

Erasmus Mundus Programme 2009-2013

CONSORTIUM AGREEMENT

This agreement is made under the new regulations of the Erasmus Mundus Programme (EM II) and entered into by and between:

AgroParisTech (APT), whose registered office is at 16 rue Claude Bernard, 75231 PARIS cedex 05, France, lawfully represented by Remi Toussain, General Director, hereinafter referred to as “Coordinator”, and

Dublin Institute of Technology (DIT) whose registered office is at Rathmines Road, D6, Dublin, IRELAND, lawfully represented by Prof. Brian Norton, President of DIT,, hereinafter referred to as “Partner”, and

University of Naples “Federico II”, whose registered office is at Corso Umberto I, 80138 Napoli, lawfully represented by Prof. Massimo Marrelli, rector, hereinafter referred to as “Partner”, and

University of Lund, whose registered office is at Sandgatan 3, Box 117, SE-221 00, Lund, SWEDEN, lawfully represented by Pro Vice Chancellor Eva Åkesson, legal representative of Lund University, hereinafter referred to as “Partner”,

(Hereinafter referred collectively to as “Partners” or “Consortium”)

This Agreement is drafted within the framework of the action entitled: “Food Innovation and Product Design” (FIPDes) based on Framework Partnership Agreement number 2011-0178 (hereinafter referred to as “FPA Agreement”) between Coordinator and the Commission of the European Communities (hereinafter referred to as “Commission”) and all related Specific Grant Agreements from 01 January 2011 on for Erasmus Mundus Masters courses and Scholarships (hereinafter referred to as “SGA Agreements”). The FPA Agreement and its annexes (Annex 1) and the SGA Agreements and their annexes (Annex 2) shall form an integral part of the present Agreement.

The Coordinator is bound by the terms and conditions of the FPA Agreement and further amendments. Each Partner shall be bound in applicable parts by the terms and conditions of the FPA Agreement and amendments to the FPA Agreement, approved by all Partners when applicable. The Partners shall not act in any way that could risk the fulfilment of the Coordinator’s duties and obligations under the FPA Agreement. On the basis of the present Agreement the Partners shall together contribute to the achievement of the requirements of the FPA Agreement in accordance with the terms and conditions as stated in the present Agreement.

The core text of the Agreement describes a number of issues as structure, organization, finance, cooperation in general terms rather than in detail. More details are given in a number of separate Annexes. In order to maintain maximum flexibility in terms of working principles, needed to adapt the operational execution of the course based on advancing insight or experience built up during the consecutive years the course is given, consequential changes will be met, where possible, by changes in relevant Annexes rather than through changes in core text. Subsequent versions of Annexes will be

approved as described in Article 9, approved formally by the Consortium and subsequently, when applicable or appropriate, by the legal representatives of the Partners.

Article 1. Summary of FIPDes

The Erasmus Mundus Master in Food Innovation and Product Design (EMM- FIPDes) is a two year academic programme in the field of food science and product development. A limited number of excellent university groups within the EU contribute to the programme, offering high quality international training both in terms of scientific knowledge and didactic skills.

The EMM-FIPDes aims to provide a European dimension in the knowledge-intensive area of food Research & Development and will be highly relevant for both EU and third-country students who wish to contribute to the development of innovative, sustainable and healthy food products.

Programme course is to provide top-level and up-to-date education that qualifies the graduates to cope with the huge challenges in the sector of food innovation along with product design and packaging, while developing the aptitude to adapt to future developments. The EMMC-FIPDes added value is its integrated approach “from materials to packaged product”, including technical, entrepreneurial and theoretical knowledge in food innovation merged in a teamwork-based learning system.

The close relationship with several R&D food groups makes the curriculum especially designed to take into consideration the needs of potential employers.

In this course four academic institutions collaborate intensively to offer joint study modules in addition to their existing curricula: AgroParisTech (France), UNINA University (Italy), LUND University (Sweden) and DIT (Ireland). Universities from third countries also contribute actively to the curricula as associate members (Lebanon, Algeria, Tunisia, Argentina, Brazil, Venezuela and Korea).

Four further key points characterise EMM- FIPDes: -1- a pedagogical method based on working by project and team management; -2- the strong involvement of the R&D sector; -3- the molecular gastronomy approach applied to the formulation of innovative food as a transversal and integrated module; -4- a second transversal joint module of Innovation Integrated Food & Packaging Project.

The first year of studies will impart to the students a broad knowledge of food science, technological and entrepreneurial skills. Students will attend half-year courses in France and Ireland. The second year will give them the opportunity to specialise in one of three well-defined options: 1: Food Design and Health (at UNINA, Italy), 2: Food Design and Engineering (at AgroParisTech, France), and 3: Food Packaging Design (at Lund, Sweden). The research training will be done on a R&D topic in one of the research departments of the Consortium or associate members, according to student specialisation and professional plans.

The official language of EMM-FIPDes is English with ample opportunities to learn the local language and food culture. Upon graduation, each student will receive a double or triple degree, i.e. National Master Degree certificates with a Joint Diploma Supplement from the four Universities. The programme is open to highly motivated students who have a BSc or equivalent degree in food technology, biotechnology, process engineering, biochemistry or related fields. All students are required to have level of proficiency in English corresponding to the B level of the Common European Framework of Reference (CEFR). The Consortium Committee can admit excellent third-country students with somewhat lower English test scores.

Article 2. Structure and content of the programme

The Joint FIPDes EMM Course is scheduled over two academic years and will result in the accumulation of 120 ECTS credits. The FIPDes MSc Course combines a first year (M1 slot) in two institutions (AgroParisTech and Dublin Institute of Technology) with a second year (M2 slot) in a second or third institution. Optional choices are proposed to the students depending on their previous personal experience of scientific own professional goals.

The main aims of the first EMM-FIPDes year are:

- To provide a thorough and broad introduction to food science and technology, innovation management, and consumer science. There is thus only one common first year programme specification.
- To provide students with a basic understanding of the principles and processes that underpin sustainable food product development, including the social and economic contexts.
- To develop students' intellectual, practical, communication, ICT, interpersonal, teamwork, self management and professional skills;
- To inculcate the values of scholarship: inquiry, reflection, integrity, open-mindedness, evidence based thinking, collegiality;
- To enable students to make an informed choice of area of specialisation in their second EMMC FIPDes year.

The second study year (M2) offers three specialisation pathways (options) concerning strategic and emerging sectors of food product innovation. Each option is based on the partner universities' research and teaching strengths and can welcome a maximum of eleven students. The orientation and selection of students will be made during M1 by the Consortium Committee. A salient feature of the M2 courses is the close co-operation with industry and interacting within active learning environments. During the fourth semester, students will carry out the training research period (30 ECTS) which will lead to the writing of the Msc Thesis. Topics will be proposed and/or selected by the EMMC scientific committee and will concern an R&D innovation study developed with the industrial partners and academic associate members. This training period can thus be carried out within the Consortium or within one of the associate member institutions.

Article 3. Organisational structure and responsibilities

The FIPDes is governed by the following management structure:

1. A FIPDes Consortium Committee (Annex 4), is composed by 1 to 2 members from each of the EMMC-FIPDes partners (up to 8 members including the coordinator, chair of the Consortium Committee), it is in charge of all academic issues. The Consortium Committee is chaired by the representative of the Coordinator. The representatives are mandated by their institute / institution and are in charge of:

- Defining, evaluating, modifying the content of the educational programme
- Ensuring the quality of the training programme of the EMMC-FIPDes by evaluating the outcomes annually (during the Orientation Meeting)
- Monitoring the supervision and integration of the MSc students
- Organising admission procedures
- Ensuring distribution of scholars across partners
- Discussing and choosing the projects in partnership with industries
- Ensuring that academic standards continue to be maintained on the programme
- Ensuring that a market demand exists for the programme and that it continues to be academically viable;

The EMMC Consortium Committee will meet twice a year during:

- The "Orientation Meeting" taking place during the introduction module in August. All aspects of the EM-FIPDes MSc Course will be discussed by the Consortium Committee.
- The "Admission Meeting" taking place in January/February.

Consortium representatives are obliged to participate in up to two meetings per year organised by the Agency. Costs related to this participation are considered to be financed by the flat rate for mobility.

2. The executive team (annex 5) will provide administration support and will treat all administrative questions and problems and will be in charge of practical issues such as arrival of students, mobility arrangements, administrative tasks concerning study progress, collecting the marks of students, organisation of the selection procedure, organisation of meetings of the managing bodies, communication, financial reporting and report writing. The executive team will consist of the administrative support representatives of the institutes / institutions and will work under the guidance of the administrative representative of the Coordinator. The executive team will provide the Consortium Committee with financial information on a regular basis. The executive team will provide the members of the Consortium Agreement with a FIPDes financial and administrative handbook as guideline for all procedures to be followed by the institute / institution. This FIPDes financial and administrative handbook will become an integral part of the Consortium Agreement (Annex 6).

3. The Advisory Board is composed of students, representatives from working field, and experts of joint programming and joint degree implementation from other European universities. The representatives from working field can be the associated members (both academic and industrial), industrial members or other external experts. All these experts have expressed their support to the EMMC-FIPDes. They will advise the Consortium Committee on the implementation of the EMMC-FIPDes: relevance of the programme, professional opportunities and building of joint degree. More precisely, all representatives from any institution associated with the EMMC will receive regular information and will be invited to express his/her views on the EMMC. Questions given during the course of the programme by the External Experts will be discussed within the frame of the Consortium Committee. Students will give their opinion on EMMC-FIPDes courses and organisation. The advisory board will meet during the Introduction Module in August.

4. The Coordinator: The Coordinator is in charge of coordinating the course and responsible for all contacts with the EU. The Coordinator will take all actions necessary for a good functioning of the Consortium and for the fulfilment of the contractual agreement with the EU. The representative of the Coordinator will chair the Consortium Committee. The Coordinator will guide the executive team.

Article 4. Administrative organisation of FIPDes

4.1 Admission criteria

The FIPDes MSc Course is open to well-motivated students. Applicants are required to have a BSc degree or equivalent degree of at least 180 higher education credits, in food technology, biotechnology, process engineering, biochemistry or related fields representing at least three years of study from a foreign institute of higher education. The educational programme or courses that entitle admission to the programme should include a number of prerequisites (e.g. chemistry, biotechnology, process technology/engineering, biochemistry, mathematics, and statistics). Grade Point Average needs to be at minimum 70 % of the maximum score. Students are required to have a good knowledge of English: English B (advanced) language proficiency level demonstrated in one of the following ways: TOEFL at level 575 (90 for internet-based TOEFL), IELTS 6.5, Cambridge Certificate of Proficiency. Exemption can be made for students with English as their mother tongue or who have completed a higher education course in English that satisfies eligibility requirements. The Consortium Committee can admit excellent third country students with somewhat lower TOEFL scores.

The co-ordinating institute / institution select the students that meet the eligibility criteria.

4.2 Application procedure for FIPDes

The consortium has established a central application procedure at the FIPDes Coordinator, using a joint application form. Students can apply through a standard electronic application form available on the FIPDes webpage. The co-ordinating institute / institution provides first-hand support via telephone or e-mail for all questions regarding the application. Applications have to be sent to the executive team before the agreed deadline in order to be eligible for an Erasmus Mundus Scholarship category A and B as well as to apply for admission to FIPDes in general. The application contains all elements necessary for further

selection (such as letter of motivation, full academic background containing a list of courses followed, obtained grades, information about the ranking of the students in their previous studies, language skills, motivation). Furthermore two recommendation letters will be asked to each student. It also indicates the mobility track they would like for the second year of the master. The Coordinator collects all application forms, checks whether students fulfil basic diploma requirements and prepares an overview for the selection by the FIPDes Consortium Committee.

4.3 Admission of students

The students that applied for an Erasmus Mundus scholarship category A and B (using the admission criteria, the letter of motivation and reference letters), after checking eligibility by the Coordinator, are pre-selected by the FIPDes Consortium Committee during its annual admission meeting (January-February). After pre-selection by the FIPDes Consortium Committee, the students are proposed to the EACEA for final selection. Minutes of the annual mid-term meeting in January are made and circulated to all Partners. The students finally selected on by the EACEA in March (category A and category B) will get an official letter of admission signed by the Coordinator. A copy of this letter will be sent to the department responsible for enrolment of the Institute / institution receiving the student. Information on students selected for the FIPDes MSc Course is forwarded to the Coordinator of the starting institute / institution. All admitted students can enrol under the conditions set for enrolment. Enrolment is only official after paying the subscription fee to the account of the Consortium.

Students who enter the FIPDes MSc Programme may have only minor insufficient proficiency at the start of the Course. If they do, then they need to attend courses to overcome these deficiencies during the two years of the FIPDes MSc course.

4.4 Selection procedure for Erasmus Mundus scholarships

The selection of grantees of an Erasmus Mundus scholarship is a competitive process based on the academic performance and credentials of the candidates, in order to guarantee the selection of high-quality students. The Coordinator makes the first selection based on the criteria described in §4.1. Subsequently the Consortium Committee selects from the list of applicants the students who can enter the course and the students that will be proposed for a scholarship. The Consortium Committee selects and ranks all students: those who are eligible for a scholarship and the self paying students. The Consortium immediately contacts the non-selected students. Therefore the main list and the reserve list of participants ranked according to their academic quality and motivation and proposed for category A and B Erasmus Mundus scholarships, will be sent to EACEA before the deadline. After approval of the list by the EACEA, the Coordinator will contact selected students to start up the inscription procedures and mobility arrangements (inviting letters to obtain visa e.g.).

Selection will be based on academic scores, reputation of the school or Institute / institution where the student has previously studied, language skills, country of origin (in order to promote geographical balance), motivation and other relevant criteria. Furthermore the recommendation letters will be taken into account (with as criteria the names and reputation of the referees, their knowledge of the student, their ranking of the student, their evaluation of the language and other capacities of the student).

The maximum number of students per cohort will be uploaded annually. For the beginning of the course it is settled to 25 students (scholarship holders + self-paying students).

4.5 Enrolment of FIPDes students

Students are enrolled at the institutes / institutions where they follow part(s) of the FIPDes course programme. Registration however always takes place administratively at the Coordinator's institution.

4.6 Subscription fees

The fees charged by institutes / institutions are different due to differences in national policies. However, all students will have to pay tuition fee to the consortium irrespective of their institutes / institutions of study. Within the consortium, arrangements have been made to divide the fee and additional costs over

institutes / institutions to ensure that all institutes / receive an appropriate amount of money (covering local tuition fees and compensation for additional activities for the FIPDes MSc Programme). The fee for category A students will be €8.000 per academic year whereas the fee for category B students will be €4.000 per academic year.

The subscription fees include the following costs of the students:

- Registration in two up to three institutes / institutions (on the base of the institutional university fees);
- Insurance coverage of student under the EM II programme according to the minimum requirements for the health and accident insurance coverage of Action 1 and 2.
- Costs of language courses if the student's level is inadequate with the needed proficiency
- Participation in joint introduction module at the start of the course (not the accommodation costs of the students during these events)
- Transfer of resources to selected institute/institution, whose amount is agreed and defined each year by the consortium, and whose purpose is to support the institutes 's academic cost or direct costs of students related to research thesis
- The extra costs for organising the joint master (in particular communication, development and maintenance of website, travel of International Advisory Board, exchange of staff members of the consortium for the consortium meetings, administrative support of the course)
- Travel of members of the student council, in case of creation of such a council

Every year the Consortium Committee will decide on the amount of the fees and on the distribution of the incoming money of the Consortium.

Other costs (rent housing during joint introduction module, internal mobility, eventually extra educational fees to be paid for use of library, sport courses, informatics or other services) are at the charge of the students and depends on the welcoming university. The FIPDes students have to cover their living and subsistence costs by themselves.

Subscription fees of all FIPDes students are paid to the account of AgroParisTech. The Coordinator will transfer the agreed institutional university fees to the accounts indicated by the respective institutes / institutions.

4.7 Education

All institutes / institutions are responsible to provide appropriate education, teaching and examination within the framework of FIPDes in correspondence with the educational responsibilities described in the Erasmus Mundus Programme Application Form for Action 1 for FIPDes as submitted on April 30th, 2010.

At the start of the FIPDes MSc Course, each student is interviewed by the mentor to ensure the study plan meets the needs of the student (tailor made programme) and that the study plan is also feasible. After one year of the study plan, there is a study advice in case progress is not good enough. Advice can be that special action should be taken or that the study should be stopped.

4.8 Mobility

The mobility system can be seen in the study structure (cf. Annex 3). The first study year is common for all the FIPDes students: they start with the joint introduction module, which is obligatory. Then they spent one semester at AgroParisTech and one semester at DIT.

The second study year (M2) offers three specialisation pathways (options) based on the partner universities' specificities. The orientation and selection of students will be made during M1 by the Consortium Committee.

Students will be divided over the institutes / institutions based on student's preference within the limitations of the set minimum and maximum numbers of students per institute / institution as a percentage of the total number of students in FIPDes, being 10% and 45% respectively. As far as possible,

in regards with the excellence criteria of candidates, the consortium will try to ensure a fair and equal repartition of the students among Institutions. Students in competition for the same mobility track will be selected on the base of their academic results of M1.

During the fourth semester, students will carry out the training research period which will lead to the writing of the Msc Thesis. Topics will be evaluated and selected by the EMMC consortium committee and will concern an R&D innovation study developed with the industrial partners and/or academic associate members. This training research period can thus be carried out within the Consortium or one of the Third Country associate members. The criteria for choosing are that it is relevant to the training research period position, and that it maximises the benefit for the student.

4.9 Transfer of credits

All partners use the ECTS system to describe the magnitude of the subjects. Each university will provide information on their national grading system which is used for translation of marks (Annex 9).

For each subject, the examination criteria of the host institute / institution where the subject is taken apply. For awarding the multiple MSc degree, the examination criteria of each of the host institutes / institutions apply. The consortium will advise the institutes / institutions on awarding the degree but the final decision is made by the institute / institution.

Marks are communicated to the executive team at Paris to be recorded in the general student monitoring database. Students will be given the opportunity to participate in (re-)examination of subjects of one institute / institution while they are staying at another institute / institution during their FIPDes MSc Course.

4.10 Passing exams

Examinations are fully recognised by all consortium institutes / institutions following the mutually agreed FIPDes regulations.

For the thesis defence, a common monitoring and joint evaluation procedure is organised by the supervisors.

4.11 Awarding the Master degree

All the successful students will get a multiple degree (double or triple)

Titles of Degree Awarded:

- AgroParisTech : Master en Sciences et Technologies du Vivant et de l'Environnement, Mention « Aliments et Bio-produits. Nutrition et Santé » (Sciences and Technologies for Living Matter and Environment, Major: Food and Bio-products, Nutrition & Health)
- DIT: M.Sc. in Culinary Innovation and Food Product Development
- UNINA: Corso di laurea in Scienze e Tecnologia Alimentari (Master in Food science and technology)
- Lund Univ: Master of Science

The degree is awarded by the institutes / institutions awarding the ECTS leading to the degree. After a student has successfully obtained credits according to the programme and after a successful defence of the Master dissertation, the Consortium Committee will recommend the relevant body of the institute / institution authorised to issue the respective degrees. Awarding the degree is based on mutual trust of the Partner institutes / institutions in the application of the commonly decided standards and quality criteria.

In addition a Joint Diploma Supplement for FIPDes course as a whole will be made. The Diploma Supplement will be signed by the coordinator of the FIPDes Consortium Committee. The Diploma Supplement will mention the name and the degree of the training in English. The Supplement will contain full transcript of all ECTS credits obtained during the master course and will mention the titles of the courses as used at the respective institutes / institutions. Each academic year, students will receive a copy of the transcript of records of the courses followed in that academic year. A legalised translation in

French, Italian or Swedish of the diploma can be obtained upon request and upon payment of a service fee.

4.12 Quality assurance & Quality assessment

Quality assurance will be based on both internal and external assessment measures. External quality assurance will be guaranteed by arranging periodic global evaluations, under the responsibility of the Consortium Committee. This evaluation will take place at mid term and at the end of the programme and the Consortium Committee will ascertain the involvement of extra members not regularly part of the Consortium Committee.

Internal quality mechanisms: each single course is evaluated after examination in the form of questionnaires to be filled out. One joint evaluation form for courses and the programme will be developed. Feedback seminars will be held at the end of each semester with the participation of students, teachers and administration.

4.13 Other responsibilities

All four institutes / institutions have considerable experience in welcoming and hosting international students. Information on facilities and services regarding visa application for third-country students and scholars and other matters related to studying at the FIPDes consortium can be found at the host institutes / institutions' websites. Each institute / institution has an office administering international student affairs, and each administration will support foreign students in their visa application process. Further, admitted students get information about housing facilities, welfare services and language courses. Overall, Erasmus Mundus students from elsewhere get special facilities and services so they can be successful in their studies. More detailed information per participating institute / institution is integrated in an FIPDes Student Handbook which will be added to the Consortium Agreement after approval by the Consortium Committee as Annex 12.

Article 5. Costs and financing

The costs of the FIPDes course are based on a number of fixed and variable costs. In addition, a number of scenarios with varying numbers of EU as well as third country students and varying distribution among institutes / institutions with higher or lower institutional fees were used to make a best estimate of the fees needed to cover the costs of FIPDes. The upper case and base case scenarios can result in either a surplus of income over costs or a deficit. Yearly adjustments in fees will be made to keep within budget or to compensate for likely events such as:

- Introduction of institutional fees in institutes / institutions currently not having such fees
- Yearly modification of some institutional fees

Yearly, a new budget will be composed, and proposed to the Consortium Committee for approval.

In case of surplus during the FIPDes period, the Consortium Committee will decide how to allocate these funds for the benefit of the FIPDes courses. In case of a surplus at the end of the FIPDes period, if any, this will be divided among the Partners in a way to be agreed upon by the Consortium Committee.

The financial arrangements will be as follows:

- All money (grants from EU, scholarships and subscription fees of students without scholarship, extra resources such as sponsoring) is transferred to the account of AgroParisTech, adequately labelled and solely reserved for the FIPDes Consortium.

From this account, the coordinator will proceed to the following (but non exhaustive) transfers of money to students or partners, or to direct payments:

- The scholarships to students (monthly scholarship, after deduction of travel- and subscription fee) are transferred on the personal European bank account of the student
- Insurance coverage of student under the EM II program according to the minimum requirements for the health and accident insurance coverage
- The administrative costs for running the program (secretary work, other administrative costs, management)
- All costs related to the scientific, academic or administrative coordination of the course
- Meetings of the Consortium Committee and other necessary mobility costs linked to practical organisation of the course
- Meetings of the Advisory Board, including travel and stay
- The institutional university fees charged per individual FIPDes student by the institutes / institutions where the student is studying. The institutional university fees being different from one institution to another, they may possibly be completed, on the basis of a yearly consortium decision, by an additional amount of money according to what overall FIPDes resources enable. Each Institute / Institution decides freely on how this amount is used within the Institute / institution. For all purposes EU FIPDes students will be regarded as regular EU students and third country students as regular third country students meaning that extra costs can only be charged to FIPDes students on the same basis as regular students.
- All organisational costs related to the practical organisation of FIPDes Master
- Any other costs decided upon by the Consortium Committee to be covered from the funds.

Financial and administrative coordination of the master course will be done by the FIPDes executive team of the course under supervision of the Coordinator. The Coordinator is keeping the accounts and reports regularly to the Partner institutes / institutions. The Consortium Committee decides every year on the proposed budget, the allocation of specific tasks and the spending of the money. Surplus money will be divided equally over the participating institutes / institutions based on number of students attending the institute / institution during the entire period the FIPDes is running. Unforeseen budget deficits, or deficits as a result of a low number of students in such a way that costs for the Consortium and the execution of the course can not adequately be covered from the student fees, will both be equally divided between the Partner institutes / institutions. The amounts mentioned in this agreement can be changed at any time on proposal of the Consortium Committee. All administrative and financial processes are described in the FIPDes financial and administrative handbook (Annex 6) as guideline for all procedures to be followed by the institutes / institutions. Student's obligations are defined in a Student Contract (Annex 7) that will be signed by both parties at the beginning of the programme.

Article 6. Liability

- 6.1.** Each Partner shall be solely liable towards the other Partners and towards third parties for loss, damage or injury resulting from its own actions in the execution of this Agreement. However, no Partner shall be responsible to any other Partner for indirect or consequential loss or damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.
- 6.2.** Each 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.
- 6.3.** With respect to any injury to any person or any damage to any property of any person occurring at any establishment of any of the Partners in the course or arising out of the execution of this Agreement, the Partner at whose establishment the injury or damage occurs, shall be solely responsible for the payment of compensation to such extent as this 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 any of the Partners, committed with the intention of causing harm to any person or property or with reckless disregard for the consequences of his act.

- 6.4.** Each Partner shall be solely liable for any breach of, or non-compliance with, its legal obligations arising from the present Agreement. If the Coordinator has to pay damages to the Commission due to such breach or non-compliance by a Partner, the Coordinator shall be entitled to full reimbursement from the Partner concerned.

Article 7. Entry into force and termination

This Agreement shall come into force as of the date of its signature but shall have retroactive effect from the commencement date of the FPA agreement by all the Partners and shall continue until the end of the agreements between the European Community and AgroParisTech within the framework of the action entitled: 'FIPDes – Erasmus Mundus Food Innovation & Product Design (framework Partnership agreement number 2011-0178 and all related specific agreements on for Erasmus Mundus Masters courses and Scholarships and other specific agreements signed on behalf of the Consortium.

This Consortium agreement is valid as long as contracts with the EU are binding the Partners. If this is not the case anymore, the Partners will decide in mutual agreement to continue this agreement or not.

If a Partner should want to leave the agreement before the end of the EU agreement, this Partner will discuss this with the Consortium and will have to follow the rules stipulated in the EU contract. This is not the case if the Partner should leave by force majeure.

Under all circumstances, even if a partner leaves the consortium, the FIPDes students currently enrolled at this partner institution must be given the possibility to finish their studies as previously agreed.

Article 8. Applicable law and Competent Court

This Agreement shall in all respect be in compliance with the terms of the related Framework Agreement and Specific Agreements and be governed by Belgian law. The settlement of any difference or conflict arising from or in connection with this Agreement shall be attempted by an amicable effort from the Partners. Only the Courts of Brussels are competent to decide on the disputes which remain unresolved. The FIPDes student is bound to the rules and regulations from the Institutes / institutions at which she/he is enrolled.

Article 9. Amendments

The Consortium Committee has the mandate to add amendments to this agreement when necessary. For all things not stipulated in this agreement the Consortium Committee can decide, subject to approval by the official bodies of the signing institutes / institutions and/or the EACEA. Formal approval by the Consortium Committee and subsequently, when applicable or appropriate, by the legal representatives of the Partners or the EACEA, including a thorough audit trail of all versions will be documented by the Coordinator.