



CONSEJO DE RECTORES DE LAS UNIVERSIDADES CHILENAS

AUTORIZA CONVENIO PROYECTO MIMIR ANDINO

RESOLUCIÓN EXENTA N°36

Santiago, 01 de Abril de 2019

VISTOS:

Lo dispuesto en el DFL N° 29 de 2005, del Ministerio de Hacienda que fija el Texto Refundido, Coordinado y Sistematizado de la Ley N° 18.834 de 1989 sobre Estatuto Administrativo; en el DFL 2 de 1985 del Ministerio de Educación, que fija el Texto Refundido, Coordinado y Sistematizado del Estatuto Orgánico del Consejo de Rectores; en la Ley N° 21.125 de Presupuesto de la Nación 2019; en la Resolución Exenta N° 62 del 2017 del Consejo de Rectores y en la Resolución N° 1600 de 2008, de la Contraloría General de la República.

CONSIDERANDO:

1.- Que, el Consejo de Rectores de las Universidades Chilenas es una persona jurídica de derecho público, de administración autónoma, cuya función es proponer a las entidades que lo integran, las iniciativas y soluciones destinadas a coordinar sus actividades en todos sus aspectos, para procurar un mejor rendimiento y calidad de la enseñanza superior.

2.- Que, el Consejo de Rectores de las Universidades Chilenas es socio del Proyecto CAMINOS sobre movilidad latinoamericana, el que tiene como objetivo contribuir a la profundización del Espacio Latinoamericano de Educación Superior mejorando la capacidad de las universidades, las asociaciones de universidades y otras redes y de mejorar, promover y gestionar la movilidad regional de estudiantes y personal académico administrativo en América Latina y que es cofinanciado por el programa ERASMUS+ de la Comisión Europea.

3.- Que, se ha creado el proyecto MIMIR ANDINO de Erasmus+ CBHE, el cual nace como continuación y/o articulado del proyecto Caminos - proyecto de la Unión Europea donde también participa el Consejo de Rectores en calidad de socio y además participan algunas de las universidades que lo integram.

4.- Que, el objetivo del proyecto MIMIR-ANDINO es modernizar las estrategias de gestión institucional para el mejoramiento de la innovación e investigación en la región Andina y América Latina. / MIMIR-ANDINO.

5.- Que, el proyecto es coordinado por la Asociación de Universidades Colombianas, donde también participan: la Asociación Colombiana de Facultades de Medicina (ASCOFAME); la Universidad Pedagógica y Tecnológica de Colombia; la Universidad de Manizales; la Universidad Antonio Nariño (UAN); los socios de Perú son: el Ministerio de Educación; CONCYTEC; Universidad Nacional Toribio Rodríguez de Mendoza de Amazonas (UNTRM); la Universidad Nacional Agraria La Molina (UNALM); Universidad de Piura (UDEP), desde Chile son socios el Ministerio de Educación (MINEDUC); el Consejo de Rectores de las Universidades Chilenas (CRUCH); la Universidad de Aysén, la Universidad del Bío Bío y la Universidad de Antofagasta; los socios europeos son: la Asociación Observatorio de las relaciones Unión Europea-América Latina (OBREAL- Global Observatory); Universidad de Extremadura (UEx); KTH Royal Institute of Technology (KTH); Università degli Studi di Roma "La Sapienza"(Uniroma1) y ANECA (Agencia de Aseguramiento de la Calidad Española).



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RESUELVO:

Apruébese el Convenio de Colaboración en idioma inglés (Partnership Agreement) entre el Consejo de Rectores y Proyecto MIMIR ANDINO suscrito por las mismas partes con fecha 5 y 7 de junio de 2018 por el rector Aldo Valle, Vicepresidente ejecutivo del Consejo de Rectores de la Universidades Chilenas, y por Don Carlos Hernando Forero Robayo, coordinador y representante legal de ASCUN, respectivamente; para la ejecución de las actividades contempladas en el Proyecto.


Partnership Agreement

588810-EPP-1-2018-1-CO-EPPKA2-CSHE-IP
Modernization 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, the legal representative as defined in the Grant Agreement n° 2018 – 3340 / 001 – 001 (ANNEX I),

and the beneficiary:
Consejo de Rectores de las Universidades Chilenas - CRUCH

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+ CSHE action 588810-EPP-1-2018-1-CO-EPPKA2-CSHE-IP, "Modernisation of Institutional Management of Innovation and Research in the Andean Region and Latin America, MIMIR-ANDINO" 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 – 3340 / 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 Et, 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.

**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: 10/11/2018.

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.

Source: ADO2010-588810-EPP-1-2018-1-CO-EPPKA2-CSHE-IP



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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;
- (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 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;
- (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 14 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article 14 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 beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the programme guide for Et , the various reports templates and any other relevant document concerning the project;
- (j) 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;



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- (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;
 - (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:

CRUCH will be part of the management team of the project. Specifically, it will prepare a report on how innovation and research is managed at the institutional level and an online survey to draft a report covering research and innovation management nationwide; it will participate in the nomination of the experts that will conduct the field visits to partner institutions in LA. This partner will also participate in the Roundtable on Management Models in Santiago and will part of the drafting team of the Roadmap for Innovation and Research Management. CRUCH will lead WP3. It will coordinate the drafting of the Research Management Model for South American Partner Countries (3.1) and it will customize the Model to Chilean specific needs and priorities at a national level. It will participate in the Roundtable: Commitment of Senior Management to be held in Chile and it will support the Piloting the Model at Chilean 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 Bogota. This partner will participate in the kick off Meeting in Bogota and it will also support ASCUN and OSREAL in the preparation of the intermediate and final reports. It will be a member of the PNT and it will participate in the Bi-annual (2 per year) consortium videoconferences.

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 555.008 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 "partial amount of subcontract".

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

4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex 4.

4.3 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.



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Erasmus+
Programme
of the European Union



5.2.4 Within 60 days of receipt of the necessary proofs of expenditure, the coordinator will reimburse the beneficiary's account part of the costs actually incurred in accordance with the estimated budget breakdown identified under Annex II of the Agreement and in accordance with the unit costs ceilings established in the programme guide for E+.

5.3 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.

5.4 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 beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.

5.5 The costs of the financial transfers will be borne as specified in article 11.24.11 of the Agreement.

5.6 The beneficiaries agree to delegate to the coordinator the centralisation of the management of the related expenses for the 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 3 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+.

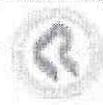
7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, travel and stay costs, the following will apply:

1. The coordinator will reimburse the beneficiary for staff costs with the unit costs defined in the and in the guidelines of the Association, and in accordance with the provisions of Article 5.2 of this Agreement.
2. The coordinator will reimburse for travel costs, the unit costs incurred up to the limit of what is stipulated in the Programme guide of E+.
3. For the costs of stay, the provisions of Article 5.2 of this Agreement shall apply.

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



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Defined in the
Erasmus+ Programme
and Budgetary rules



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:

Luis Fernando Vilchez
Calle 93 Nro 16-43 CO 001 1001 de Bogotá, Colombia
erasmus@escu.un.org.co

For the beneficiary:

p12 – Consejo de Rectores de las Universidades Chilenas
Marta Elena Zenteno
Avenida 1371, piso cuatro
email: mzenteno@consejoderrectores.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 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 1.10.8 and 1.10.9 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 classified 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 1.6 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 1.7 of the Grant Agreement.



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Ministry of Education
Executive Agency
of the European Union

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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 UMRROMA 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 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.



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of the National Office



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 authorization 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.54 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 minimize 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 authorized 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 - 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



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Annex IV: VAT Certificate (when available)

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

<p>For the Coordinator The legal representative Carlos Hernando Farero Robayo</p> <p>Signature and stamp: Done in Bogota</p> <p>Date</p>	<p>For the Beneficiary The legal representative Name</p> <p>Signature and stamp: Done in city</p> <p>Date</p>
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ANÓTESE Y COMUNÍQUESE

Aldo Valle Acevedo
Vicepresidente Ejecutivo
Consejo de Rectores

AVA/MGP/MZV/DMB/MCC