

## **CONSORTIUM AGREEMENT COOPEN WINDOW**

This Consortium Agreement takes effect from 22<sup>nd</sup> December 2009, hereinafter referred to as "Effective Date"

**BETWEEN:**

**Applicant:** Technical University of Valencia, having its legal offices at Camino de Vera s/n, Valencia 46022 (Spain), and duly represented by Prof. Juan Julia Igual, Rector, main beneficiary of the Erasmus Mundus External Cooperation Window project lot 21b, hereinafter referred to as "Coordinator"

**AND:**

**Partner 1:** Technische Universität München (Germany), represented by Prof. Wolfgang A. Herrmann, Rector.

**Partner 2:** Ghent University, Gent (Belgium), represented by Prof. Paul Van Cauwenberge, Rector.

**Partner 3:** University of Deusto, Bilbao (Spain), represented by Prof. Jaime Orzá Orzá, Rector.

**Partner 4:** Universidad de Granada, Granada (Spain), represented by Prof. Francisco González Lodeiro, Rector.

**Partner 5:** Politecnico di Torino, Torino (Italy), represented by Prof. Francesco Profumo Rector.

**Partner 6:** University of Porto, Porto (Portugal), represented by Prof. José Carlos Marques dos Santos, Rector.

**Partner 7:** Malmö högskola, Malmö (Sweden), represented by Prof. Lennart Olausson, Vice-chancellor.

**Partner 8:** Nacional University of Colombia, Bogotá (Colombia), represented by Prof. Moises Wassermann, Rector.

**Partner 9:** University of Antioquia, Medellín (Colombia), represented by Prof. Alberto Uribe, Rector.

**Partner 10:** Universidad del Valle, Cali (Colombia), represented by Prof. Iván Enrique Ramos Calderón, Rector.

**Partner 11:** Universidad Tecnológica del Chocó, Quibdó (Colombia), represented by Prof. Eduardo Antonio Garcia Vega, Rector.

**Partner 12:** Universidad del Cauca, Popayán (Colombia), represented by Prof. Danilo Reinaldo Vivas Ramos, Rector.

**Partner 13:** Universidad del Quindío, Armenia (Colombia), represented by Prof. Alfonso Londoño Orozco, Rector.

**Partner 14:** Universidad de Santander, Bucaramanga (Colombia), represented by Prof. Rafael Serrano, Rector.



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**Partner 15:** Universidad Tecnológica de Bolívar, Cartagena de Indias (Colombia), represented by Prof. Patricia Martínez Barrios, Rectora.

**Partner 16:** Universidad Nacional (Costa Rica), represented by Prof. Olman Segura Bonilla, Rector.

**Partner 17:** Tecnológico de Costa Rica, Cartago (Costa Rica), represented by Prof. Eugenio Trejos, Rector.

**Partner 18:** Universidad de Panamá, Panamá (Panamá), represented by Prof. Gustavo García de Paredes, Rector.

**Partner 19:** Universidad Tecnológica de Panamá (Panamá), represented by Prof. Marcela Paredes de Vásquez, Rectora.

All being co-beneficiaries of the Erasmus Mundus External Cooperation Window project lot 21b, hereinafter, jointly or individually, referred to as "Partners" or "Partner" relating to the action entitled COOPEN, hereinafter referred to as "Action".

#### WHEREAS:

The Partners, having considerable experience in the field concerned, have submitted a proposal for the Action to the European Commission as part of the Erasmus Mundus External Cooperation Window for Colombia, Costa Rica and Panamá. The Partners wish to specify or supplement binding commitments among themselves in addition of the Framework Partnership Agreement.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

#### ARTICLE 1: PURPOSE

The purpose of this Consortium Agreement is to specify with respect to the Action, the relationship among the Partners, in particular the organisation of the mobility of students and staff, the management of the Action and the rights and obligations of the Partners concerning inter alia liability, financial provisions and dispute resolution.

#### ARTICLE 2: RESPONSIBILITIES OF THE PROJECT COORDINATOR

The Project Coordinator as main beneficiary of the Consortium undertakes to:

- a) Be the intermediary for all communication between the co-beneficiaries and the Education, Audiovisual and Culture Executive Agency (EACEA).
- b) Be responsible for supplying all documents and information to the EACEA which may be required, in particular in relation to the requests for payment. The main beneficiary shall not delegate any part of this task to the Partners. Where information from the Partners is required, the Coordinator shall be responsible for obtaining and verifying this information and for passing it on to the EACEA.
- c) Inform the Partners of any event of which the Project Coordinator is aware that is liable to substantially affect the implementation of the action.
- d) Request and receive, on behalf of the Partners, all payments made by the EACEA and distribute the European Commission financial contribution between



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Partners in accordance with the rules of the programme and this Consortium agreement.

- e) Be responsible, in the event of audits, checks or evaluations for providing all the necessary documents, including the accounts of the Partners, the original accounting documents and signed copies of sub-contracts, if any have been concluded by the beneficiary universities.
- f) Provide a Coordination Office and the necessary staff to coordinate, implement and administrate the project and to facilitate the permanent communication between all Consortium members.
- g) Prepare and organise any joint activity, especially information campaigns, calls for applications, coordination meetings, evaluation of project progress and results.
- h) Operate an internet website with public information on the programme, which shall be used for the announcement of the call.
- i) Operate a Sakai platform for the internal management of the call, making accessible all applications to the Consortium members concerned, as well as providing the list of pre-selected and selected candidates.
- j) To organise project meetings in the course of the implementation of the Action involving all members of the Consortium. The Technical University of Valencia Coordination Office shall call two ordinary meetings upon agreement with the Partners, and can also call extraordinary meetings at any time.
- k) Monitoring compliance by the Partners with their obligations.
- l) Keeping the address list of members and other contact persons updated and available.
- m) Collecting, reviewing and submitting information on the progress of the Action, reports and other deliverables (including financial statements and related certifications) to the EACEA.



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### **ARTICLE 3: RESPONSIBILITIES OF THE PARTNERS**

The Partners shall:

- a) Forward to the main beneficiary the data needed to draw up the reports, financial statements, annual applications and other documents provided for in the Grant agreement.
- b) Ensure that all information to be provided to the EACEA is sent via the Coordinator, save where the agreement specifically stipulates otherwise.
- c) Inform the main beneficiary immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware.
- d) Provide the Coordinator with all the necessary documents in the event of audits and checks of evaluation.
- e) Delegate representatives of its interests in any Action meeting that may take place, within the Partners of the Action, to attend, vote and participate in a cooperative manner in the meetings. It should be duly notified by e-mail to the Project Coordinator.

#### **ARTICLE 4: RESPONSIBILITIES OF THE CONSORTIUM MEMBERS**

All members of the Consortium undertake to:

- a) Respect the common general objectives that formed the basis for establishing the co-operation.
- b) Fulfil the undertakings entered into under the Action, together with the work programmes jointly agreed between the Partners.
- c) Contribute to disseminate the information about the Action inside and beyond their institution.
- d) Encourage their staff and students to participate in the mobility scheme. Particularly, Partners from Colombia, Costa Rica and Panama will hold the responsibility for information, awareness and communication among Target Group 2 (TG2) and Target Group 3 (TG3).
- e) Facilitate the application procedure and the selection of candidates at their Institution respecting equal opportunities. The selection of candidates will be done according to the Evaluation Criteria proposed by the Mobility Selection Subcommittee (MSS) and approved by the Steering Committee (SC) based on the applicant's academic record and personal motivation.
- f) Support the conclusion of learning agreements for each incoming and outgoing mobility.
- g) Apply a fee waiver policy for incoming students from the Partner institutions if the duration of their studies is shorter than 10 months.
- h) Provide adequate linguistic support. This language training is aimed at facilitating social and cultural integration in the country.
- i) Provide information and assistance to students and academic staff: introduction to the host institution, academic advice to students and assistance with practical matters such as accommodation, health insurance, visa/residence permits and travel for incoming students.
- j) Make academic and organisational arrangements with Partner institutions, including the academic recognition of study periods abroad.
- k) Provide a transcript of records to incoming students after completion and assessment of course work and, if applicable, a diploma supplement covering the courses followed and the ECTS credits earned at the host institution.
- l) Recognise the studies done abroad by outgoing students based above stated documents.
- m) Work on long-term recognition of studies between participating institutions through ECTS or any equivalent mechanism of recognition.
- n) Develop internal evaluation and quality assessment mechanisms: evaluation sheet to be filled out by all students and staff participating in the mobility scheme.

#### **ARTICLE 5: MANAGEMENT AND ORGANISATION**

To ensure efficient coordination and decision-making processes, as well as a high degree of trust and communication between all Partners, the co-beneficiaries will be involved in issues such as activity management, organisation of mobility and financial management.

### 5.1 General structure

The management structure of the project is as follows:



The *Technical University of Valencia* is the legal entity acting as the intermediary between the Partners and the EACEA. The Technical University of Valencia, through the COOPEN Coordination Office (UPV-CO) shall, in addition to its responsibilities as a Partner, perform the tasks assigned to it as described in this Consortium Agreement. The UPV-CO will supervise the implementation of the project, coordinate all Partners and associates and carry out all general project activities, guaranteeing a fluid internal communication.

The *Steering Committee (SC)* is the official representative body of the Consortium and is responsible for:

- a) Setting and supervising a common policy, general issues and standards that will imply a shared responsibility and accountability for the joint efforts in partnership.
- b) Organising and readjusting mobility so as to fulfil the objectives of the Call for Proposals 13/09 by the EACEA, dealing with the distribution of mobility flows, the standards and rules for the application and selection procedures. Those activities will be implemented by the *Mobility Selection Subcommittee (MSS)*.
- c) Establishing marketing and communication strategies that will be implemented by a *Subcommittee of Communication and Quality (SCQ)*.
- d) Defining the quality assurance mechanisms and policies as well as the evaluation procedures that will be implemented by the SCQ.
- e) Scheduling coordination meetings and setting procedures to solve any contingencies (changes in the partnership, delays to scheduled activities).

MSS is responsible for the selection process and final resolution of proposed candidates after the pre-selection made by the Partners. MSS will guarantee an impartial and transparent selection process based on merit, providing equal opportunities, gender-balance and participation of disadvantaged people. It will be made up of academic members or evaluation experts appointed as follows: 1 from the Coordinator, 3 from TC Partners (one of each country), and 2 from EU Partners.

SCQ is in charge of supervising the project quality assurance and carrying out all evaluation and analysis activities. It will also implement defined marketing and communication strategies; it will have a similar composition as the MSS.

The internal management of the project is reinforced by a *Coordination Office (CO)* in each Partner university. COs are responsible for the implementation of local individual mobility for both students and academic staff, coordinating all outgoing and incoming

flows as home and host institution. COs must manage all the activities related to the mobility such as economic administration of the Partner's budget for the organisation of the mobility, local visibility and dissemination of the project, including provision of information about the call, application procedures, and courses and study programmes offered; assistance to students and academic staff (introduction to the host institution, academic advice to students, provision of adequate linguistic support, assistance with practical matters such as accommodation, health insurance, visa/residence permits and travel); signing of the learning or training agreements on an individual working programme, issuing of ECTS transcripts or equivalents and, if applicable, diploma supplements; COs from home universities will endeavour to guarantee a full recognition of all studies, training, research and teaching successfully performed at host universities.

### 5.2 Voting rules and quorum

The Steering Committee is composed of 20 members, the applicant and one from each Partner university, chaired by the applicant. All Steering Committee meetings shall be considered as valid when they are attended, either in person or by delegation, by 75% of all full Partners.

All decisions will be taken by simple majority. In the event of a draw, the quality vote will be held by the Chair.

### 5.3 Mobility procedures

#### 5.3.1 *Selection procedure*

The steps will be: Validation, Evaluation and Selection.

For Validation, the CO in each Partner university will do a technical screening of all applicants registered at their own university. This is a technical check of the application form and supporting documents. TG2 and TG3 applicants validation will be the responsibility of the MSS after third country COs check their eligibility.

For Evaluation, each hosting Institution will prepare a ranking list of preferred Candidates following pre-agreed procedures within the Steering Committee.

For Selection the MSS will prepare a final list of selected Candidates for all the mobilities stated in the Grant Agreement.

The time schedule will be fixed within the Steering Committee.

Once the students and staff members are selected by the MSS, the applicants concerned are duly notified by the Coordinator.

#### 5.3.2. *Outgoing students*

Selected students must have a learning agreement signed by home and host universities. Staff members, Doctorates (if applicable) and Postdocs must have a detailed work programme drawn up in consultation with the host university.

The student has to arrange his/her visa with an invitation letter from the host institution.



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### 5.3.3. *Incoming students*

Upon arrival of the incoming students, the host universities will provide them with assistance and information.

At the end of the mobility, the host universities will provide the incoming students with a Transcript of Records. If applicable, the host university will provide students with a Degree and a Diploma Supplement. A certificate of attendance will be issued for the academic staff participating in the mobility programme.

## ARTICLE 6: FINANCIAL PROVISIONS

The financial contribution of the European Commission to the Project amounts to 2,947,475-€ and shall be distributed by the Project Coordinator according to the Consortium Budget as described hereunder.

The budget stands for:

A lump sum for each participating institution to cover costs deriving from the organisation of the individual mobility flows.

Unit costs amount for travel, fees, subsistence and insurance expenses of students and academic staff participating in the individual mobility flows.

Payments shall be made by the Project Coordinator in Euros. Any conversion of actual costs into Euros shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the European Commission and published on its website. All associated bank transfer fees will be assumed by the Project Coordinator.

### 6.1 Organisation of mobility

All Partners receive a lump-sum of 5,000 € at the start of the project which can be used in the frame of the project (staff costs, travel costs, publications, meetings and administrative costs). The Partners will keep accounting documents to justify this amount (5,000 €).

The rest of the lump sum will be managed by the Project Coordinator and will cover a full-time project manager, project website with application software, meetings, project publications and other activities and general costs related to the project.

### 6.2 Individual mobility

Individual mobility is based on unit-costs:

- a) The Project Coordinator shall pay the scholarships for both incoming and outgoing mobilities directly to each European Partner, based on the number of mobilities managed by each European Partner. Pre-financing payments shall be made to each European Partner according to the payments made by EACEA as defined in the Grant Agreement signed between UPV and EACEA.
- b) Third-country (TC) students at EU host universities must open bank accounts in EU countries where they will receive the scholarship payments. EU students will receive the scholarship payments to their home country accounts.
- c) The Travel Agency working with the Project Coordinator will provide the plane tickets for individual mobility. The Project Coordinator will directly pay the travel agency for these tickets. The cheapest fare should be applied. Original



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boarding passes must be kept and handed in to the CO of the host institution. This CO will be responsible for sending all boarding cards to the Project Coordinator.

- d) The Project Coordinator will contract the insurance for individuals taking part in the Project's mobility scheme with the appointed insurance company.
- e) Students and academic staff must sign a grant contract, stating how the payments will be made, the coverage of the grant (living allowance, insurance, and trip), and the rights and obligations of the scholarship holder participating in the programme.
- f) The Project Coordinator shall pay directly the tuition/registration fees for incoming students to the host institution, when applicable.

## **ARTICLE 7: ENTRY INTO FORCE, DURATION AND TERMINATION**

### **7.1 Entry into force**

An entity becomes a Partner to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative. This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement. A new Partner can enter the Consortium upon signature of an Accession document by the new Partner and the Coordinator. Such accession shall have effect from the date identified in the Accession document.

### **7.2 Duration and termination**

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Partners under this Consortium Agreement. However, this Consortium Agreement may be terminated in accordance with the terms of the Grant Agreement.

## **ARTICLE 8: NOTICES AND OTHER COMMUNICATION**

Any notice to be given under this Consortium Agreement shall be communicated in writing to the addresses and contact persons listed. The Project Coordinator will keep an updated contact list on the private section of the Project's website. Any changes to the contact persons list shall not be valid until duly notified to the Project Coordinator.

Formal notices:

If it is required in this Consortium Agreement that a formal notice, consent or approval, on any Project-related topic, shall be given upon request, such notice shall be signed by an authorised representative of a Partner and shall either be served personally or sent by mail with recorded delivery or fax with receipt acknowledgement.

Other communication:

Other communication between the Partners may also be effected by other means such as e-mail.



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A handwritten signature, possibly of the Project Coordinator, located at the bottom right of the page.



## ARTICLE 9: LANGUAGE

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings and processes relative thereto.

In case of discrepancies with translated versions, the English version shall prevail.

## ARTICLE 10: SETTLEMENT OF DISPUTES

All disputes arising out of or in connection with this Consortium Agreement shall be amicably settled by the Partners via direct negotiation. The Partners will take all reasonable steps to resolve the disagreements on the basis of good faith and good will criteria; disputes which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Partners.

The award of the arbitration will be final and binding upon the Partners.

Nothing in this Consortium Agreement shall limit the Partners' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

## ARTICLE 11: BRAIN DRAIN

The Host Universities participating in the project are aware of the brain drain issue and will encourage the Participants in this Programme to return to their Home countries.

## ARTICLE 12: SUPPLEMENTARY AGREEMENTS



Any amendment to this Consortium Agreement must be the subject of a written supplementary agreement. No oral agreement may bind the Partners to this effect.

IN WITNESS WHEREOF:

The Partners have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives the day and year first above written.

**TECNOLÓGICO DE COSTA RICA**



**UNIVERSIDAD POLITÉCNICA DE VALENCIA**



Name: Eugenio Trejos  
Title: Rector  
Date:



Name: Juan Juliá Igual  
Title: Rector  
Date: 4<sup>th</sup> February, 2010

  
  
E. Juliá Igual