



APRUEBA CONVENIO ENTRE EL CONSEJO DE RECTORES Y EL
PROYECTO CAMINOS

RESOLUCIÓN EXENTA N°72/2018

SANTIAGO, 26 de mayo de 2018

VISTOS:

Lo dispuesto en el DFL N° 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°21.053 de Presupuesto de la Nación 2018; 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 Decreto con Fuerza de Ley N° 2 de 1985 de Educación, que fija el Estatuto Orgánico del Consejo de Rectores de las Universidades Chilenas, dispone que la función de este Consejo es "proponer a las entidades que lo integren, las iniciativas y soluciones destinadas a coordinar sus actividades en todos sus aspectos, para procurar un mejor rendimiento y calidad de la enseñanza superior" (Art. 2).
- 2.- Que, el Consejo de Rectores de las Universidades Chilenas (CRUCH) tiene a su cargo el desarrollo de actividades de coordinación y colaboración en materia de Internacionalización de la Educación Superior, que incluye las iniciativas de promoción de la movilidad internacional.
- 3.- Que, el CRUCH es parte del Proyecto CAMINOS, integrado por un Consorcio de 28 universidades europeas y latinoamericanas, asociaciones, redes y organismos internacionales vinculados a la educación superior.
- 4.- Que, el Proyecto CAMINOS sobre Movilidad Latinoamericana está cofinanciado por el programa ERASMUS+ de la Comisión Europea (574023-EPP-1-2016-ES-EPPKA2-CBHE-JP) y que el Observatorio de las Relaciones Europa – América Latina (OBREAL) actúa como coordinador del Proyecto CAMINOS.
- 6.- Que, el CRUCH tiene a su cargo la realización del Mapeo de la Movilidad Latinoamericana y la organización del evento de lanzamiento del proyecto en Chile en marzo de 2017, además de comprometer la participación de representantes del CRUCH en todas las actividades internacionales del Proyecto CAMINOS.
- 7.- Que, el Proyecto CAMINOS incluye el financiamiento de la participación de representantes del CRUCH en las actividades internacionales, así como financiamiento para cubrir parte de la inversión en recursos humanos.
- 8.- Que, el co-financiamiento del programa ERASMUS+ de la Unión Europea exige la suscripción de un Convenio de Colaboración (Partnership Agreement) entre los socios del Proyecto CAMINOS y el organismo que actúa como coordinador.



RESUELVO

PRIMERO: Apruébese el Convenio de Colaboración en idioma inglés (Partnership Agreement) entre el Consejo de Rectores y Proyecto CAMINOS suscrito por las mismas partes con fecha 5 y 7 de junio de 2018 por el rector Aldo Valle (CRUCH) y por Ramón Torrent (OBREAL), respectivamente, para la ejecución de las actividades contempladas en el Proyecto.

CONVENIO

Partnership Agreement

574023-EPP-1-2016-ES-EPPKA2-CBHE-JP Enhancing and Promoting Latin American Mobility "CAMINOS"

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

Observatorio de las Relaciones Unión Europea - América Latina (OBREAL)

Adolf Florensa 8, 08028 Barcelona, Spain

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Ramón Torrent, Executive Secretary, the legal representative as defined in the Grant Agreement nº 2016 – 3622/001 - 001,

and the beneficiary:

Consejo de Rectores de las Universidades Chilenas, CRUCH – established in Chile

Alameda Bernardo O'Higgins 1371, 4th floor, north wing, Santiago, Chile

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 574023-EPP-1-2016-ES-EPPKA2-CBHE-JP "CAMINOS" (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 nº 2016 – 3622/001 - 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.*



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: 15.10.2016.*

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 beneficiaries (including the coordinator).*

The beneficiaries:

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

Be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement; 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; 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; as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries 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; 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; establish payment requests on behalf of the beneficiaries, as per the dispositions of Article 1.4 of the Grant Agreement; 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.

Provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant (Annex III), the various reports templates and any other relevant document concerning the project.



3.3 *Specific obligations and role of the beneficiary*

The 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;*
- (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 lead Work Package 1 and will coordinate the collection of data on current intra-LA mobility programmes together with the development of the report. It will host and organise in the Roundtable in Santiago. CRUCH will participate, as a member of the PMT, in all the activities in Work Package 2. In Work Package 3, it will participate in the study visits in Europe. In Work Package 4, CRUCH will participate in the Meeting of Handbook Drafting Team and in the Partnership meeting to endorse Handbook.

In Work Package 5, it will apply the project quality indicators throughout the project. It will also meet with the PMT partners to monitor the project progress indicators. In Work Package 6, it will test the CAMINOS Handbook in their country. As a member of the PMT, it will part of the monitoring scorecard based on the pilot project proposals from each SA university in the partnership. It will also derive a common monitoring approach for the various regional mobility programmes that they manage. It will participate in the Partnership meeting for mid-term pilot review. In Work Package 7, CRUCH will attend to the final dissemination conference, and organise the national dissemination event in Chile. It will support OBREAL in the draft and compile progress reports.

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

4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex II of 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 coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the beneficiary using the following Bank Account:

BANK NAME: BANCO ESTADO DE CHILE

BANK VAT: 97.030.000-7

BENEFICIARY NAME: CONSEJO DE RECTORES

BENEFICIARY ADDRESS: ALAMEDA 1111 SANTIAGO

ACCOUNTS NUMBER: 0009006451

SWIFT: BECHCLRM

5.2 The transfer of the Erasmus+ grant contribution to the beneficiary will be implemented in accordance with the Annex II of this agreement.

5.3 OBREAL will transfer the staff costs allocated to the beneficiary institution within 60 days after receiving the necessary proofs of expenditure (as specified in the Guidelines for the Use of the Grant) and supporting documents for the justification of the staff costs, provided that the beneficiary's bank details are correct.

5.4 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.

5.5 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 (ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.

5.6 The beneficiaries agree to delegate to the coordinator the centralisation of the management of the related expenses for the **Travel & Costs of Stay budget heading**, provided that it will act on behalf of project beneficiaries (i.e. flights, organisation of meetings meals and local mobilities).



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 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 (Annex III).

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 and in the Guidelines for the Use of the Grant.

7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of travel and costs of stay, the partnership will apply the corresponding ceiling and it will reimburse up to the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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 Guidelines for the Use of the Grant. 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.

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:

Agustina Calabrese

Adolf Florensa 8, 08028 Barcelona, Spain



acalabrese@obreal.org

For the beneficiary:

Consejo de Rectores de Las Universidades Chilenas

Christian Blanco Jaksic

Alameda Bernardo O'Higgins 1371, 4th floor, north wing, Santiago, Chile

cblanco@consejodirectores.cl

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

Article 9
Promotion and visibility

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

9.2 *Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 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 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 languages of the partnership shall be English and Spanish.*

14.2 *Both parties commit in allocating to the project staff with enough knowledge of the working languages, 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 Spanish 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

Amendments

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

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

Article 20

Annexes

Annex I – Copy of the Grant Agreement signed between the coordinator and the Executive

Annex II – Budget

Annex III - link to Guidelines for the Use of the Grant.

Annex IV - Internal Reporting forms: Request for reimbursement / Payment

Annex V: VAT Certificate



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

Ramon Torrent

Signature and stamp

Done in Barcelona

Date

For the Beneficiary

The legal representative

Aldo Valle Acevedo

Signature and stamp

Done in Santiago

Date

ANÓTESE, REGISTRESE Y PUBLÍQUESE.


ALDO VALLE ACEVEDO
VICEPRESIDENTE EJECUTIVO
CONSEJO DE RECTORES



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