

## Annex 1 Bilateral agreement to the Consortium Agreement

### **Agreement concerning the exchange of students in the framework of the interuniversity programme entitled 'International Master of Science in Marine Biological Resources' (IMBRSea)**

This Agreement is made on behalf of the consortium organizing the International Master of Science in Marine Biological Resources (IMBRSea) between:

1. IMBRSea coordinating institute, Ghent University, Belgium, represented by Prof. Dr. ir. Rik Van de Walle, rector and Dr. Tim Deprez, coordinator of the Master Programme

And

2. (Institute)....., represented by (Name)....., (Title)..... hereinafter called the Associate Partner

The IMBRSea Programme involves the participation of a network of Higher Educational Institutions (HEIs), Research Institutes, SMEs, and any other type of organization deemed acceptable by the IMBRSea management board.

The network consists of two groups of institutions: a core group of academic full Partners (Ghent University, University of Algarve, University of Oviedo, Sorbonne University, Galway-Mayo Institute of Technology, University of Bergen, Polytechnic University of Marche, University of Western Brittany and University of Gothenburg) who recognize and award the diploma of the International Master of Science in Marine Biological Resources, and a group of associate Partners who collaborate with the Master's Programme through the organization of Professional Practices and supervision of thesis students.

Ghent University, acting on behalf of the full Partners, and (Institute)..... hereby agree to the conditions described below for exchange of students in the framework of this agreement.

#### **Article 1: Scope**

This agreement comprises the specific conditions and regulations for the exchange of students between the institutions of the core group and the Associate Partner.

As far as necessary for the performance of this specific agreement, the terms and conditions of the Consortium Agreement, signed by the full Partners, shall also apply to the Associate Partner.

#### **Article 2: Educational responsibilities**

The Associate Partner will provide appropriate education, guidance and evaluation within the framework of IMBRSea and in conformity with any and all applicable arrangements in the Professional Practice and Master Thesis Guidelines (see Annex 2 and 3).

(Institute)..... will contribute to the following aspects of the programme:

- *Professional Practice*

The Associate Partner can offer opportunities for first year IMBRSea students to do a Professional Practice. A Professional Practice is defined as a period in which a student can gain experience in an actual work situation. The Professional Practice counts for 12 ECTS credits (minimum 240 hours), of which the hours can be spread over a minimum of 6 weeks and a maximum of 2 months. Evaluation shall be based on feedback from the Professional Practice supervisor at the Associate Partner, and a portfolio made and presented by the student and evaluated by an evaluation committee during the annual symposium.

Practical guidelines for Professional Practice organization are provided in Annex 2. In case practicalities change during the running of this agreement, the associate Partner organization will be timely informed.

- *Master thesis supervision*

The Associate Partner can offer opportunities for IMBRSea students to carry out thesis research. When students are carrying out thesis research, a staff Partner of the Associate Partner may act as (co-)supervisor for the MSc thesis. The (co-)supervisor will participate in the examination committee for the student concerned (upon approval of the IMBRSea Programme Board). Master thesis regulations and guidelines are provided in Annex 3. This agreement takes into account the fact that the main thesis supervisor of each student must pertain to the academic staff of one of the partner universities organizing the degree, or to another, associated, higher education institution.

## **Article 3: Administrative Organisation**

### **3.1 Enrolment of IMBRSea students**

When the IMBRSea student follows part(s) of the programme at an Institute which is a higher education organization (HEI), the student will be treated as a regular exchange student.

### **3.2 Finances**

All students pay programme tuition fees to the IMBRSea coordinating institute and therefore should not pay any additional tuition fees to the Associate Partner.

An Associate Partner will not receive a financial compensation from the IMBRSea Consortium for hosting students.

### **3.3 Insurance**

Students are insured by Ghent University for the activities during a professional practice and thesis Work (<https://www.ugent.be/student/nl/administratie/verzekering>).

### **3.4 Role of the Associate Partner in the IMBRSea Network**

Associate Partners are considered as a Partner of the IMBRSea network and will thus be informed about the status of the programme on a regular basis. The contact person of the Associate Partner will spread this information within his Institution.

As a Partner of the IMBRSea network the name of the institute will be mentioned among the organizing institutes on the programme website.

Associate Partners may be invited to the Programme Board meetings or may be requested to give feedback on specific management related issues.

## **Article 4: Intellectual property rights**

Each Associate partner shall make the student aware of the intellectual property rights management provisions of this agreement. Such information shall include ownership rights and royalty sharing arrangements.

Results are owned by the Party that generates them. In case of results generated from work carried out jointly by two or more Parties, those results shall be jointly owned. The joint owners shall agree in a joint ownership agreement on the allocation and terms of exercise of their joint ownership, in compliance with their obligations under this Agreement.

The joint owners of results will decide whether patent applications are to be submitted for such results, and will appoint from among them the Party which will be tasked with carrying out the formalities of filing, extension and maintenance of new joint patent(s) on such results in their joint names. In case of joint ownership of results, ownership of each of the joint owners shall be determined in good faith, taking into account each owner's relative intellectual and financial contribution to the joint results.

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to use their jointly owned results for research purposes (including sponsored research and research in cooperation with academic third parties) without commercial aim, and teaching on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to use their jointly owned results by way of direct exploitation and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
  - at least 45 days prior notice must be given to the other joint owner(s); and
  - compensation under fair and reasonable conditions to be discussed, must be provided to the other joint owner(s).

In any case where, in the opinion of the student and their supervisor(s), novel intellectual property has been created this must be documented as soon as possible after its creation in accordance with each Partner's invention disclosure procedures

## **Article 5: Confidentiality – Dissertation and Examination**

Each Associate partner shall make the student aware of the provisions of this agreement. Where confidentiality of results of any work is an issue, the Supervisor of the student should make their institution aware and arrange to put in place a confidentiality agreement. This need may extend to the external examination of the dissertations arising from this programme.

All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the IMBRSea programme during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and

designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake for a period of 5 years after the end of the Master thesis or Professional practice:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

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

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

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

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

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

Plagiarism of information included in thesis reports or any other reports will not be allowed and may lead to exclusion from the programme. Proper references need to be given in all documents used.

## **Article 6: Liability**

9.1. Each Associate partner shall be solely liable for any loss incurred by, or damage or injury to, third partners, resulting from its own actions in the execution of this agreement.

9.2. Each Associate partner shall be fully responsible for the performance of any part of its share of the agreement and for the requirements of Insurance and Social Security for its personnel, involved herein.

9.3. With respect to any injury to any person or any damage to any property of any person occurring at any establishment of the Associate partner in the course or arising out of the execution of this agreement, the Associate partner at whose establishment the injury or damage occurs, shall be solely responsible for the payment of compensation to such extent as this Associate partner shall be under a legal liability in respect of such injury or damage. This article shall not apply with respect to any such injury or damage, the causing of which is attributable to any act of a servant or agent of the Associate partner, committed with the intention of causing harm to any person or property or with reckless disregard for the consequences of his act.

## **Article 7: Entry into force and termination**

This agreement shall come into force as of the date of its signature by all the parties and shall continue until (Option 1: date to be negotiated or Option 2: as long as IMBRSea is functioning).

If an Associate Partner wishes to leave the agreement, the IMBRSea programme board should be informed of this in writing. In case there are no running student exchanges, the Associate Partner will be removed from the consortium. This is not the case if the Associate Partner should leave by force majeure.

For option 1: The cooperation might be prolonged after the above stated end date. In this case a signed addendum will be made and added to this agreement.

By signing this agreement, the Associate Partner agrees to adhere to the programme wide tools and mechanisms related to the professional practice and thesis organization described in the Professional Practice and Thesis regulations and guidelines (Annex 3 and 4). If an Associate Partner does not comply with the regulations and guidelines, the IMBRSea Programme Board may decide to terminate the collaboration.

## **Article 8: Amendments**

Upon mutual agreement between the signing parties, amendments to this agreement may be added when necessary. For all matters not stipulated in this agreement the IMBRSea Programme Board can decide, eventually upon approval by the official bodies of signing parties, when this is deemed necessary.

### **For Ghent University**

*Prof. Dr. ir. Rik Van de Walle, Rector*

Date:

Signature:

*Dr. Tim Deprez*, IMBRSea coordinator

Date:

Signature:

**For (Institute).....**

*(Name)....., (Title).....*

Date:

Signature:

### **Annexes**

Annex 1: IMBRSea Associate Partner Identification Details

Annex 2: IMBRSea Professional Practice guidelines and regulations (<http://www.imbrsea.eu/do-you-want-offer-professional-practice>)

Annex 3: IMBRSea Master Thesis guidelines (<http://www.imbrsea.eu/do-you-want-offer-master-thesis-topic>)

## Annex 1: IMBRSEA Associate Partner Identification Details

**(Institute)**.....

**Legal representative**

*(Name)*....., *(Title)*.....

**Website**

.....

**Contact Person:**

[\(Name\)](#) and email).....

**Postal address:**

.....

**Role**

- .Offering internships
- .Offering thesis subjects