

Arrangement for Extensive Cooperation within the EMaVE Consortium

Signature : 25 SEPT. 2015

CONSIDERING the agreement dated 20th December 2005, and renewed 8th September 2008, which was linking universities and schools hereafter referred to as "EMaVE partners" in a consortium called EMaVE Consortium, in order to organize a European Master of Science course in Viticulture and Enology awarding double and joint degrees on the base of mutual recognition of tuition,

WHEREAS the EMaVE partners want to extend the scope of their collaboration to other higher education and research activities in Viticulture and Enology,

NOW THEREFORE, based on principles of trust, equality and mutual benefits, EMaVE partners will endorse their Consortium Agreement as follows :

Objective of the EMaVE Consortium agreement

Article 1 – The participation in the EMaVE Consortium is based on mutual recognition of partners' competences for higher education, and their capacity to deliver double Masters' degrees at the European level.

Article 2 – The priority activities of EMaVE Consortium will be the increase in quality and brand image of Masters programmes organized by the partners, and the sourcing of financial assistance in order to award grants to the most outstanding student candidates.

Article 3 – Furthermore, partners may undertake new joint activities and they may implement external partnerships. All partners will not necessarily be involved in these new activities and projects.

Membership - Disbarments

Article 4 – A partner may be either a third level educational institution or a network of several such institutions in the same country who jointly organize supporting educational programmes (cf article 9). In that case, one of the members of the network is designated as the network correspondent entitled to represent the network and sign in its name. Each network is subject to a written agreement and a copy of this agreement should be given to the EMaVE consortium.

Article 5 – The founder members of the EMaVE consortium are signatories to the present agreement and named full partners. Other Institutions may join the consortium. During a plenary meeting, the EMaVE consortium may decide to include these members if none of the full partners opposes this decision. Each new member will be required to sign a letter stating that it will adhere to the present arrangement and to all decisions taken in previous plenary meetings, and that it will fully participate in the Masters programmes. Other Institutions may join the consortium as observing members if none of the full partners opposes this.

Article 6 – A partner may be removed from the EMaVE Consortium if it does not adhere to the rules defined in the present agreement, or if it does not meet all the conditions required for

participation in the European Masters programmes. The decision to remove a partner is taken during a plenary meeting and is based on a two-third majority vote by full partner members. An extension may be granted to this partner in question in order to fulfill its obligations regarding the conditions required for continued participation in the EMaVE Consortium. During this period, the partner may continue to participate as an observer in EMaVE Consortium plenary meetings.

Management of EMaVE Consortium - Coordination

Article 7 – At least twice yearly, the partners will hold plenary meetings convened by the coordinator. A quorum of two-third of full partners is required for a meeting to be valid. At least one of these meetings should alternate among the different member countries.

During plenary meetings all decisions relevant to the Consortium's management and to the running of activities are taken. This also applies to decisions of starting new activities or concluding external partnerships.

Decisions are taken by a two-third majority vote. Only one member of each partner's delegation, who has been named as the official representative for a given meeting, is entitled to vote. In case a full partner is not represented at a meeting, or its representative is unable to take an immediate decision, it is the partner

responsibility to ensure that a decision is conferred to the EMaVE consortium within the deadline defined during the meeting ; otherwise, the decision will be taken on the only basis of the other partners' votes.

Article 8 – Montpellier SupAgro is the designated project co-ordinator and is therefore the EMaVE consortium representative regarding contacts with external organizations with all the pertaining rights and obligations. Its role is also to organize the EMaVE consortium meetings and to take records of these meetings. It applies the decisions taken at plenary meetings and gives an account of its activities at those meetings. It is also responsible for managing the common budget.

European Masters'programmes of EMaVE Consortium

Article 9 – One of the sine qua non conditions for an institution to become a partner of the EMaVE consortium is that it must have national accreditation to provide Masters degree level education. This implies that each partner provides either individually or as part of a network (cf article 4), a programme leading to a Master's degree level as defined by the European Union, termed Bachelor/Master/Ph.D.

It is not a requirement that the national degree be entitled 'Master's degree'.

Equivalent programmes and the corresponding degrees are hereafter referred to as "national Master's".

Article 10.1 – The EMaVE Consortium organizes double degree Masters' courses. Each partner institution should guarantee to the other partners that its national accreditation entitles it to award without restriction its national Master's degree to students who have followed part of the programme (60 ECTS) in that partner's country and the remainder (60 ECTS) as part of any of the EMaVE Consortium national Master's degree curricula. Students accepted in these two parts of Master's degree programmes will therefore be ultimately entitled to receive two national Master's degrees.

Article 10.2 – The EMaVE Consortium organizes a joint European Master of Sciences of

Viticulture and Enology. Each partner is committed to contribute as much as possible to the first common year, and to adapt the second year programme of its national Master in order to welcome students for their second year of the joint European Master course. Each partner agrees to ensure the full accreditation of the joint European Master's degree through the relevant authorities of its country.

Article 11 – The national Masters' programmes are open to students either enrolled into the national Master's programme or into the EMaVE double degree or joint degree programmes.

Article 12 – The partner institutions agree upon a common framework for the different national Master's programmes. This framework enables the partner institutions to define equivalences between programmes offered by the different member countries. It serves as a reference that enables double degrees and the joint degree to be conferred. In case a partner wishes or needs to change aspects of its national Master's degree programme, the other partner members should be informed at least 6 months in advance. The EMaVE consortium evaluates if the changes do affect the status of the partner within the consortium. In case of problems, the Consortium will take measures to continue the joint European Master's programme, and to fulfil the obligations towards third parties.

Working languages within the EMaVE consortium

Article 13 – English is the EMaVE consortium working language. However, during working meetings and for the purposes of email or telephone communications, translations to other languages may be given at a partner's request, in order to bring clarification of any issue that appears obscure or ambiguous.

Article 14 – Each partner is free to define the language of instruction in its institution and to determine the minimum level of comprehension, and oral and written expression required by foreign students to enter its programme. However, for its participation to the joint European Master's programme, each partner will have to provide second year students with English versions of all handouts and pedagogical materials.

Confidentiality - Communications

Article 15 – All partners are required to maintain confidentiality with respect to the EMaVE consortium exchanges. All external communications will be subject to decisions in principle taken at plenary meetings, and to consultation between the co-ordinator and the other partners about their final contents.

Intellectual property

Article 16 – Should the partners foresee that activities may lead to the creation of commercial intellectual property, they will decide in advance, in cooperative arrangements, as to the ownership of any intellectual property rights and any other provisions relative to those rights. Ownership of those rights will be reflected in an intellectual property agreement signed by the relevant authorities of the partners.

Validity of the arrangement

Article 17 – This arrangement will come into effect on the date of the last signature by all the founding partners and will remain in effect for a period of five years. From this date onwards, the

present arrangement will replace and cancel the previous Consortium agreement dated 8th September 2008.

No modification of the present agreement will be permitted without the unanimous agreement of all full partners. The partners are committed to meet no later than six months before termination of the contract in order to decide whether or not it should be renewed. The agreement will be automatically extended until the consortium take the decision.

Exclusivity

Article 18 – This arrangement is exclusive for higher education activities. The partners agree not to be members of any other consortium assembled for the purpose of higher education at European level in the sector of viticulture, enology and wineeconomics throughout the entire period of validity of the present arrangement.

Litigation

Article 19 – It is the intention of the partners that this arrangement will not create any legally binding obligations under international law or under the partners' domestic law. Nothing in this arrangement modifies any other bilateral or reciprocal arrangement that the partners may have. Any misunderstanding or difference arising out of the interpretation or application of this arrangement will be settled amicably by the partners through consultation or negotiation and no court will have jurisdiction. ■

Annex 1 to 7 : signatures of the EMaVE member representatives.