating Institution will coordinate the MFS Programme including collecting and storing Personal Data of prospective MFS Students through the Consortium's application portal. The Coordinating Institution may be involved in assessing a Student's suitability for participation in the MFS; and the administration of the MFS, and the student's financial contribution to the MFS as well as receiving information about Students academic progress and achievements, the support of the Student's health, safety and welfare requirements, pastoral support, accommodation services, compliance with rules and regulations, immigration and financial information.</p> <p>Partners as Data Controller:</p> <p>The Partners will assess prospective students' suitability for participation in the MFS Programme and generally contribute to the supervision of the MFS Programme through the Steering Committee, which may include monitoring and assessment of Students' academic progress and achievements, together with the support of the Student's health, safety and welfare requirements, pastoral support, accommodation services, compliance with rules and regulations, immigration and financial information.</p> <p>Home Institution as Data Controller:</p> <p>The Home Institution will administer their Student's MFS Programme, and carry out the monitoring, assessment of the Student's academic progress and achievements, together with the support of the Student's health, safety and welfare requirements, pastoral support, accommodation services, compliance with rules and regulations, immigration and financial information and monitoring and delivery of their responsibilities in respect of equalities legislation.</p> <p>Host Institution as Data Controller:</p>

	<p>The Host Institution will administer the MFS Programme for Students they are hosting, and carry out the monitoring, assessment of the Student's academic progress and achievements, together with the support of the Student's health, safety and welfare requirements, pastoral support, accommodation services, compliance with rules and regulations, immigration and financial information and monitoring and delivery of their responsibilities in respect of equalities legislation.</p>
The type of Personal Data being Processed	<p>Name</p> <p>Data of Birth/Age</p> <p>Postal Address(es) (to include postcodes)</p> <p>Contact telephone(s)</p> <p>Email address(es)</p> <p>Unique Identifiers (to include: Student ID numbers, Passport numbers, NHS numbers, Unique applicant ID numbers)</p> <p>Images of individuals, including CCTV, photos</p> <p>Location Data (to include any GPS tracking data)</p> <p>Online identifiers (to include IP address data)</p> <p>Economic/financial data (relating to an identifiable individual)</p> <p>Educational records including but not limited to records held by Home or Host Institution and other education providers</p> <p>Counselling records</p> <p>Pastoral records, including Extenuating Circumstances Forms</p> <p>Disciplinary records</p> <p>Training records</p> <p>Nationality/Domicile</p> <p>Ethnicity</p> <p>Mental Health (status, medical records conditions, to include disability)</p> <p>Physical Health (status, medical records conditions, to include disability)</p> <p>Dietary requirements</p> <p>Sexual Orientation/Sexual life</p> <p>Criminal Convictions and offences (to include alleged offences and convictions)</p>

<p>The categories of Data Subjects</p>	<p>Coordinating Institution Staff (to include contractors, volunteers, interns, placements, visiting staff, anyone working on behalf of or for the Coordinating Institution)</p> <p>Home Institution Staff (to include contractors, volunteers, interns, placements, visiting staff, anyone working on behalf of or for the Home Institution, including students)</p> <p>Host Institution Staff (to include contractors, volunteers, interns, placements, visiting staff, anyone working on behalf of or for the Host Institution, including students)</p> <p>Students (to include past, present, prospective, home and abroad on any course of study)</p>
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EIT Food IP Policy

PREAMBLE

EIT Food is a partnership between industry, science, higher education and government with the aim to transform the European food system and strengthen consumer confidence and health. The vision of EIT Food is to put Europe at the centre of a global revolution in how food is innovated, produced and valued by the society. Intellectual Property (IP) will play a significant role in the implementation of EIT Food's Strategic Innovation Agenda. This IP Policy represents the common understanding of the EIT Food partners on how to deal with the Intellectual Property generated through the activities of EIT Food.

§1. DEFINITIONS

The following definitions are applicable for the purposes of the EIT Food IP Policy. While many of these terms have already been defined in regulations and agreements applicable to KIC EIT Food, they are repeated here in order to facilitate the implementation of this IP Policy. Definitions of additional terms are included to ensure a common understanding between all partners of KIC EIT Food.

- **Access Rights** - shall mean rights to use Results and/or Background under the terms and conditions laid down in accordance with the Regulation 1290/2013;
- **Background** - shall mean any data, know-how, techniques or information whatever its form or nature, tangible or intangible, including any rights such as Intellectual Property rights, which is: (i) held by participants prior to their accession to the KAVA or developed or acquired by participants independently from the work in the KAVA even if in parallel with the performance of the KAVA ; (ii) needed for carrying out the action or for the Exploitation of the Results of the KAVA; and (iii) identified by the participants in accordance with Article 45 of the Regulation 1290/2013;
- **Confidential Information** - shall mean any data, materials, trade secrets or other information of a confidential nature in whatever form or mode of communication (including, without limitation: written, oral, visual, electronic, magnetic, digital form), which one KIC Partner, Sub-grantee or Sub-contractor receives from another KIC Partner, Sub-grantee or Sub-contractor ("Disclosing Party") or discloses to another KIC Partner or other participants of KAVA in connection with the purpose of EIT Food activities, previously not disclosed in any publication and identified by the Disclosing Party as "Confidential Information", "confidential", "secret" or similar (either verbally or in writing) before or at the time of the disclosure. In the case of oral disclosure, the confidential nature of the disclosed matter shall be confirmed and designated by the Disclosing Party in writing within 30 calendar days following the disclosure. Confidential Information includes also all copies, presentation, reproduction, summaries, analyses, extracts or other documents or records holding the Confidential Information;
- **Conflict of Interests** - shall mean a situation where the impartial and objective implementation of the specific actions is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest;
- **Dissemination** - shall mean the public disclosure of the Results by any appropriate means (other than resulting from protecting or exploiting the Results), including by scientific publications in any medium;
- **EIT** - shall mean the European Institute of Innovation and Technology;
- **Exploitation** - shall mean direct or indirect use of the Results in further research activities other than those covered by the KAVA concerned, or in developing, creating or marketing a product or process, or in creating and providing a service, or in standardisation activities;
- **Fair and Reasonable Conditions** - shall mean appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for Access Rights, for example the actual or potential value of the Results or Background to which Access

Rights are requested and/or the scope, duration or other characteristics of the Exploitation envisaged. To fall within Fair and Reasonable Conditions, the conditions must also be non-discriminatory;

- **FPA (Framework Partnership Agreement)** - shall mean the agreement between EIT and the EIT Food ivzw, establishing the long term cooperation and setting out its terms and conditions and the general terms and conditions and rights and obligations applicable to the specific grants that may be awarded by the EIT for specific actions under the framework partnership;
- **IP Committee** - shall mean the advisory body of KIC EIT Food, established in accordance with rules set out in the Statutes and By-laws of KIC EIT Food;
- **KAVA (KIC Added Value Activities)** - shall mean activities carried out by KIC Partners, with the possibility of involving Sub-grantees or Sub-contractors, contributing to the integration of the Knowledge Triangle of higher education, research and innovation, including the establishment, administrative and coordination activities of the KIC EIT Food, and contributing to the overall objectives of the EIT (Statutes, definitions). KAVA is included in the KIC EIT Food Business Plan and fully or partly funded by the EIT;
- **KCA (KIC Complementary Activities)** - shall mean KIC activities that have a link with at least one KAVA and are not financed by the EIT;
- **KIC EIT Food** - shall mean an autonomous collaborative partnership of higher education institutions, research organisations, companies and other stakeholders in the innovation process in the form of a strategic network based on joint mid-to long-term innovation planning to achieve the EIT strategic objectives in the field of food, comprising the EIT Food ivzw and the KIC Partners;
- **KIC Partner** - shall mean a legal entity that has acceded to the FPA;
- **Linked Party** - shall mean any legal entity that is under the direct or indirect control of KIC Partner or Sub-grantee, or under the same direct or indirect control as the KIC Partner or Sub-grantee, or that is directly or indirectly controlling a KIC Partner or Sub-grantee;
- **Results** - shall mean any tangible or intangible output of KAVA, such as data, knowledge or information, which is generated in KAVA, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including Intellectual Property rights and software;
- **Specific Agreement or SGA** - shall mean the agreement concluded between EIT and the KIC EIT Food, awarding a specific grant to the KIC EIT Food, in accordance with the FPA;
- **Sub-contractor** - shall mean a third party involved in the implementation of certain tasks described in Annex 1 of the Specific Agreement;
- **Sub-grantee** - shall mean a third party participating in the KAVA and receiving financial support for such participation under a Subgranting Agreement concluded between a KIC Partner and such third party. Unless agreed otherwise, Results generated by the Sub-grantee in the execution of the work under the Subgranting Agreement are owned by the Sub-grantee.

§2. OBJECTIVES OF THE IP POLICY

The objectives of the EIT Food IP Policy are as follows:

- To clarify rules laid down in existing legal frameworks relevant for the KIC EIT Food in order to facilitate their implementation and effective enforcement;
- To enable effective conceptualisation and implementation of KAVA and stimulate the Exploitation of Results;
- To promote collaboration among business enterprises, higher education institutes and research organisations;
- To promote equitable partnerships formed to implement KAVA and stimulate multi-stakeholder involvement in KAVA;

- To stimulate the competitiveness and innovativeness of the European food system, render it sustainable and ready to face future challenges, and benefit citizens in Europe and worldwide.

§3. SCOPE OF APPLICATION OF THE IP POLICY

1. KIC Partners and Sub-grantees are free to shape their reciprocal contractual relations and agree detailed modalities for ownership, Dissemination and Exploitation, as well as Access Rights to Background and Results as long as these modalities remain compliant with the relevant European and national regulations, including the regulations imposed by the EIT through the FPA and the Specific Agreement. This IP Policy provides an overview and applies the main provisions of the FPA and the SGA that need to be respected by the KIC Partners, their Sub-grantees and Subcontractors with respect to their involvement in KAVA.
2. KIC Partners and Sub-grantees are encouraged to use the model agreements provided by KIC EIT Food for KAVA.

§4. BACKGROUND

1. Any background knowledge held by a KIC Partner or a Sub-grantee that does not meet the definition of “Background” in § 1 above does not constitute Background. Hence, background knowledge related to KCA shall not be automatically considered Background. Access to background knowledge related to KCA or access to results of KCA is not regulated by this IP Policy and the KIC Partners holding the KCA background knowledge and KCA results remains fully free to decide on their use.
2. Rights of KIC Partners and Sub-grantees to the Background will be respected. KIC Partners and Sub-grantees remain the owners of Background and are only required to grant Access Rights to Background insofar as required by the FPA and Specific Agreement. As KAVAs are independent, the Access Rights agreed for one KAVA remain limited to KIC Partners and Sub-grantees participating in this KAVA and do not extend to the entire KIC EIT Food.
3. KIC Partners and Sub-grantees shall grant Access Rights to Background to other KIC Partners for implementing their own tasks in KAVA on a royalty-free basis. It means that when a KIC Partner brings in particular Background into a KAVA, the other participants in the same KAVA shall be granted Access Rights to this Background, allowing them to use this Background if needed to perform their own tasks in the KAVA, and granted free of charge.
4. KIC Partners and Sub-grantees shall grant Access Rights to Background to other KIC Partners for the Exploitation of the Results of KAVA based on Fair and Reasonable Conditions.
5. Unless agreed otherwise, Access Rights to Background for Exploitation of their own Results shall be requested in writing to the KIC Partner or the Sub-grantee within a period of one year following the completion of the concerned KAVA. Waivers are not valid unless in writing. This is intended to ensure that the KIC Partner or the Sub-grantee who brought in the Background is not bound by the obligation to grant Access Rights beyond a certain period, while at the same time the KIC Partner or the Sub-grantee needing to access the Background has sufficient opportunity to prepare the Exploitation of his own Results.

§5. OWNERSHIP OF RESULTS

1. Results will be owned by the KIC Partner or the Sub-grantee who generated the Results.
2. If two or more KIC Partners or Sub-grantees generate the Results together, i.e. two or more KIC Partners or Sub-grantees contribute substantially to the Results and (i) their respective, individual contributions cannot be ascertained or (ii) it is not possible to separate such joint Results for the purpose of applying for, obtaining or maintaining the legal protection of Results, the Results will be jointly owned by these KIC Partners or KIC Partner and Sub-grantee or Sub-grantees.
3. The joint owners shall establish an agreement regarding the allocation and terms of exercise of that

joint ownership in accordance with their obligations under the grant agreement. They can do this as part of agreements related to KAVA or through a separate agreement, which only deals with the joint ownership of specific Results. The joint owners may agree not to continue with joint ownership but decide on an alternative regime, inter alia by transferring their ownership shares to a single owner with Access Rights for the other participants, once the Results have been generated.

4. Documentation and reporting established in the course of KAVA implementation may be used to verify whether and to which extent a KIC Partner or a Sub-grantee has contributed to generating the Results.

§6. RIGHTS RELATED TO RESULTS

1. Unless agreed otherwise, requests for Access Rights to Results for purposes beyond the performance of the KAVA concerned shall be made in writing to the KIC Partner or the Sub-grantee owning them.
2. Access Rights to Results shall be limited to those KIC Partners or Sub-grantees, who participated in the same KAVA. Neither KIC Partners as a generality, nor the KIC EIT Food as a whole shall have a right to request Access Rights to Results.
3. The owner of Results may transfer the ownership of the Results to a third party provided that such third party respects the KIC EIT Food IP Policy. Prior to such a transfer, other KIC Partners or Sub-grantees involved in the KAVA from which the Results originated must be notified, giving them the right to object.
4. Granting an exclusive license to Results is only allowed if the other KIC Partners participating in the same KAVA have waived their Access Rights to the Results.

§7. OBLIGATIONS RELATED TO RESULTS

1. The owner of the Results is obliged:
 - To report on the Results to the KIC EIT Food and to the EIT as stipulated in the FPA and the Specific Agreement;
 - To strive to ensure protection of the Results for a period of up to 4 years after completion of the concerned KAVA;
 - To guarantee that third parties, which contributed to generating the Results, comply with the KIC EIT Food IP Policy, before involving such third party;
 - To ensure Exploitation of the Results, either through own activities or via transfer or licensing of Results to another third party;
 - To engage in Dissemination of the Results or otherwise publish its own or collaborative Results (unless it goes against the owner's legitimate interests) in accordance with the rules set out in the FPA;
 - To ensure open access to peer-reviewed scientific publications related to the Results in accordance with the rules set out in the FPA.
2. For the avoidance of doubt, this IP Policy does not impose any generally binding revenue sharing or financial sustainability mechanism related to the Exploitation of the Results. KIC Partners and Sub-grantees participating in a KAVA shall agree in writing on the conditions of protection, ownership and Exploitation of Results of the KAVA, taking into account the specific objectives of the KAVA.
3. KIC Partner and Sub-grantees shall take appropriate measures to ensure the successful Exploitation of the Results of KAVA in which they are involved.
4. KIC Partners and Sub-grantees shall explore the possibilities of protecting the Results of KAVA in which they participate, including by legal means such as patenting. The adopted legal means, territorial scope of protection and time horizon of the protection shall be decided on a case-by-case basis by the involved KIC Partner and Sub-grantees, taking into account the specific objectives of the KAVA and plans for Exploitation of the Results.

§8. RESULTS GENERATED BY EMPLOYEES AND OTHER INDIVIDUALS

1. KIC Partners and Sub-grantees participating in KAVA shall ensure in every case before beginning their work on the specific KAVA that they will obtain all the necessary rights to the Results generated by their employees and other individuals involved by them in the course of their work on the specific KAVA in order to fulfil their obligations vis-à-vis the other KIC Partners and Sub-grantees involved.
2. Employees of a KIC Partner or a Sub-grantee, who work on KAVA that involves mobility or secondment to another organisation, shall remain employees of the KIC Partner or Sub-grantee, unless explicitly agreed otherwise in writing. The employer, the host institution and the individual employee should formally agree the terms related to the ownership of Results generated during such mobility or secondment to avoid any confusion or dispute. Any such agreement should determine the conditions of ownership and Exploitation of the Results related to the KAVA.
3. Any third party engaged by a KIC Partner or a Sub-grantee to undertake work in KAVA shall be bound by the terms of a written contract, which shall determine the conditions of ownership and Exploitation of the Results related to the KAVA. KIC Partners and Sub-grantees shall ensure that ownership and Exploitation of the Results vests in the KIC Partner or the Sub-grantee that engages the third party or that the third party otherwise confers all necessary rights to the KIC Partner or the Sub-grantee in order to enable the KIC Partner or the Sub-grantee to the fullest extent to fulfil its existing obligations vis-a-vis other participants of the KAVA.
4. In situations, where students own the Results from a KAVA, the KIC Partner or Sub-grantee involving them in the KAVA (and/or their host in the case of student mobilities) shall ensure that the students participating in the KAVA sign an agreement assigning the rights to the Results to the KIC Partner or Sub-grantee involving them in the KAVA, or otherwise conferring all necessary rights to the KIC Partner or Sub-grantee in order to enable the institution to the fullest extent to fulfil its existing obligations vis-à-vis other participants of the KAVA. To the extent that the IP Committee has explicitly permitted this for certain types of KAVA, KIC Partners or Sub-grantees may declare these terms not applicable, by issuing a written statement before the KAVA starts.
5. KIC Partners and Sub-grantees, who intend to involve students in the execution of KAVA, shall notify in writing the students applying to the KAVA of the conditions of ownership and Exploitation of the Results that would be generated during the KAVA. The written notification shall be communicated to the applicants in advance of engaging them in the KAVA.
6. Unless otherwise agreed by KIC Partners and Sub-grantees participating in a specific KAVA, KIC Partners and Sub-grantees, who intend to involve students in the execution of KAVA, shall allow these students to submit their theses or dissertations, required for the pursuit of academic degrees, where the theses or dissertations include Results, generated by these students. If KIC Partners or Sub-grantees decide to adopt an alternative approach, it needs to be communicated in writing to the students affected before involving them in the execution of KAVA.

§9. IP COMMITTEE

1. The IP Committee has an advisory role whereas the operational responsibility shall at all times stay with the KIC Partners. Besides, the IP Committee has an optional mediation role on knowledge transfer and Intellectual Property issues related to the KAVA.
2. The IP Committee consists of:
 - representatives of the KIC Partners, with one representative nominated by each of the Co-Location Centres of the KIC EIT Food,
 - one representative of RisingFoodStars, as well as:
 - one representative of the KIC EIT Food Management Team.
- 2.1 The nominating constituencies shall ensure that the nominees possess relevant knowledge and professional experience in matters related to the Intellectual Property management.

- 2.2 The composition of the IP Committee shall strive to ensure gender balance and a balanced representation of industrial and scientific KIC Partners.
- 2.3 The members of the IP Committee shall strive to remain free of any Conflict of Interest or any influences that would interfere with their exercise of independent judgement in the capacity of the IP Committee member. For this purpose, members of the IP Committee shall not simultaneously be members of any other governance body of KIC EIT Food or its Co-Location Centres. Any Conflict of Interest involving a member of the IP Committee shall immediately be disclosed by the member to the other members of the IP Committee.
- 2.4 The IP Committee shall elect its Chairperson from among the Committee members.
- 2.5 The IP Committee may invite external advisors to attend selected meetings or to otherwise assist the Committee in the performance of its tasks.
3. The IP Committee performs the following functions:
 - Advising the KIC EIT Food Management Board in matters related to Intellectual Property and the implementation of the IP Policy;
 - Acting as the first point of contact for KIC Partners in matters related to the IP Policy;
 - Offering support to KIC Partners and Sub-grantees, who negotiate their participation in KAVA, upon their request;
 - Offering advice to KIC Partners and Sub-grantees wishing to deviate from the IP Policy;
 - Acting as an optional mediator to enable the resolution of disputes between KIC Partners, Sub-grantees and third parties, related to Results as well as the corresponding Intellectual Property Rights (including rights in software) developed during KAVA, upon their request;
 - Elaborating and proposing revisions to this IP Policy.
- 3.1 The IP Committee may formulate further policies related to the Intellectual Property in KAVA, which shall remain non-binding for KIC Partners and be adopted by the KIC Partners as good practices on a voluntary basis. These policies might inter alia include: promotion of open innovations through the involvement of citizens and start-ups, protection of trade secrets, use of specific types of agreements stipulating the Access Rights or ownership of Results, and pursuit of scientific publications and academic degrees.
4. The IP Committee shall meet at least once a year and more often if necessary.
- 4.1 Beside its annual meeting, the IP Committee may carry out its functions using remote communication including telephone or video conferences, and may use electronic means of decision making.
- 4.2 Members of the IP Committee who are exceptionally unable to attend its meeting may submit their votes by a written proxy given to another member of the IP Committee.
5. Members of the IP Committee shall treat all information related to the matters proceeded by the IP Committee as Confidential Information. The obligation is not limited in time. Adherence to the following rules shall be confirmed in writing by each member of the IP Committee, and appropriate records shall be kept by the KIC EIT Food Supervisory Board.
- 5.1 Members of the IP Committee shall use Confidential Information only for the performance of their duties as members of the IP Committee and not for any other purpose. Members of the IP Committee shall hold all Confidential Information in strict confidence and may not copy, reproduce, disclose, distribute or otherwise make available any of it, whether deliberately or not, to any third person.
- 5.2 Members of the IP Committee as recipients of Confidential Information acknowledge that the unauthorised disclosure of the Confidential Information may result in substantial financial or business damage and that the disclosing member of the IP Committee shall be responsible for any breach of confidentiality. If a KIC Partner suffers damage due to the breach of confidentiality by a member of IP

Committee, the KIC Partner will be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies.

- 5.3 Members of the IP Committee shall destroy Confidential Information within 15 days after having received a request from the entitled party to destroy all copies of any material that contains the Confidential Information. Any such destruction of Confidential Information should be duly and properly carried out and confirmed in writing.

§10. DISPUTE RESOLUTION

1. KIC Partners and Sub-grantees in a KAVA should agree on appropriate mechanisms for dispute resolution and include the relevant provisions in the agreement signed before the commencement of KAVA. In the model agreements, provided by KIC EIT Food for KAVA, alternative options for dispute resolution shall be listed for the use of KIC Partners and Sub-grantees.
2. As a general rule, KIC Partners and Sub-grantees shall use reasonable efforts to resolve disputes amicably through discussions among themselves. They may involve the IP Committee in any such efforts, which may be terminated by any party at any time.
3. The IP Committee shall be consulted by KIC Partners and Sub-grantees before initiating any legal disputes that involve external bodies (such as e.g. arbitral tribunals or courts) and are related to Intellectual Property in KAVA.

ANNEX 6

Unanimous Decisions of Steering Committee

See Article 6

1. A decision to change the number of students or to their distribution among **Partners** under Article 4b) §5.
2. A decision on the level of the participation fee under Article 4b) §6.
3. A decision on the system of study paths under Article 4b) §7.
4. A decision to change the system of study paths under Article 4b) §8.
5. A decision to take any of the above decisions later than 31 March of the year before the cohort starts under Article 4b) §6.