



Partnership Agreement

2019-1994 /001-001
CORRIENTE XXI

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

Vrije Universiteit Brussel
Pleinlaan 2
1050 Brussels
Belgium

hereinafter referred to as the “Coordinator”, represented for the purposes of signature of the Agreement by Prof. Dr. Caroline Pauwels, Rector, the legal representative as defined in the Grant Agreement 2019-1994 /001-001

and the following beneficiary:

Universidad Nacional Mayor de San Marcos (UNMSM) – established in Peru
Legal representative
Prof. Dr. CACHAY BOZA ORESTES (Rector)
Calle Germán Amézaga N° 375 - Edificio Jorge Basadre, Ciudad Universitaria
Lima 1
Peru

hereinafter referred to as the “beneficiary”, 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 "beneficiary", 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 and definitions

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+ CBHE action **CORRIENTE XXI** (hereinafter referred to as the "project").

1.2 The Coordinator and the beneficiary 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 2019-1994 /001-001, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), 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 beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

1.5 **Confidential Information** is all information that is disclosed to either party by the other party in connection with the research and is identified or marked in writing as confidential by the disclosing party or by its nature is confidential. Any Confidential Information disclosed by either party to the other party shall be treated by either party as strictly confidential and may not be disclosed to third parties without the consent of the other party.

1.6 **Background** means the knowledge and/or information, including, but not limited to, data, datasets, databases, processes, techniques, software, which is owned or controlled by a Partner, but which has not been generated within the framework of this Agreement itself, and to the extent that the Partner concerned is free to make such Background available and such Background is necessary for the organisation of the Projects. Background, including improvements thereof, will be owned by the Partner making it available.

1.7 **Foreground** means the knowledge and/or information, including, but not limited to, data, datasets, databases, processes, techniques, software, which arise from the organisation of the Projects. To the extent permitted by law, the Foreground will be the subject of (a) separate agreement(s) to be negotiated at a later date.

1.8 **Force Majeure** means events or circumstances (i) beyond reasonable control, (ii) that were unforeseeable at the Effective Date of the Agreement and (iii) that cannot reasonably be prevented or controlled after they have occurred. It does not include any circumstance that makes the performance of the Agreement more difficult than on the Effective Date of the Agreement.

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.

Article 3 **Obligations and responsibilities**

3.1 General obligations and role of the beneficiary (including the Coordinator).

The beneficiary:

- (a) is 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;
- (b) will 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;
- (c) is responsible for complying with any legal obligations incumbent on them individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiary and the Executive Agency, and inform the beneficiary of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiary 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;
- (d) be the sole recipient of payments on behalf of all beneficiaries, where applicable transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any other party;

- (g) establish payment requests on behalf of the beneficiary, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) 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.
- (i) provide the beneficiary with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (j) transmit to the beneficiary 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.
- (k) notify and provide the Partners with any amendment made to the Grant Agreement;
- (l) To define in conjunction with the Partners the role and rights and obligations of the all Beneficiaries, including those concerning the attribution of the intellectual property rights;

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

The beneficiary undertakes to:

- (a) take all reasonable efforts for carrying out all the necessary actions to implement the tasks they are responsible for and to deliver the agreed deliverables of the project according to the project's timeline (Annex IV).
- (b) take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and its annexes, in accordance with the objectives of the project as set out in the Grant Agreement;
- (c) comply with all the provisions of the Grant Agreement;
- (d) communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
- (e) accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- (f) ensure adequate communication with the Coordinator and with the other beneficiaries;
- (g) support the Coordinator in fulfilling its tasks according to the Grant Agreement;
- (h) submit in due time to the Coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (i) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (j) 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.);
- (k) 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.

- (l) define in conjunction with the Coordinator the role and rights and obligations of all beneficiaries, including those concerning the attribution of the intellectual property rights.

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 869.794, 80 and shall take the form as stipulated in Annex I 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 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, beneficiaries and budget category is given in Annex I of this Agreement.

Article 5

Payment arrangements

5.1 In accordance with the estimated budget breakdown identified under Annex I of the Agreement, the Coordinator will transfer the amount of the Erasmus+ grant contribution due to each beneficiary to the bank accounts provided in Annex III of this Agreement

5.2 The Coordinator will transfer to the respective account of the beneficiary part of the estimated Erasmus+ grant contribution for staff costs identified under Annex I of this Agreement in the following way:

1. A first payment corresponding to 50% of the estimated Erasmus+ grant contribution at the time of signature of this Agreement
2. A second payment of 40% of the estimated Erasmus+ grant contribution upon approval and receipt of the second pre-financing payment from the Agency to the Coordinator.
3. Payment of the balance. The payment of the balance is normally executed by the Agency within 60 calendar days after the receipt of all supporting documents requested. The payment of the balance will be done immediately after the request of the Coordinator has been approved by the Agency and the balance has been transferred to the Coordinator's account.

Travel costs, costs of stay and equipment costs will be centrally managed by the coordinator who will cover directly these costs for the beneficiaries.

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 beneficiary will be reimbursed to the Coordinator at the latest 30 days 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 responsible for the expenditure declared ineligible will reimburse the corresponding amount to the Coordinator.

5.5 The costs of payments transfers are borne as follows:

- a) The Agency and/or the Commission bears the costs of transfers charged by its bank
- b) The beneficiary bears the costs of transfers charges by their banks
- c) The party causing a repetition of transfers bears all the costs of repeated transfers

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 beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the beneficiary 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.

6.3 The beneficiary shall provide the Coordinator with any information and documents required for the preparation of a **progress report** and, where appropriate, with certified copies of all the necessary supporting documents *completed and signed by the legal representative by 14/05/2021*– for all the activities carried out between month 1 and month 18

6.4 The Beneficiary shall provide the Coordinator with any information and documents required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents covering the whole duration of the project *completed and signed by the legal representative by 14/11/2022*.

- **The progress report should be completed and submitted by the Coordinator by 14/07/2021 at the latest**
- **The final report should be completed and submitted by the Coordinator by 14/01/2023 at the latest**

6.5 The Beneficiary shall provide without delay the **Coordinator** with any information that the latter may request from the Partner concerning the carrying out of the work programme covered by this contract.

6.6 The Beneficiary shall make available to the **Coordinator** any document necessary, making it possible to check that the aforementioned work programme is being or has been carried out.

6.7 The beneficiary 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. 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 in the Guidelines for the Use of the Grant.

Article 7

Budgetary and financial management

7.1 For the purpose of implementing the project and in relation to payments of the costs incurred in terms of staff, travel and costs of stay, the Coordinator will apply the following :

- Travel costs, costs of stay and equipment costs will be centrally managed by the coordinator who will cover directly these costs for the beneficiaries.
- Staff costs will be reimbursed to the beneficiaries, in accordance with the estimated budget breakdown identified under Annex I of the Agreement. Payments will be done regularly, within 60 days after the receipt of proofs of expenditure (i time sheets reporting the time spent on activities).

7.2 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 the Guidelines for the Use of the Grant.

7.3 The beneficiary confirms that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

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

Article 8

Delays

8.1 Project delays and extensions will not be permitted without a written application and subsequent approval from the European Commission.

8.2 The Partner agrees to inform the Coordinator in writing and without delay if any unforeseen factors or events prevent the successful continuation or conclusion of the project.

Article 9

General administrative provisions

9.1 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:
Prof. dr. Nico Koedam
Pleinlaan 2
1050 Brussels
Belgium
nikoedam@vub.be

For the beneficiary:

Universidad Nacional Mayor de San Marcos (UNMSM)

Mg. Maribel Baylón Coritoma
Docente Asociado TC-40, Cód. 0A1918, DNI 40039759
Facultad de Ciencias Biológicas
Universidad Nacional Mayor de San Marcos
Home address: Calle San Luis N° 132. Urbanización Villa Marina Chorrillos, Lima-09, Peru
E-mail: mbaylonc@unms.edu.pe

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

Article 10

Confidentiality and data protection

10.1 The Coordinator and the beneficiary 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 and for a period of five (5) years after closing of the action.

10.2 The Partner agrees to make available to the Coordinator all information related to the income and expenditure of the project at any time during the project. The Partner shall ensure that financial information is always kept up to date. All financial records must be retained by the Partner for a period of 5 years from the date of the last payment made by the Commission to the Coordinator.

10.3 In the event of a financial and/or operational audit by the European Commission, the Court of Auditors of the European Communities or any other duly authorised person, the Partners shall cooperate with the Coordinator such that the Coordinator has possession of all the necessary information required for the audit. Should the need arise, the Partner shall provide all project related documentation requested by the auditor, and cooperate fully with the auditor in the event of an on-the-spot control.

10.4 The Coordinator shall keep all Confidential Information confidential.
Each Party will be entitled to use the other Party's Confidential Information for the purposes of the performance of this Agreement.

10.5 The obligation of confidentiality shall not apply, however, to any information which:

- (a) is already in the public domain at the time of disclosure or becomes available to the public through no breach of this Agreement by the receiving party;
- (b) was in the possession of the receiving Party prior to receipt from the disclosing party;
- (c) is received by the receiving Party independently from a third party free to disclose such information to the receiving Party;
- (d) the receiving Party can conclusively establish that it was independently developed by or for the receiving Party without use of the confidential information of the disclosing Party;
- (e) is required to be disclosed by law, regulation, or court or governmental order, provided that the receiving Party reasonably notifies the disclosing Party prior to such disclosure of such requirement.

10.6 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.

Article 11

Ownership and property rights

11.1 The ownership of all project results (Foreground), including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiary/beneficiaries who generate(s) them, in compliance with Article I.7 of the Grant Agreement.

11.2 Background already developed and brought in may be only used within the scope of the project as templates of good practice. Background, including improvements thereof, shall remain property of the beneficiary which makes it available for the execution of the project. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 Beneficiaries shall have the right to use the Foreground at any time for purposes of academic research, including research with third parties, and teaching.

Article 12

Publications, Presentations and Promotion and visibility

12.1 All Beneficiaries have the right to publish or publicly present the results of the Project either solely or jointly. Before publishing or publicly presenting, however, the beneficiary that wishes to publish or publicly present the results of the Project agrees to submit copies of any manuscript proposed for publication or public presentation to the other Beneficiaries thirty (30) days in advance of the presentation or publication date to discuss its contents, and if the other Beneficiaries don't ask within fifteen (15) days after receipt to defer publication or presentation of the manuscript so that patent applications may be filed or to amend the manuscript in order to protect Confidential Information disclosed by said beneficiary(-ies) in relation to the performance of this Agreement, the beneficiary that wishes to publish or publicly present the results of the Agreement may proceed with the publication or presentation. In the event that a beneficiary asks to defer publication or presentation, any of the information contained in the manuscript shall not be published or otherwise publicly presented until such time as a patent application has been filed or the expiration of four (4)

months from the date of submission of the manuscript, whichever occurs first. In the event a beneficiary asks to amend the publication or presentation, the beneficiary that wishes to publish or publicly present the results of the Agreement is entitled to immediately publish or present the manuscript in its amended form.

12.2 Any scientific publications or presentations on the results of this Agreement, will be authored jointly with the researchers of the academic beneficiary(-ies) and will make reference to every academic beneficiary and its involved researchers.

12.3 The Coordinator and the beneficiary 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, with respect of the provisions on Confidentiality and Ownership and property rights set out in the present agreement.

12.4 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.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 13

Liability

13.1 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.

13.2 Subject to the following provisions of this Section 13, the general provisions of the applicable law governing liability (including both contractual and non-contractual liability) shall apply to any claim between the beneficiaries for loss or damage caused by a beneficiary, its employees, agents and Subcontractors and arising in connection with the action.

13.3 Under no circumstances will a beneficiary be liable for any damage resulting directly or indirectly from the use by the other beneficiary(-ies) or third parties of Coordinator's Background knowledge. The beneficiary undertakes to perform its work at its own risk and under its sole liability. In particular, The beneficiary shall individually be liable to comply with the terms and conditions of this Agreement.

13.4 The beneficiary shall hold the other Beneficiary(-ies) harmless against all damage, costs and claims of third parties as a result of that beneficiary's own use of another beneficiary's Background knowledge or as a result of the Project.

13.5 No beneficiary shall be liable for any indirect or consequential damages, including but not limited to lost profits, contracts and opportunities undergone by another beneficiary.

13.6 There shall be no cap or limitation on liability in case of fraud, wilful act or gross negligence.

13.7 The beneficiary shall protect the Coordinator and its personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract,

to the extent that these damages are not due to wilful act, the serious or intentional negligence of the Coordinator or its personnel.

Article 14

Force Majeure

14.1 If any party faces 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.

14.2 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.

Neither beneficiary shall be liable for any failure to comply with the provisions of this Agreement due to Force Majeure.

Article 15

Conflict of interest

15.1 The Coordinator and beneficiary 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.

15.2 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.

15.3 The Coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

Article 16

Working languages

16.1 The working language of the partnership shall be ENGLISH.

16.2 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 17

Conflict resolution

17.1 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.

17.2 Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

Article 18

Applicable law and jurisdiction

18.1 This Agreement is governed by Belgian law, being the law of the Coordinator's country.

18.2 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 by the competent courts of Brussels.

18.3 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.

18.4 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.

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

Article 19

Termination of the Agreement

19.1 In the event that that the beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate their participation in the project, upon formal written authorisation by the Executive Agency.

19.2 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.

Article 20

Amendments

20.1 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 both parties. No oral agreement may bind the parties to this effect.

20.2 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 21

Annexes

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

Annex II - Copy of the Grant Agreement signed between the Coordinator and the Executive Agency, its annexes, and any existing amendment.

Annex III - Individual Bank account of the beneficiary's organisation.

Annex IV – Gantt chart: CORRIENTE XXI workplan and timeline.

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

Vrije Universiteit Brussel (VUB)

The legal representative

Prof. Dr. Caroline Pauwels, Rector

DocuSigned by:
Caroline Pauwels
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Signature and stamp
Done in Brussels

DocuSigned by:

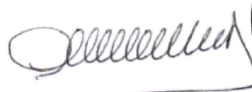


Date [DD/MM/YYYY]

For the beneficiary

Universidad Nacional Mayor de San Marcos (UNMSM)

The legal representative

Dr. ORESTES CACHAY BOZA

Signature and stamp
Done in [Lima Perú]

Date [27/JULY/2020]