

REPÚBLICA DE CHILE
UNIVERSIDAD DE SANTIAGO DE CHILE
DEPARTAMENTO DE RELACIONES INTERUNIVERSITARIAS E
INTERNACIONALES

APRUEBA CONVENIO ENTRE LA UNIVERSIDAD DE
SANTIAGO DE CHILE Y FH JOANNEUM GESSELLSCHAFT
MBH.

Santiago, 004586 08.07.19.

VISTOS: El DFL. N° 149 de 1981, del Ministerio de Educación, y
la Resolución N° 1600, de 2008, de la Contraloría General de la República.

CONSIDERANDO:

La importancia para la Universidad de Santiago de Chile de
promover la cooperación académica e interinstitucional e internacional y fomentar las relaciones bilaterales de carácter
académico.

RESUELVO:

APRUEBESE el convenio, suscrito entre la Universidad de
Santiago de Chile y Fh Joanneum Gessellschaft mbH, Austria con fecha 13 de Febrero de 2019 y cuyo texto es el
siguiente:

Partnership Agreement
AGREEMENT NUMBER – 2018 – 2494/001-001
Project Reference Number 598758-EPP-1-2018-1-AT-EPPKA2-CBHE-JP
Innovative Teaching across Continents: Universities from Europe, Chile and Peru on an Expedition (InnovaT)

The present Partnership Agreement, hereinafter referred to as "the Agreement", is made and entered into by and between,

FH JOANNEUM Gesellschaft mbH
Alte Poststraße 149
8020 Graz, Austria

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by o. Univ.-Prof. DI Dr. Karl P.
Pfeiffer and Mag. Martin Payer, MBA, Managing Directors, the legal representatives,

and the following beneficiaries:

- UNIVERSIDAD CARLOS III DE MADRID – located in SPAIN
- STICHTING NHTV INTERNATIONALE HOGESCHOOL BREDA – located in THE NETHERLANDS
- UNIVERSIDAD DE PIURA – located in PERU
- UNIVERSIDAD CATOLICA SAN PABLO – located in PERU
- UNIVERSIDAD DE LIMA – located in PERU
- UNIVERSIDAD DE SANTIAGO DE CHILE – located in CHILE
- UNIVERSIDAD VINA DEL MAR – located in CHILE
- UNIVERSIDAD AUSTRAL DE CHILE – located in CHILE

hereinafter referred to as the "beneficiaries", represented for the purposes of signature of this Agreement by their legal representatives,
according to the Mandates previously signed and attached to the Grant Agreement (here in Annex II).

Where a provision applies without distinction to the "coordinator" and the "beneficiaries", for the purpose of this Agreement they will be
collectively referred to as the "beneficiaries".

The parties hereby have agreed as follows:

Article 1
Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations,
and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ action **Innovative
Teaching across Continents: Universities from Europe, Chile and Peru on an Expedition (InnovaT)** (hereinafter referred to as
the "project").

1.2 The coordinator and the beneficiaries, undertake to do everything in their power to carry out the work programme forming the
subject of this Agreement, which falls within the framework of the Grant Agreement 2018 – 2494/001-001, concluded between the
coordinator as legal representative of the partners and the Education, Audiovisual and Culture Executive Agency (hereinafter referred
to as the "Executive Agency" or "EA"), related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).

1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2 **Duration**

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency or the complete fulfilment of all obligations undertaken by the Parties under this Partnership Agreement depending on which occurs later. All provisions of this Agreement which by nature should survive the termination of this Agreement shall so survive such termination. This shall include without limitation the provisions relating to results, reimbursements and the like, and confidentiality, for the time period mentioned therein, as well as for liability, and applicable law, all of this Agreement.

Article 3 **Obligations and responsibilities**

3.1 General obligations and role of the beneficiaries (including the coordinator).

The beneficiaries:

- (r) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (s) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (t) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (u) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (v) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.
- (w) shall enter into a subcontract or otherwise involve third parties only in accordance with the Grant Agreement and remain responsible for carrying out its relevant part of the and for such third party's compliance with the provisions of this Agreement and of the Grant Agreement.
- (x) shall ensure that the involvement of employees, third parties, etc. does not affect the rights and obligations of the other parties under this Agreement and the Grant Agreement shall, to the fullest extent they can lawfully do so, ensure that it can grant rights and fulfil the obligations under the Grant Agreement and this Agreement notwithstanding any rights of its employees or subcontractors in results so created.
- (y) shall work together to establish a list which shall specify all rights of ownership and use of pre-existing industrial and intellectual property rights to disclose it to the Executive Agency (Grant Agreement Art II.8).
- (z) shall be especially aware of the rules laid down in the Grant Agreement concerning the award of contracts (e.g. Art I.10.1, Art II.9, Art II.10) and shall especially ensure that the conditions applicable to them under Articles II.3 (Liability for Damages), II.4 (Conflict of Interest), II.5 (Confidentiality), II.8 (Pre-existing Rights and ownership and use of the results) and II.27 (Checks, Audits and Evaluation) of the Grant Agreement are also applicable to a contractor and that the contractor has no rights vis-à-vis the Executive Agency.
- (aa) are aware that the allocation of project funding is subject to the receipt by the coordinator of the respective project funding from the Executive Agency.
- (bb) are aware that all payments shall be regarded as advances pending explicit approval of the final report, the corresponding cost statement and the quality of the results of the project and that all payments may be subject to reclamation, reimbursement, etc. in the case the Executive Agency or any other competent authority does not approve a certain cost-position or rejects output of the project, due to a lack of quality or other reasons.
- (cc) understand, that even if a personal result is sufficient for the approval by the Executive Agency the whole amount paid to a party may be subject to reclamation, if the Executive Agency does not approve the project's results itself.
- (dd) are aware that recoveries may also take place after the payment of the balance.
- (ee) are aware of the fact that the coordinator will not compensate for the ineligibility of costs e.g. caused by any violation of the Grant Agreement or this Agreement.
- (ff) are aware that in case of recovery, reclamation, etc. the beneficiary which received the amount to be repaid shall repay the amount due without any delay. If not stipulated otherwise by the coordinator or the competent authority repayments must be made within 7 calendar days from the request to the coordinator, after which interest will be charged in accordance with § 456 UGB. In case another beneficiary repays the amount, especially because the beneficiaries possibly function as a joint and

several debtor vis a vis the Executive Agency, the beneficiary which received the amount to be repaid shall indemnify, make good, save and hold harmless the other beneficiary without delay. In case the amount to be repaid cannot be attributed to a specific beneficiary or in case of bankruptcy or insolvency of a beneficiary and the like, the other beneficiaries shall cover the amount according to their subsidy shares, but shall have the right to recover the money from the affected beneficiary.

- (gg) are aware of the rights granted to the European Union in the Grant Agreement (e.g. Art 1.7, Art. 11.8) concerning the results of the project and any pre-existing industrial and intellectual property rights, which have been included in the results, and warrant that they will meet their respective obligations and shall implement the necessary measures.
- (hh) are aware that the coordinator is entitled to withhold payments if they have not signed this Agreement, fail to perform any obligations under the present Agreement or the Grant Agreement, in case of recoveries, or if a beneficiary is suspected of unlawful use of project funding.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (k) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (l) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (m) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (n) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries in accordance with the dispositions for payments laid down in Art 5 of this Agreement and shall be entitled to recover any payments already paid to a defaulting beneficiary or withhold any payments especially in cases of non-delivery of results and/or reports, any other failure to perform duties according to the Grant Agreement or this Agreement, outstanding claims concerning the repayment of grant amounts, or if suggested by the EA or other competent authorities;
- (o) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (p) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article 1.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (q) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article 1.4 of the Grant Agreement;
- (r) provide one copy of this Agreement duly signed to each beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (s) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the various reports templates and any other relevant document concerning the project.
- (t) transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time (at least 45 days prior to the expiration of the official deadline) to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement or this Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) submit every 6 months to the coordinator internal reports with financial statements and all other reporting requirements and supporting documents including a technical report as laid out in the Grant Agreement and/or specified by the coordinator as prerequisite for the transfer of financing by the coordinator as stipulated in Art 5 of this Agreement;
- (e) ensure an adequate and orderly accounting of their project activities, and assume the sole respective liability also for the ineligibility of expenses and costs
- (f) provide the coordinator without delay with any other information or documents it may require and which are necessary for the management of the project;
- (g) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (e) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

Article 4 Financing the action

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to **EUR 992.962,-** and shall take the form as stipulated in Annex III of the Grant Agreement.

4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay

4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.

4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement.

Article 5 Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary to the accounts communicated by the beneficiaries when all necessary prerequisites are met.

5.2 To avoid lengthy recovery procedures concerning the repayment of grant amounts in cases of non-eligibility of costs and the like, and any liability of parties for the repayment of grant amounts received by another party the transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

With the exception of costs pertaining to equipment the grant shall be transferred as follows:

The coordinator will transfer to the respective account of each beneficiary as stated within the Grant Agreement signed with the Agency:

7. Upon entry into force of the agreement (after both parties signed the agreement), a pre-financing payment of 25% of the maximum amount of the grant (except costs pertaining to equipment and costs according to 5.) will be paid to each beneficiary to the respective account.
8. A second pre-financing of maximum 25% of the grant (except costs pertaining to equipment and costs according to 5) will be made by the coordinator to the beneficiaries 7 months after project start subject to the receipt and acceptance of the necessary and correct documentation by the respective beneficiary.
9. A third pre-financing of maximum 30% of the grant (except costs pertaining to equipment and costs according to 5) will be made by the coordinator to the beneficiaries after the acceptance of the interim progress report (subject to having used at least 70% of the previous pre-financing instalments paid, subject to the receipt of documents specified in Article II.23 of the Grant Agreement).
10. Pre-financing-grant amounts for the coverage of costs for the purchase of equipment shall be transferred after the receipt of the necessary documentation concerning the award of the contract in compliance with the Grant Agreement and this Agreement and justified by the documentation requested by the coordinator and the respective invoice.
11. The Costs for Catering (and possible joint local transportation) in connection with project meetings shall be borne by the organizing beneficiary. The costs will be covered by the budget allocated to "Cost of stay". 20% of the respective "Cost of Stay" budget will be reserved by the coordinator for this purpose, thus only 80% of the respective budget will be transferred. The costs for catering will be reimbursed with the instalments following a meeting, up to the amount reserved by the coordinator. Possible unused budget will be reimbursed through the final payment proportionally to the beneficiaries according to the actual "costs of stay".
12. The final payment (payment balance) will be made after the end of the project by the coordinator to the beneficiaries, subject to the acceptance of the final report and the balance established by the EA. In accordance with Articles II.23, 24, 25 of the Grant Agreement it will be subject to the receipt of the following documents: 1) Technical report providing details of the implementation and results of the action; 2) Financial statement. Approval of the request for payment of the balance and of the accompanying documents shall not imply recognition of the regularity or the authenticity, completeness and correctness of the declarations and information it contains. In case of rejection of expenses incurred by a beneficiary by the EA, the payment of the balance will be reduced respectively.

The coordinator reserves the right to withhold any payments to all beneficiaries for as long as a party has not repaid any excessively received grant amounts, since the beneficiaries function as a joint and several debtor vis a vis the EA and thus are all liable for the repayment of excessively received grant amounts.

5.3 Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed to the coordinator immediately after the end of the project's contractual period.

5.4 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the following procedure will apply:

the beneficiary(ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator immediately according to the present Agreement and the Grant Agreement.

5.5 The costs of financial transfers and account management shall be borne as following:

All Costs shall be borne by the beneficiary receiving the grant amount. In case of repayments, reimbursements and the like the costs shall be covered by the beneficiary repaying the grant amount or responsible for the payment. Likewise, account administration charges have to be borne by the respective holder of an account.

5.6 Currency risks shall be borne by the beneficiary receiving a grant amount. All respective payments by the coordinator shall be executed in EURO according to the budget approved by the EA and in accordance with the Grant Agreement and the present Agreement. The coordinator thus does not adjust any payments in case of currency fluctuations.

Article 6 Reporting

6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator every 6 months with all necessary information and copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement or required by the coordinator. The beneficiaries shall also submit every 6 months all documents according to the audit requirements laid down in the Grant Agreement and to the project and financial guidelines. If one or more of the beneficiaries is late in submission of any project deliverable, especially reports, the coordinator may nevertheless submit the other beneficiaries' deliverables and all other documents required by the Grant Agreement to the EA in time.

6.2 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.

If the local currency is not the EURO, the applicable exchange can be found at:
http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm

6.3 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement (Art II.27.2). The coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and other relevant documents such as possible Project and Financial Guidelines for the Use of the Grant.

Article 7 Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, and in possible Project and Financial Guidelines for the Use of the Grant).

7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will

- apply the unit costs amounts defined in the Erasmus+ Programme Guide
- Still, beneficiaries also need to report their actual costs to the coordinator for controlling and audit purposes. They need to be able to show negative or positive differences due to the unit costs applied. Actual costs exceeding reimbursements based on unit costs shall be borne by the beneficiary concerned.

7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of possible Guidelines for the Use of the Grant.

7.4 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8 General administrative provisions

8.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator:
P1 - FH JOANNEUM UNIVERSITY OF APPLIED SCIENCES
Ligia Franco Pasqualin, MA, MBA
Eggenberger Allee 11, 8020 Graz, Austria
ligia.pasqualin@fh-joanneum.at

For the beneficiaries:

P2 - UNIVERSIDAD CARLOS III DE MADRID
Prof. Dr. Carlos Delgado Kloos
Av. Universidad, 30 · E-28911 Leganés, Madrid, Spain
cdk@it.uc3m.es

P3 - STICHTING NHTV INTERNATIONALE HOGESCHOOL BREDA
Liliya Terzieva
Mgr. Hopmansstraat 1 4817JT BREDA, The Netherlands
terzieva.L@nhtv.nl

P4 - UNIVERSIDAD DE PIURA
Sofia Wong
Pasaje Mártir José Olaya 162. Lima 18, Peru
sofia.wong@udep.pe

P5 - UNIVERSIDAD CATOLICA SAN PABLO

Maria Alejandra Maldonado Adrian
Urb. Campiña Paisajista S/N Quinta Vivanco - Barrio de San Lázaro, Arequipa, Peru
mmaldonado@ucsp.edu.pe

P6 - UNIVERSIDAD DE LIMA
Ana Cecilia Villacorta
Avenida Javier Prado Este N.º 4600, Distrito de Santiago de Surco, Lima 33, Peru
avillaco@ulima.edu.pe

P7 - UNIVERSIDAD DE SANTIAGO DE CHILE
Dr. Francisco Castaneda
Avenida Libertador Bernardo O'Higgins 3363, Santiago de Chile, Chile
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P8 - UNIVERSIDAD VINA DEL MAR
Merixell Calbet Montcusi
Diego Portales, 90, 2580022 Viña del Mar, Chile
mcalbet@uvm.cl

P9 - UNIVERSIDAD AUSTRAL DE CHILE
Janet Cadiz
Independencia 631, Valdivia, Chile
janet.cadiz@uach.cl

8.2 Any changes to the above information should be communicated in a timely manner.

Article 9 Promotion and visibility

9.1 The coordinator and the beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.3, I.10.4 and I.10.9 of the Grant Agreement and other relevant guidelines.

Article 10 Confidentiality and data protection

10.1 The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement and in accordance with the GDPR and all other applicable data protection legislation. In particular, the parties will implement the necessary technical and organizational measures, but in any case ensure that the persons authorized to process the data have or are committed to unrestricted confidentiality. In any event, the use of processors, in particular cloud providers, instant messaging services and e-mail providers, must comply with Article 28 GDPR. The processing of data outside the EU shall only be admissible when the necessary prerequisites according to the applicable legislation are met. The parties undertake to conclude appropriate further agreements (eg according to Art. 26 or Art. 28 GDPR) if necessary.

Article 11 Ownership and property rights

11.1 Notwithstanding Article I.7 of the Grant Agreement and other mandatory provisions stipulated in the Grant agreement concerning Results the following shall apply.

Results shall be owned by the Party whose employee(s) generated such Results, or on whose behalf such Results have been generated.

Where Results are generated from work carried out jointly by two or more Parties and if the contributions to or features of such Results form an indivisible part thereof, such that under applicable law it is not possible to separate them for the purpose of Exploitation, those Parties shall jointly own equal undivided shares in that Results, and shall be free to Exploit the Results, without payment of compensation to any other such Party.

Access Rights to Results and pre-existing rights for the implementation of the project are granted, on a royalty-free basis to and by all parties, and shall either terminate automatically upon completion of the project or upon termination of a party's participation, unless the remaining parties need Access Rights for a longer period as to successfully implement the project or the Grant Agreement provides for a longer period.

The parties shall be – concerning the results they own – completely free to pursue any further activities including but not restricted to publications, follow up projects (funded or not) or continual development thereof.

The Parties shall disseminate the Results in particular according to the GA. They shall take care that the publications do not negatively affect the interests of other Parties, e.g. lead to the publication of Confidential Information. In case a Party wishes to include in a Dissemination activity another Party's Results (which are not publically available), and/or Confidential Information, it needs to first obtain that Party's prior written approval.

11.2 Materials already developed and brought in (background) may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled

beforehand.

11.3 According to Art 1.7 of the Grant Agreement all materials produced under the scope of the Action must be made available for the public, in digital form, freely accessible through the internet under open licenses. The parties shall decide on the matter in the Steering Committee.

Article 12 Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students. Subject to the provisions of Art 12.2 and 12.3 of this Agreement, the aggregate liability of one party to the other party collectively in respect of any and all such claims shall not exceed the sum of each party's share in the grant. The preceding exclusions and limitations stated shall not apply in respect of any: wilful misconduct, recoveries, refunds, reimbursements etc. of grant contributions; penalties according to the Grant Agreement; grant amounts reduced due to another party's fault, fraud; death, injury to natural persons. The parties shall never be liable for, if not stated explicitly otherwise in this Agreement and subject to Art 12.2 and 12.3 of this Agreement: loss of profits, revenue, income, interest, savings, shelf-space, production and business opportunities; lost contracts, goodwill, and anticipated savings; any type of indirect, incidental, punitive, special or consequential loss or damage. The coordinator shall not be liable for losses that result from a delayed disbursement of grant contributions to the coordinator.

12.2 Each contracting party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said contracting party's obligations by it or on its behalf under this Agreement or from its use of project results or pre-existing IPR. The contracting party responsible for any loss, damage or injury to third parties shall indemnify other contracting parties not responsible, if the third parties make claims on such parties. Limitations or exclusions of liability shall in this case not apply.

12.3 Each beneficiary agrees to indemnify the coordinator, in case of any action, complaint or proceeding brought by the funding authority or related entities (Commission, OLAF, auditors, etc.) against the coordinator as result of damage caused, either by any act or omission committed by the beneficiary in performing its obligations. Limitations or exclusions of liability shall in this case not apply.

Article 13 Conflict of interest

13.1 The coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article 11.4 of the Grant Agreement.

Article 14 Working languages

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 Steering Committee and Conflict resolution

15.1 The Steering Committee shall consist of one representative of each party (hereinafter referred to as "Member"). The coordinator shall chair all meetings of the Steering Committee. The coordinator shall convene meetings at least once a year. The coordinator shall give notice in writing of a meeting to each Member as soon as possible. It shall prepare and send each party a written agenda no later than 10 calendar days preceding the meeting.

Meetings may also be held by teleconference or other telecommunication means. The coordinator shall produce written minutes of each meeting. The minutes shall be considered as accepted if, within 10 calendar days from sending, no party has sent an objection in writing to the coordinator with respect to the accuracy of the draft of the minutes.

Each party shall have one vote. Defaulting Parties may not vote. Defaulting Party means a party which the Coordinator has identified to be in breach of this Agreement and/or the Grant Agreement. The Steering Committee shall not deliberate and decide validly unless 1/2 of the parties are present or represented (quorum). If the quorum is not reached, the coordinator shall promptly convene another meeting within 15 calendar days. If in this second meeting the quorum is not reached than this second meeting shall be entitled to decide even if the quorum is not reached.

Decisions in the Steering Committee shall be taken by an absolute majority of the votes cast. Any party may add an item to the original agenda provided all parties are present and all parties agree to add an agenda item.

A Party which can show that its own work, time for performance, costs, liabilities, Intellectual Property Rights, or other legitimate interests would be severely affected by a decision of the Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision. A party may veto such decision within 10 calendar days after the draft minutes of the meeting have been sent. A party may not veto decisions relating to its identification as a Defaulting Party.

The Coordinator may veto any decision that may violate the stipulations of the Grant Agreement, this Agreement and/or the successful

implementation of the project. Decisions violating Grant Agreement and/or this Agreement shall not be valid.

The Steering Committee is not authorized to amend or modify this Agreement.

Any decision may also be taken without a meeting if the coordinator circulates to all parties a written document (including e-mail) which is then agreed by the defined majority. Such document shall include the deadline for responses.

15.2 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.3 Disputes should be addressed in writing to the project Steering Committee, that will try to mediate in order to resolve the conflict.

Article 16 **Applicable law and jurisdiction, other**

16.1 This Agreement is governed by the Austrian law excluding its reference provisions and CISG, being the law of the coordinator's country.

16.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country. The Courts of Graz (Austria) shall have sole competence to rule on any dispute concerning this Agreement.

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

16.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

16.6 No beneficiary shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium, unless explicitly provided for in this Agreement or the Grant Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 17 **Termination of the Agreement**

17.1 In the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project according to Art II.16.2, upon formal written authorisation by the Executive Agency.

17.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

17.3 The participation of a beneficiary shall also be deemed as terminated if the EA terminates the Grant Agreement in accordance with Art II.16.3 of the Grant Agreement with regard to the beneficiary.

17.4 Termination shall not affect any rights or obligations of a beneficiary leaving the consortium incurred prior to the date of termination, unless otherwise specified in the Grant Agreement. A beneficiary leaving the consortium shall refund without undue delay all payments it has received except the amount of contribution accepted by the EA and shall grants rights to its results and pre-existing IPR as necessary for the successful implementation of the project.

Article 18 **Force Majeure**

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

18.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 19 **Amendments**

19.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of all parties. No oral agreement may bind the parties to this effect.

19.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 20 **Annexes**

Annex I – Budget/Expenditure/Co-financing breakdown per partner and budget category.

Annex II – Link to project online drive to the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment

Annex III – Guidelines for the Use of the Grant (Link)
Annex IV – Individual Bank account of each beneficiary organisation (link)
Annex V – Reporting forms (link)

Article 21

Signatures P2 - UNIVERSIDAD CARLOS III DE MADRID

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
The legal representative

o. Univ.-Prof. DI Dr. Karl P. Pfeiffer and Mag. Martin Payer,
MBA Managing Directors

Signature and stamp
Done in Graz

Date

For the Beneficiary
The legal representative
[Name]

Signature and stamp
Done in [City name]

Date [DD/MM/YYYY]

Article 21

Signatures P3 - STICHTING NHTV INTERNATIONALE HOGESCHOOL BREDA

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
The legal representative

o. Univ.-Prof. DI Dr. Karl P. Pfeiffer and Mag. Martin Payer,
MBA Managing Directors

Signature and stamp
Done in Graz

Date

For the Beneficiary
The legal representative
[Name]

Signature and stamp
Done in [City name]

Date [DD/MM/YYYY]

Article 21

Signatures P4 - UNIVERSIDAD DE PIURA

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
The legal representative

o. Univ.-Prof. DI Dr. Karl P. Pfeiffer and Mag. Martin Payer,
MBA Managing Directors

Signature and stamp
Done in Graz

Date

For the Beneficiary
The legal representative
[Name]

Signature and stamp
Done in [City name]

Date [DD/MM/YYYY]

Article 21

Signatures P5 - UNIVERSIDAD CATOLICA SAN PABLO

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
The legal representative

o. Univ.-Prof. DI Dr. Karl P. Pfeiffer and Mag. Martin Payer,
MBA Managing Directors

Signature and stamp
Done in Graz

For the Beneficiary
The legal representative
[Name]

Signature and stamp
Done in [City name]

Date

Date [DD/MM/YYYY]

Article 21

Signatures P6 - UNIVERSIDAD DE LIMA

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
The legal representative

o. Univ.-Prof. DI Dr. Karl P. Pfeiffer and Mag. Martin Payer,
MBA Managing Directors

Signature and stamp
Done in Graz

Date

For the Beneficiary
The legal representative
[Name]

Signature and stamp
Done in [City name]

Date [DD/MM/YYYY]

Article 21

Signatures P7 - UNIVERSIDAD DE SANTIAGO DE CHILE

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
The legal representative

o. Univ.-Prof. DI Dr. Karl P. Pfeiffer and Mag. Martin Payer,
MBA Managing Directors

Signature and stamp
Done in Graz

Date

For the Beneficiary
The legal representative

Prof.Dr. Juan Manuel Zolezzi Cid

Signature and stamp
Done in Santiago de Chile

21/01/2019

Article 21

Signatures P8 - UNIVERSIDAD VINA DEL MAR

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
The legal representative

o. Univ.-Prof. DI Dr. Karl P. Pfeiffer and Mag. Martin Payer,
MBA Managing Directors

Signature and stamp
Done in Graz

Date

For the Beneficiary
The legal representative
[Name]

Signature and stamp
Done in [City name]

Date [DD/MM/YYYY]

Article 21

Signatures P9 - UNIVERSIDAD AUSTRAL DE CHILE

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
The legal representative

o. Univ.-Prof. DI Dr. Karl P. Pfeiffer and Mag. Martin Payer,
MBA Managing Directors

Signature and stamp
Done in Graz

For the Beneficiary
The legal representative
[Name]

Signature and stamp
Done in [City name]

Date

Date [DD/MM/YYYY]

ANNEX I – Budget breakdown per partner and budget category

Action	Joint Project
Duration number of months	36
Project Acronym	InnovaT
Project Title	Innovative Teaching Across Continents – Universities from Europe, Chile and Peru on an expedition

EU GRANT REQUESTED FROM THE EUROPEAN UNION (In EUR)		
1. Staff Costs	396.132,00	Cannot exceed 40% of Total Grant requested
2. Travel Costs + Exceptional Travel Costs	187.935,00	
3. Costs of Stay	137.280,00	
4. Equipment Costs	180.800,00	Cannot exceed 30% of Total Grant requested
5. Subcontracting Costs	91.015,00	Cannot exceed 10% of Total Grant requested
Total Grant requested from the European Union	992.962,00	Should be equal or above EUR 500.000,00 and cannot exceed EUR 1.000.000,00

DISTRIBUTION OF THE GRANT BY ORGANISATION (In EUR)									
Partner N°	Name of Partner	Country	PRPA	1. Staff Costs	2. Travel Costs	3. Costs of Stay	4. Equipment Costs	5. Subcontracting Costs	Total Costs (In EUR)
P1	FH JOANNEUM GESELLSCHAFT MBH	Austria	Programme Countries	90.444,00	27.185,00	18.560,00	-	21.000,00	155.189,00
P2	UNIVERSIDAD CARLOS III DE MADRID	Spain	Programme Countries	42.707,00	19.375,00	11.160,00	-	11.880,00	85.122,00
P3	STICHTING NHTV INTERNATIONALE HOGESCHOOL BREDA	Netherlands	Programme Countries	67.521,00	22.375,00	12.840,00	-	-	102.736,00
P4	UNIVERSIDAD DE PIURA	Peru	Partner Countries	34.039,00	18.920,00	13.560,00	30.100,00	9.200,00	105.819,00
P5	UNIVERSIDAD CATOLICA SAN PABLO	Peru	Partner Countries	31.864,00	19.130,00	14.520,00	30.100,00	6.200,00	101.814,00
P6	UNIVERSIDAD DE LIMA	Peru	Partner Countries	31.717,00	23.530,00	19.560,00	30.100,00	4.400,00	106.307,00
P7	UNIVERSIDAD DE SANTIAGO DE CHILE	Chile	Partner Countries	32.584,00	19.840,00	20.520,00	30.100,00	16.435,00	119.479,00
P8	UNIVERSIDAD VINA DEL MAR	Chile	Partner Countries	34.042,00	21.140,00	15.000,00	30.100,00	15.700,00	116.882,00
P9	UNIVERSIDAD AUSTRAL DE CHILE	Chile	Partner Countries	31.214,00	19.430,00	13.560,00	30.100,00	6.200,00	100.504,00

Budget Breakdown Table:

<https://drive.google.com/open?id=1E8YGEIR6BSHFpelsHhsjop9Dz4VzWUc6>

ANNEX II - Link to project online drive to the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment

INNOVAT GOOGLE DRIVE – GRANT AGREEMENT & ANNEXES

<https://drive.google.com/open?id=1qkTxMeG5KFPmV0ufyy3AwqkWJl5s90jk>

ANNEX III - Guidelines for the Use of the Grant (link)

The guidelines on how to use the grant can be found in the beneficiary space of EACEA. This link leads all beneficiaries to the right document https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-the-field-of-higher-education_en

Annex IV - Individual Bank account of each beneficiary organisation (link)

INNOVAT GOOGLE DRIVE – BANK ACCOUNT AND CONTACT DETAILS OF BENEFICIARIES

https://drive.google.com/file/d/15EjVB2zz_WVvYds8BRUR8KJVqQ4JOIV/view?usp=sharing

Annex V – Reporting forms (Links)

INNOVAT GOOGLE DRIVE – REPORTING TEMPLATES & FORMS

https://drive.google.com/open?id=1E_x_B_XXoUvg-qZsldZB2z_Cr1YKIDVM

ANÓTESE Y COMUNIQUESE,

Dr. JUAN MANUEL ZOLEZZI CID, Rector

Lo que transcribo a usted para su conocimiento

Saluda a usted,

GUSTAVO ROBLES LABARCA
SECRETARIO GENERAL

JMZ/AB/GDLB
IP: 80045

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