

Exhibit B



 **île de France**



Groupe d'Action Locale
PLATEAU DE SACLAY
— Porté par Terre&Cité —



Measure 19.03 "Preparation and implementation of LAG cooperation initiatives" - RDP of the Ile-de-France Region

Cooperation agreement forming part of the venture's implementation, entitled
"Climate and biodiversity solutions : Agricultural and natural spaces, keys to resilience"
Version 1.3 of May 18th, 2021

The undersigned, who represent the local action groups and regions organised according to the LEADER approach and their partners, commit themselves to the implementation of the cooperation project mentioned in the conditions of the venture, the principal features of which are described in the present cooperation agreement.

Between

Terre et Cité, represented by Mrs. Caroline Doucerain acting in the capacity of President, hereinafter referred to as the "LEAD Partner",
Terre et Cité
10 Avenue de la Division Leclerc
91 430 Igny, France
SIRET No. 440 607 307 00038

Name and contact details of the person in charge of monitoring the project :
Dorian SPAAK

10 Avenue de la division Leclerc, 91 430 Igny

Dorian.spaak@terreetcite.org

0659649744

And

The Santa Clara Valley Open Space Authority represented by Mrs. Andrea Mackenzie acting in the capacity of General Manager, hereinafter referred to as "OSA",

Santa Clara Valley Open Space Authority

33 Las Colinas Lane

San Jose, CA 95119

Tel: (408) 224-7476

Fax: (408) 224-7548

Name and contact details of the person in charge of monitoring the project :

Marc Landgraf, External Affairs manager

33 Las Colinas Lane

San Jose, CA 95119

mlandgraf@openspaceauthority.org

+1 408-754-4512

And

Having regard to Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions relating to the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development, and the European Fund for Maritime Affairs and Fisheries;

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Having regard to Regulation (EU) No 1305/2013 of the European Parliament and of the Council of 17 December 2013 on support for rural development by the European Agricultural Fund for Rural Development (EAFRD) and repealing Regulation (EC) No 1698 / 2005 Council; including section 44.

Having regard to the Ile-de-France Regional Rural Development Program approved by the decision of the European Commission (5658) on August 7, 2015;

Having regard to the agreement and its appendices relating to the implementation of Local Development led by Local Stakeholders within the context of the Rural Development Programme of the Ile-de-France Region of the Local Action Group (LAG) of the Plateau de Saclay, signed on 26 / 04 / 2016 and its action sheet n°IV of appendix 6 dated 26 / 04 / 2016.

Having regard to the deliberation / decision of "the OSA" on a to-be-determined date in 2021 authorizing the implementation of the cooperation operation.

Having regard to the decision of the LAG Programming Committee at a to-be-determined date in June, 2021, authorising the cooperation venture associated with "the OSA".

Monitoring 19.3 TO (Type of Operation) issues at a national level:

The French LAG (Local Actor Group) contact no. (French LEAD Partner or French contact if the LEAD Partner is foreign) and the project no. of the LAG assigned to guarantee the monitoring of collaborative issues: Dorian SPAAK +33659649744, General Coordinator of the LAG of the Plateau de Saclay code n° 097.

It is hereby agreed as follows:

Article 1: Subject of the cooperation agreement

The present agreement defines the arrangements for cooperation between the above-mentioned "LEAD Partner", and the OSA in the venture. It defines the signatories' respective obligations and responsibilities within the context of the implementation of the abovementioned venture.

The official language of this cooperation agreement is English.

Article 2: Duration of the cooperation

The cooperation agreement covers the period from June 1st, 2021 to November 10th, 2022. The details of the programme's schedule are laid out in Appendix 1.

Article 3: Presentation of the cooperation project and its financial arrangements

3.1 Presentation of the cooperation project

The cooperation project aims to organize conferences related to Climate and biodiversity solutions: Agricultural and natural spaces, keys to resilience.

The project is described in details in Appendix 1.

3.2 Financial arrangements of the cooperation project

The cooperation project is based on a provisional budget arranged between the partners, a detailed breakdown of which is provided in Appendix 2.1.

The details of expenditure required for the implementation of the cooperation project are laid out in Appendix 2.2.

The budget and provisional expenditure may be adjusted in the course of the implementation, with the written consent of the present agreement.

3.3 The Steering Committee for the Cooperation project

The LEAD Partner is to establish a Steering Committee, which is to be responsible for ensuring that the implementation of the cooperation project meets its required deadlines, and remains within its budget and its aims until the projects obligations are concluded. Its meetings are to be arranged at the instigation of its members whenever these are deemed necessary with the aim of a minimum of 2 meetings per year.

Article 4: The Obligations and responsibilities of the "LEAD Partner"

The LEAD partner is responsible for implementing initiatives which have been planned in conjunction with the other partners, according to the arrangements laid down in the present

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agreement. The LEAD partner is responsible for coordinating the project, and must :

- Lead and coordinate the development of the project for cooperation, which includes the drafting of the cooperation agreement;
- Lead and coordinate the implementation of the project for cooperation and the allocation of responsibilities between the individual partners;
- Organise the steering committee;
- Prepare reviews and progress reports;
- Monitor and regularly update the action plan and the financial model. The LEAD Partner ensures that the parties accept each update. It ensure the updated version is accessible to the LAGs and to the partners' managing authorities;
- Ensure that local initiatives are consistent with the scope and objectives of the project;
- Develop and coordinate communications related to the project.

Should the LEAD partner submit a request for support under measure 19.3 of the RDP, he remains responsible for the implementation of his venture and must fulfil his obligations towards the LAG to which he has been assigned and towards the managing authority to which he is accountable.

Article 5: The obligations and responsibilities of the OSA

Each of the partners is to implement initiatives which have been planned in conjunction with the LEAD partner and with the other partners in accordance with the arrangements and deadlines laid out in the cooperation agreement. The partners should:

- Perform the tasks assigned to them in Appendix 1;
- Inform the LEAD Partner of any changes that may affect the assigned tasks;
- Take part in the steering committee.

Article 6: Local Action Group or group of public and private local partners

Each of the above-mentioned partners is to be affiliated with a Local Action Group (LAG) or be advised by an informed public or private body. The affiliated body is to provide input the smooth running of the project for cooperation.

The Open Space Authority is governed by its Board of Directors, a publicly elected body, which provides oversight and governance related to carrying out the agency's mission. The Open Space Authority's work is informed by its Citizens' Advisory Committee, which is a committee of the Board of Directors, and comprised of private citizens, that will be able to provide input on the partnership defined by this Agreement.

Article 7: Modifications to the cooperation agreement

7.1 - General modifications

The present cooperation agreement may be subject to modifications in the form of amendments, at the instigation of one of the signatory partners. The amendment should be signed by all the partners involved. Modifications in the number of partners must be the subject of an amendment.

7.2 – Modifications of the appendices (description of the project and financial arrangements)

The appendices referred to in Article 9 set out the details of the provisional cooperation project. Thus, the modifications of these appendices do not require an amendment to this agreement. However, the modifications of these appendices are compiled in real time by the LEAD Partner, who ensures that they are accepted by all the signatory partners of this agreement. The updated appendixes must be available to be provided to a partner's LAG or managing authority at any time during the lifetime of the cooperation project.

7.3 – Clause allowing the integration / defection of partners

Specifications for the integration of a new partner: for the integration of new partners, the written agreement of all the initial and new partners of the project will be required as well as information on the financial modifications induced by this integration. The managing authority, the Ile de France Region, will be kept informed of these developments.

Procedures in the event of a partner's defection: in case of a partner's defection, the written agreement of all the initial partners will be requested, as well as information on the financial changes resulting from the defection.

Article 8: Dealing with disputes

In the event of disputes, the lead partner and the partners are to seek an amicable solution.

Article 9: Appendices

Attached to this agreement and forming an integral part of the latter are the following documents:

Appendix 1: An introduction to the cooperation project

Annex 2: Budget

Annex 2.1: Details of each partner's financial commitment

Annex 2.2: Details of the finance required from each partner to fund the venture

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Signatures to the cooperation agreement

Date, capacity and signature of the legal representative of the LAG du Plateau de Saclay, LEAD Partner

Date, capacity and signature of the legal representative of the OSA

Appendix 1 – An introduction to the cooperation project

1.1. The project's objectives

Terre et Cité (T&C), the Santa Clara Valley Open Space Authority (OSA), The University Paris-Saclay, the Nature Conservancy (TNC), and the EIT Climate KIC organise together a series of short seminars to assess how agricultural and natural spaces on urban edges (i.e., peri urban areas) can contribute to sustainable management and socioecological resilience, and clarify the role that research can play in this regard.

Students, academics and all those who want to deepen their reflection about resilience / sustainability of peri urban open spaces, are invited to attend and take part in these conferences.

Recognized experts, with experience leading research projects together with local stakeholders, and practitioners of both regions will present the main concepts, and issues of their applied research, its practical application in the landscape, and in public policy design and implementation.

1.2. Initiatives planned

The project is organized around three main phases :

- The first phase has already been implemented in January 2021, in the format of an introductory webinar of 1h20 for students, academics and non-experts. This webinar was composed of several modules so that it can be used in several formats and time frames if desired. This introductory webinar was aimed at introducing the subject, but also testing the interest of the audiences and to assess the relevance of setting up a full-fledged cooperation project among the partners. It fulfilled its objectives, with more than 300 live participants and more than 1600 viewers after one month of access on social media.
- The second phase will be a series of 3 thematic virtual seminars of 2 hours, with presentations from California and France, throughout 2021. These seminars will compare and contrast public policies on environmental and agricultural conservation at

urban edges in the two regions, will highlight the role of research in policy conception, monitoring and the potential for natural and agricultural spaces to contribute to global environmental issues, such as climate resilience and biodiversity conservation.

- The third phase of the project will aim at comparing further the open space preservation dynamics of the Plateau de Saclay and the Santa Clara Valley, with the study carried on by Marie Jussaume, currently PhD student studying urban planning at the Sorbonne University.

1.2.1. Joint initiatives

The conferences planned in the current phase will address the following question : Contribution of agricultural and natural spaces to local resilience and sustainability around cities: who is involved and how are they addressing, in a cooperative fashion, the global environmental issues at the local level ?

Students, academics and all those who want to deepen their reflection about resilience / sustainability of urbanizing landscapes, are invited to an introductory webinar.

Recognized experts, with experience leading research projects together with local stakeholders, and practitioners of both regions will present the main concepts, and issues of their applied research, its practical application in the landscape, and in public policy design and implementation.

In order to support the development of these conferences and to further develop the partnership among the partner regions the cooperation project will support the work of Marie Jussaume, currently PhD student from Sorbonne University. The project will also support some staff costs dedicated to the development of the partnership and the emergence of further cooperation actions.

1.2.2. Local initiatives

An overall cost at the expense of the LEAD partner, is planned for photos and videos that highlight the partnership and the actions led on the Plateau de Saclay in the cooperation project, to facilitate the exchange and comparison with Silicon Valley.

1.3. Duration of the project's implementation and time frame

The second phase identified in section 1.2 is expected to take place from October 2021, and two further conferences would be organized before the end of 2021. The development of the partnership will keep going in the 2022, with further communications with Marie Jussaume in the frame of her PhD work.

1.4 Role of each of the partners in relation to the principal activities

Terre et Cité coordinates the overall cooperation project, in partnership with the OSA, and with the support of the University Paris-Saclay, the Nature Conservancy (TNC), the Region Ile-de-France, the Département de l'Essonne and the EIT Climate KIC.

Terre et Cité is in charge of the overall project theme, contents and partnership coordination, and more specifically engaging all partners from France and Europe.

The OSA contributes to the project only in terms of human resources and time. The OSA chooses the partners and the strategic orientations of the project in California, and maintains the dynamics among partners in California. The OSA has a say in the overall project strategy, theme and content.

Annex 2 - Budget

2.1. Details of each partner's financial commitment

Complete a separate table for each item of expenditure

Partner/ item of expenditure	Joint Initiatives										Total
	Graphic design	Communi- cation	Translation	Printing	Project coordination – theme and contents (bill)	Technical support for conferences	Project coordination (salary)	Content creation (salary) – Marie Jussaume	Facilitation of the conferences	Photos and videos	
Terre et Cité	€ 855	€ 1 235	€ 10 480	€ 2 570	€ 13 000	€ 2 700	€ 36 500	€ 10 000	€ 3 240	€ 2 130	€ 82 710
OSA	€ 0	€ 0	€ 0	€ 0	€ 0	€ 0	€ 0	€ 0	€ 0	€ 0	€ 0
Total	€ 855	€ 1 235	€ 10 480	€ 2 570	€ 13 000	€ 2 700	€ 36 500	€ 10 000	€ 3 240	€ 2 130	€ 82 710

2.2. Details of the finance required from each partner to fund the project

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Partner/financial backers	Self-funding	EAFRD/LEADER	Other public funding from France	<i>Département</i> de l'Essonne	Private contrib.	total
Terre et Cité	€ 0	€ 49 626	€18 084	€ 15 000		€82 710
OSA	€ 0	€ 0	€ 0	€ 0		€ 0
Total	€ 0	€ 49 626	€18 084	€ 15 000	€ 0	€82 710