



N° 133-2019-MINEDU

Partnership Agreement

598910-EPP-1-2018-1-CO-EPPKA2-CBHE-JP
Modernisation of Institutional Management of Innovation and Research in the Andean Region and Latin America / MIMIR-ANDINO

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

Asociación Colombiana de Universidades
Calle 93 Nro 16-43. CO 001 1001 Bogotá, Colombia

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Dr. Carlos Hernando Forero Robayo, the legal representative as defined in the Grant Agreement n° 2018 – 3540/ 001 – 001 (ANNEX I),

and the beneficiary:
Ministerio de Educación del Perú - MINEDU

hereinafter referred to as the "beneficiary", represented for the purposes of signature of this Agreement by their legal representative, according to the Mandate previously signed and attached to the Grant Agreement (here in Annex IV).

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+ CBHE action 598910-EPP-1-2018-1-CO-EPPKA2-CBHE-JP "Modernisation of Institutional Management of Innovation and Research in the Andean Region and Latin America, MIMIR-ANDINO" hereinafter referred to as the "Project" (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 n° 2018 – 3540 / 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 programme guide of E+, shall form an integral part of the present Agreement, and take precedence over it (see Article 21 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.

Article 2 Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall include the activities that, at the signing date, have been executed, such as: the activities carried out at the time to give Work Package 1 (WP1) compliance related to the development and application of the measurement instrument to know the current state of management and innovation of research in Peru.



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) 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;
- (b) 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) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;

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 beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) 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;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement; manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (e) 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;
- (f) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article 1.4 of the Grant Agreement;
- (g) 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.
- (h) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the programme guide for E+ , the various reports templates and any other relevant document concerning the project.
- (i) 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 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;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project, adopting the necessary measures and in accordance with the provisions of current national legislation regarding confidential information referring to personal data and sensitive data.
- (e) 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.);
- (f) 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.
- (g) manage and implement the Project. The beneficiary shall perform the following tasks:

The Ministry of Higher Education (Peru) will have a very important role in supporting the project's activities at a national level. It will also be very important in the dissemination of the project's results. Specifically, it will support the national institutions on the preparation of the report on how innovation and research is managed at the institutional level; it will participate in the formation of the joint team of research and innovation leaders that will conduct the field visits to partner institutions in LA. This partner will also participate in the Roundtable on Management Models in 1.4 and will collaborate with the Roadmap for Innovation and Research Management drafting. This partner will support the drafting of the Research Management Model for South American Partner Countries (3.1) and it will customise the Model to Peruvian specific needs and priorities at a national level. It will participate in the Roundtable: Commitment of Senior Management to be held in Chile. MINEDU will attend the trainings in Lima, Rome and Stockholm. It will also support Peruvian institutions in the organisation of the Multiplier workshops in Partner institutions. This partner will be part of the dissemination and sustainability committee and it will develop the dissemination plan and sustainability strategy of the project. It will also participate in the final dissemination conference in Bogotá. This partner will participate in the Kick off Meeting in Bogotá and it will also support ASCUN and OBREAL in the preparation of the intermediate and final reports. It will participate in the Bi-annual (2 per year) consortium videoconferences. This partner will participate in the two Study Tours to UEx and UNIROMA in order to have a first-hand look at the research and innovation offices and their management model.

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 899.008 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 "unit contribution" to the costs incurred for Staff costs, travel costs and costs of stay. Equipment and Subcontracting costs will be awarded under the form of a "reimbursement of actual costs".

4.3 The contribution of the subsidy for the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the planned activities. In order to guarantee full implementation in accordance with the Grant Agreement, the concepts of the counterpart in charge of the Beneficiary are detailed in Annex II of this Agreement, which is non-monetary and, therefore, the amounts specified in the said Annex represent a valuation of the actions that the Beneficiary develops within the framework of its competences and of this document.

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

4.5 Any expenditure including VAT, duties and charges (such as customs and import duties) are not eligible unless the coordinator can provide an official document from the competent authorities proving that the corresponding costs cannot be recovered. In any case, taxes and duties have to be treated in accordance with the tax exemption agreement, signed between the European Union and the Partner Country for which the equipment or services are addressed.

Article 5 Payment arrangements

5.1 The beneficiary is 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.

5.2 The beneficiaries agree to delegate to the coordinator the centralisation of the management of the related expenses for the **Travel costs and Costs of Stay budget heading**, provided that it will act on behalf of project beneficiaries.

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 EUROS.

6.3 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 the Programme guide for E+.

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" specified in the Erasmus+ Programme Guide for E+.

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

1. For travel expenses, it will apply as stipulated in Article 5.2 of this Agreement. The unit costs shall be spent up to the limit of the provisions of the E + program.
- For the costs of stay, the provisions of Article 5.2 of this Agreement shall apply.

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 Programme guide of E+. The template “request for reimbursement/payment” (Annex IV) should be used to claim any reimbursement of costs incurred in the framework of the project activities.

7.4 The beneficiary confirms 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:
Luisa Fernanda Villamizar
Calle 93 Nro 16-43. CO 001 1001 de Bogotá, Colombia
erasmus@ascun.org.co

For the beneficiary:

P6 – Ministerio de Educación
Carla Elena Anduaga Rodríguez
Calle del Comercio 193, San Borja, Lima
CANDUAGA@minedu.gob.pe

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

Article 9 Promotion and visibility

9.1 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.

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.10.8 and I.10.9 of the Grant Agreement.

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.

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.



Article 11 Ownership and property rights

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

11.2 Materials already developed and brought in 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.

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.

Article 13 Conflict of interest

13.1 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.

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 II.4 of the Grant Agreement.

Article 14 Working languages

14.1 The working language of the partnership shall be Spanish, with the exception of those communications that must be carried out in meetings and deliberations in which any of the European partners such as UNIROMA and KHT are involved, as well as the EC, in which case the language will 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 Conflict resolution

15.1 In case of conflict between the project's 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.

15.2 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 16 Applicable law and jurisdiction

16.1 This Agreement is governed by the Colombian law, 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.

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.

Article 17 Termination of the Agreement

17.1 In the event 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.

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.

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 Administrative and Financial Penalties

19.1 If the beneficiary committed a substantial error, irregularities or fraud, has made false declarations, in supplying required information or has failed to supply such information at the moment of the submission of the application or during the implementation of the grant or has been found in serious breach of its obligations of the agreement shall be liable to administrative and financial penalties taking into account article II.17 of the grant agreement.

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 its effect.

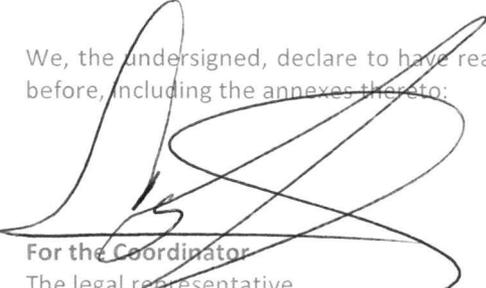


20.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 21
Annexes

- Annex I - Copy of the Grant Agreement signed between the coordinator and the Executive
- Annex II - Budget
- Annex III - Programme Guide
- Annex IV - Internal Reporting forms: Request for reimbursement / Payment

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
Carlos Hernando Forero Robayo
ASOCIACION COLOMBIANA DE UNIVERSIDADES
ASCUN


For the Beneficiary
 The legal representative
Ana Patricia Andrade Pacora
ANA PATRICIA ANDRADE PACORA
 Viceministra de Gestión Pedagógica



Signature and stamp Done in Bogotá

Signature and stamp Done in Lima

Date **06 AGO 2019**

07 AGO. 2019

