



# MULTILATERAL FRAMEWORK COOPERATION AGREEMENT FOR THE UPWELLING NETWORK

**Date:**

**Place of signature:**

## PREAMBLE

WHEREAS the Signatories recognise the strategic importance of strengthening the Atlantic Area (AA) blue economy by closing the skills gap, improving access to marine testing infrastructures, retaining know-how generated during prototyping activities, and fostering transnational collaboration;

WHEREAS the European Union, through the Interreg Atlantic Area Programme 2021-2027, is co-financing the project **UPWELLING – Unlocking Potential for Workforce Excellence, Leadership, and Innovation in the Next-Gen Blue Economy** (EAPA\_0089/2024) from 1 September 2025 to 31 December 2027;

WHEREAS the UPWELLING project explicitly foresees the creation of a durable, open, transnational **UPWELLING Network** that shall continue beyond the lifetime of the funded project;

WHEREAS the Signatories wish to formalise their cooperation in a flexible framework that allows the progressive inclusion of new members and ensures the long-term operation of the Network;

THE SIGNATORIES HAVE AGREED AS FOLLOWS:

## Article 1 – Definitions

1.1 **Network:** the UPWELLING Network established by this Agreement.

1.2 **Signatories:** the entities that sign this Agreement (Founding Members), students, freelancers or individuals (Adherent individuals) and any entity that subsequently accedes to it (Adherent Organisations).

1.3 **UPWELLING Academy:** the training, hackathon, and knowledge-transfer pillar of the Network.



1.4 **Platform:** the digital infrastructure (website, database, learning management system, matchmaking tools, etc.) developed or adopted by the Network to list marine infrastructures, job offers, training modules, and collaboration opportunities.

## Article 2 – Purpose and Objectives

The purpose of the Network is, inter alia, to:

- (a) connect marine testing infrastructures, SMEs/start-ups, higher education and research organisations, skilled professionals, and public authorities across the Atlantic Area;
- (b) develop and deliver specialised training in emerging marine technologies through the UPWELLING Academy;
- (c) facilitate access to marine testing facilities and retain know-how generated during prototyping activities;
- (d) promote hackathons, proof-of-concept pilots, internships, and job placements;
- (e) increase ocean literacy and the attractiveness of blue careers;
- (f) ensure the long-term sustainability of the collaboration beyond the duration of the UPWELLING project.

## Article 3 – Membership

### 3.1 Categories of membership

- Founding Members (signatories of the present Agreement)
- Adherent Organisations (any legal entity that formally accedes after the signature date)
- Adherent Individuals (individuals, students)

### 3.2 Accession

Any legal entity/individual sharing the objectives of the Network may request adhesion by completing the accession form (Annex I) and obtaining approval by simple majority of the Steering Committee.

### 3.3 Withdrawal



Any Member may withdraw by giving one (1) month' written notice. Withdrawal shall not affect obligations incurred prior to the withdrawal date.

## Article 4 – Governance Bodies

### 4.1 General Assembly

- Composed of one representative per Founding Member
- Meets at least once per year (physically or remotely)
- Decides on strategic orientations, admission of new members, amendments to this Agreement, and dissolution of the Network
- Decisions are taken by simple majority except for amendments and dissolution (2/3 majority)

### 4.2 Steering Committee

- Composed of a maximum of 4 members elected (one per eligible country; Spain, Portugal, Ireland and France) by the General Assembly for a renewable 2-year term
- Ensures day-to-day coordination, proposes the annual work programme and monitors its execution
- Elects among its members a Chairperson and a Vice-Chairperson

### 4.3 Secretariat

- Hosted initially by the UPWELLING project coordinator (INNOVALIA ASSOCIATION or its legal successor) until the General Assembly decides otherwise

Responsible for administrative support, maintenance of the Platform, and communication.

## Article 5 – Commitments of Members

Each Member undertakes, according to its category and capacities, to:

- (a) Actively participate in the Network's activities;
- (b) Contribute to the updating of the Platform (infrastructure portfolio, training offers, job offers, etc.);



(c) Share non-confidential knowledge and best practices;

(d) Promote the Network and the UPWELLING Academy within its own networks;

## Article 6 – Resources and Financial Contributions

6.1 The Network is non-profit in nature.

6.2 After 31 December 2027, the Network shall be financed through:

- In-kind contributions (provision of training, infrastructure access, staff time)
- Public or private grants obtained collectively

## Article 7 – Intellectual Property and Know-How

7.1 Pre-existing IPR remains the property of each Member.

7.2 Results generated collectively within the Network (training materials, hackathon outcomes, Platform content) shall be reviewed and agreed upon by the participants, and made available under open or Creative Commons licences whenever possible, unless a specific restriction is justified and approved by the Steering Committee.

7.3 Specific collaboration projects (e.g., joint PoC between an SME and a marine infrastructure) shall be governed by separate bilateral or multilateral agreements.

## Article 8 – Data Protection

The processing of personal data within the Network and the Platform shall comply with Regulation (EU) 2016/679 (GDPR). The data controller shall be the entity hosting the Secretariat. The minimum data to be made public on the UPWELLING Platform will be defined and treated accordingly, and the Platform itself will provide clear information on how personal data are processed.

## Article 9 – Duration and Termination

9.1 This Agreement is concluded for an indefinite period.

9.2 It may be terminated by a 2/3 majority decision of the General Assembly.



9.3 Any Member wishing to withdraw from the Agreement shall follow the procedures set out in Article 6.

## Article 10 – Amendments

This Agreement may be amended by all Members that wish to remain in the Network.. Amendments shall enter into force upon signature by all Members or, for new Members, upon their accession.

## Article 11 – Settlement of Disputes

11.1 Any dispute arising from the interpretation or execution of this Agreement shall first be settled amicably within the Steering Committee.

11.2 Failing amicable settlement within three months, the dispute shall be submitted to mediation.

## Article 12 – Entry into Force

This Agreement shall enter into force on the date of its signature by the Founding Members. The agreement will be completed in multiple original copies in English (master version).

## ANNEXES

- Annex I – Accession Form