



CONSORTIUM PARTNERSHIP AGREEMENT

Erasmus Mundus Action 2 Partnerships Lot 9 - Brazil

“Euro-Brazilian Windows +” Project

**Grant Agreement number:
2014-0982**

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The Consortium Partnership Agreement (CPA) is established within the framework of the Erasmus Mundus Programme Action 2, Lot 9, Brazil. It is intended to reach a sound management of the partnership and address all aspects linked to the organization of the mobility scheme.

The present document establishes the terms of the agreement between the partners and associates of the consortium "EURO-BRAZILIAN WINDOWS +". This agreement, together with the Financial Agreement (annex 1) and the Grant Agreement and its annexes (annex 2), constitutes the "corpus legal" of this project, in which the rights and obligations of the partners and the associates are defined. Furthermore, the Management Annex (annex 3) establishes the rules and procedures for the good implementation of the EBW+ project, showing the endeavours of the consortium to manage this project.

1. PARTNERSHIP STRUCTURE

The EBW+ consortium is coordinated by the **University of Porto** (UP), Portugal and co-coordinated by the **Federal University of Rio Grande do Sul** (UFRGS), Brazil. The partnership is composed of 20 higher education institutions, **10 European Universities and 10 Higher Education Institutions from Brazil**:

European partners:

1.	Portugal	Universidade do Porto	UPorto
2.	Latvia	Riga Technical University	RTU
3.	Germany	Technische Universität Dresden	TUD
4.	Portugal	Universidade de Trás-os-Montes e Alto Douro	UTAD
5.	Italy	Università degli studi di Roma "La Sapienza"	UNIROMA
6.	Malta	Università ta' Malta	UM
7.	Spain	Universitat Politècnica de València	UPV
8.	France	Université de Rouen	UR
9.	France	Université Lille	ULille
10	Sweden	Uppsala Universitet	UU

Brazilian partners:

1.	Brazil	Universidade Federal do Rio Grande do Sul	UFRGS
2.	Brazil	Universidade Federal de Campina Grande	UFCG
3.	Brazil	Universidade Federal de Lavras	UFLA
4.	Brazil	Universidade Federal de Mato Grosso	UFMT
5.	Brazil	Universidade Federal de Roraima	URR
6.	Brazil	Universidade Federal do Rio de Janeiro	UFRJ
7.	Brazil	Universidade Federal do Tocantins	UFT
8.	Brazil	Universidade Federal Rural de Pernambuco	UFRPE
9.	Brazil	Universidade Regional do Cariri	URCA

10	Brazil	Universidade Tiradentes	UNIT
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herein called “the Partners”, each represented by their legal representative.

It is also composed of a group of associate institutions, from Europe and Brazil:

1.	Belgium	Santander Group	SG
2.	Portugal	Universidade Nova de Lisboa	UNL
3.	Brazil	Associação de Assessorias de Instituições de Ensino Superior Brasileiras para Assuntos Internacionais	FAUBAI
4.		Fundação Nacional do Índio	FUNAI
5.		Universidade do Estado do Amazonas	UEA
6.		Universidade Estadual do Norte do Paraná	UENP
7.		Universidade Federal do Maranhão	UFMA
8.		Universidade Federal do Mato Grosso do Sul	UMS
9.		Universidade Regional do Noroeste do Estado do Rio Grande do Sul	UNIJUI
10		Universidade Vila Velha	UVV

*The number of associate institutions may increase throughout the project’s implementation. In this case, the coordinating institution will notify the partner institutions in writing and the corrected information will be added to the present document without the need to sign a new version of the CPA.

herein called “the Associates”, each represented by their legal representative.

Considering that:

- Erasmus Mundus Action 2 is a EU programme for the promotion of cooperation between higher education institutions and the exchange of students, researchers and staff from EU Member States and non-EU Countries;
- The Partners and Associates, having considerable experience in the Erasmus Mundus Action 2 programme, have submitted a proposal for a project denominated “EBW+ – EURO BRAZILIAN WINDOWS +” in the framework of the Call for Proposals EACEA/18/2013 of the European Commission, Lot 9;
- The EBW+ project has been selected for funding by the EACEA;
- The project provides financial support for the mobility of undergraduate, PhD students and also researchers and academic and administrative staff from Brazil to Europe;
- The period of implementation of the project and its actions begin on 15-07-2014 and shall end on 14-01-2018; this period determines the eligibility period for the EU grant.

The Partners and Associates hereby specify their commitment towards the successful implementation of the project and agree as follows:

2. GENERAL OBJECTIVES AND PRINCIPLES

2.1 General objectives of the Erasmus Mundus Programme:

- Enhance the quality of higher education through international cooperation
- Increase the attractiveness of European higher education

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- c) Contribute to intercultural and mutual understanding
- d) Contribute to capacity building in partner institutions and their countries
- e) Provide good students from vulnerable groups with further education and professional development
- f) Contribute to improving students' and staff career prospects
- g) Promote cooperation between home and host institutions
- h) Develop sustainable relationships that may last beyond the scope and the end of the project

2.2 General objectives of the EBW+ project:

- a) The EBW+ project aims at fostering the mutual enrichment and a better understanding between Europe and Brazil, through the exchange of persons, knowledge and skills at higher education level and to cooperate in the following activities:
 - **Promote the student mobility** – at undergraduate and PhD levels and encourage the scholarship holders to use the knowledge and skills acquired in benefit of the social, human, economic and political development of their institutions and country;
 - **Encourage the researchers and academic and administrative staff mobility**, facilitating the capacity building of the partner's human resources, towards a sustainable cooperation;
 - **Inspire the transfer of know-how and best practices** among its partners and associates through the implementation of procedures and methodologies, and streamlining the organisation of the mobility flows and the implementation of a strong internationalisation strategy.
- b) The EBW+ project is intended to be an instrument to a long-lasting and fruitful cooperation between the partners and associates from Europe and Brazil, and one global one. Within the scope of the project and following the established rules for the management of Erasmus Mundus Action 2 projects, the Partners and Associates commit to promote and develop new cooperation activities that may lead to the strengthening and the consolidation of the existing cooperation.
- c) Mobility activities are subject to the use of specific tools (described in detail in annex 3, "Management Annex"), which enhance the transparency, equity and justice aiming at promoting common values of respect for human rights, fundamental freedoms, peace, democracy, good governance, and gender equality, the rule of law, solidarity and justice.
- d) To achieve the general objectives and common goals described herein, the Partners and Associates commit themselves to respect the principles of gender equality and combating social, economic and other inequalities that impact in particular vulnerable groups, such as disabled people, internally displaced persons, indigenous populations, among others.

3. MANAGEMENT AND ORGANISATION

The EBW+ Consortium will work so as to ensure an efficient coordination and decision-making processes, as well as a high degree of trust and communication between the Partners and Associates involved in order to achieve a strong, well organised and healthy cooperation. The



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partnership therefore establishes a high degree of partner involvement in issues such as the activities management, organisation of mobility and financial management.

3.1 Management Structures and Responsibilities

The following diagram shows the management structures which are responsible for the monitoring of the consortium activities. These structures are responsible for:

- The application, selection and admission processes;
- The academic, administrative and financial management;
- The internal academic quality assurance and the dissemination of information

Consortium Management Model



The project will be managed by:

The **Steering Committee** which is responsible for:

- Setting and supervising a common policy, general issues and standards that will imply a shared responsibility and accountability for the joint efforts in the partnership;
- Discussing, complementing, approving and implementing the visibility and dissemination strategy proposed by the Coordinating and Co-Coordinating Institutions towards the dissemination of the Erasmus Mundus Programme and,

- in particular, the EBW+ project;
- Discussing, defining and approving the implementation strategy and all the procedures and methodologies to be followed by the partnership (partners, coordinator, co-coordinator and associates);
 - Discussing and approving the activities' budget and managing the allocated grant according to the EACEA's Programme Guide and established rules;
 - Constant monitoring the consortium's actions and activities;
 - Suggesting changes and corrective measures to the adopted procedures in case of need.

The representatives of the Steering Committee at each partner institution shall be nominated by the Rector before the project's Kick-off meeting and will have the obligation to inform the other members of the Local Committee about the outcomes of the Steering Committee meetings.

The **Selection Committee**, whose representing institutions will be appointed by the consortium during the project's Kick-off meeting. This Committee, acting as an advisory body of the Steering Committee, will be responsible for:

- Supervising the Evaluation Committees' assessment ensuring an impartial and transparent selection process based on merit but also considering the most relevant cross cutting issues (eg. Gender, partners, countries and regional balance and also the participation of the most vulnerable groups) thus ensuring equal opportunities;
- Analysing the applicants' evaluation taking into consideration the distribution of available scholarships per TG, type of mobility and partner institutions;
- Proposing the final selection of mobility flows taking into consideration the pre-selection (ranking) provided by the Local Committees;
- Ensuring that the final selection proposal considers:
 - Academic achievement and previous training - the Selection Committee will follow commonly agreed selection procedures based on the quality of the applications assuring that only Very Good/Outstanding applications will be selected (only those graded 80% or higher will be considered for selection, all applications graded between 60% - 79% will be immediately placed in the reserve list and all graded below 60% will be rejected because of the lack of quality). Exception to this rule may be applied by the Selection Committee, particularly in the case of TG3 applicants and or vulnerable candidates, so as to ensure the respect of the most relevant cross cutting issues;
 - Gender balance;
 - Partner's and geographical balance (per region inside Brazil);
 - Participation of disadvantaged people;
 - Applicant's economic and social conditions, as well as the circumstances of access to Higher Education in Brazil;
- Ensuring that the selection process considers jointly agreed criteria, proposed by the coordinating institution in the kick-off meeting as indicated below and agreed among all partners:

Undergraduate	PhD	Post-Doctorate and Academic and Administrative Staff
Academic merit - 50%	Scientific merit - 40%	Previous experience/research production - 40%
Motivation - 25%	Research project - 30%	Research plan/Teaching or working plan - 30%
Language skills -		

25%	Motivation – 15% Language skills – 15%	Motivation – 15% Language skills – 15%
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The calculation of the final grade is done automatically by the UPSoft system based on the percentages awarded to each criteria.

The UPSoft system allows the partner institutions to insert a ranking of the selected applications. The ranking option is not mandatory, it is intended to allow host partners to apply other relevant criteria in the selection process, such as: cross-cutting issues, priorities in terms of future cooperation, new cooperation opportunities, etc. Home institutions will also be allowed to insert in the applicants' files additional comments or relevant information. The purpose is to give additional information to the host institutions and to the Selection Committee about the applicant and also to reveal their internal priority in terms of selection.

Host partners must consider the need to accept applicants coming from different regions and institutions. In case a host partner only accepts/ranks applicants from a given institution, the scholarships will not be granted to all those applicants, but to others to and from other institutions, so as to ensure the balanced distribution of the opportunities in the selection process.

In the selection process, focus will be given to the non-EU institutions and therefore, the balance within Brazil will be the most relevant aspect to be considered.

- f) Submitting the final selection proposal to the Steering Committee for ultimate approval before the official publication of the selection results.
- g) Analysing the suggestions to the final selection lists presented by the partners and associates not present at the selection committee and implement corrections, if duly justified.

The members of the Selection Committee of the Universities that were appointed by the Steering Committee during the Kick-off-meeting, shall be nominated by the Rector of the selected partners, two months prior to the scheduled selection meeting.

To ensure full transparency in the selection process, the members cannot be an interested part in the selection process; therefore they are not eligible to apply to the project's mobility opportunities. The signature of a "Statement of Absence of Conflict of Interest" by each of the members of the Selection Committee is mandatory.

The **Committee for Sustainability**, coordinated by the Federal University of Rio Grande do Sul (co-coordinator), shall be appointed by the consortium and act as an advisory body; it will be responsible for the creation of the necessary grounds to assure the activities' maintenance after the end of the EC funding, namely through:

- a) Search for funding opportunities outside the EMA2 programme;
- b) Development of the necessary features by involved HEIs and other stakeholders to implement future cooperation activities.

The members of the Committee for Sustainability representing the partner institutions selected during the Kick-off meeting shall be appointed within one month after the said meeting. The members of the Committee for Sustainability should maintain a permanent contact and meet regularly using videoconferencing technologies in order to ensure the necessary follow-up to the successful implementation of the project.

The **Local Committee** shall include the institutions' representative at the Steering Committee and staff from the institutions' International Offices. This structure must be well established and consolidated within each partner; its representatives shall be nominated by the Rector before the project's Kick-off meeting. This information should be sent to the coordinating institution at least one week before the kick-off meeting of the project.

The **Evaluation Committees** (one for each scientific field of studies) are composed according to each HEI's internal rules, taking into account local resources and conditions. They are responsible for assessing and ranking applications according to the common guidelines. The common standards and criteria for evaluation will be discussed and approved during the project's Kick-off meeting by all partners upon a proposal presented by the coordinating and co-coordinating institutions.

To ensure the full transparency in the selection process, the members of the Evaluation Committees are not eligible to apply to the project's mobility opportunities. It is mandatory the signature of a "Statement of Absence of Conflict of Interest" by each member of the Evaluation Committees. In those cases where the number of assessors involved is very high, assessors will perform the evaluation according to the internal rules of their university and the "Statement of Absence of Conflict of Interest" will be signed by the members of the Local Committee on behalf of the Institution.

The comprehensive description of the roles of each management structure is thoroughly explained in Annex 3 of the CPA ("Management Annex").

4. ROLES AND OBLIGATIONS

4.1. Roles of the Coordinating Institutions, Partners and Associates

By signing the present Agreement and its annexes, the coordinating institutions, the Partners and the Associates undertake to:

- a) Respect the common general objectives that formed the basis for establishing the partnership;
- b) Fulfil the actions set out in the application, together with the work programme jointly agreed between the parties;
- c) Make every effort to achieve in practice the common general objectives of each action for which the European grant is awarded;
- d) Assure the full recognition of studies and research of the outgoing students that have been selected to receive a scholarship: any student who complies with the requirements set forth by the partner/associate HEI, shall be granted recognition of their study period abroad, as long as they obtain a passing grade;
- e) Issue the mobility documents necessary to ensure the full academic recognition of the studies and research abroad (Transcript of Records, Diploma, Diploma Supplement - in case of EU Universities, Proof of Academic Recognition - in case of BR Universities);
- f) Apply a fee waiver policy as host universities for all mobility flows whenever the duration of the studies is less than 10 months - in case of EU Universities;
- g) Apply a fee waiver policy as home universities for all mobility flows whenever the duration of the studies is of 10 months or more - in case of BR Universities;
- h) Refrain from any action that could contribute to favouring brain drain from Brazil. The European partners commit themselves not to hire any scholarship holder within the period of three years once the work in Europe is concluded;
- i) Encourage Brazilian participants in mobility activities to use the knowledge and skills acquired in benefit of the social, human, economic and political

- development of their countries, thus contributing to the brain drain prevention;
- j) Encourage all participants in the mobility activities to become ambassadors of their home countries and institutions while in mobility and ambassadors of their host countries and institutions upon completion of the mobility, to favour international cooperation and achieve a better understanding between the peoples;
 - k) Maintain relations of mutual cooperation and regular exchanges of information within the partnership on matters of common interest;
 - l) Display a transparent attitude with regards to managing and reporting on the actions for which the European grant is awarded and fully cooperate with annual or occasional audits on the implementation of the EBW+ Project.
 - m) Have full responsibility for ensuring that the activities are implemented in accordance with the EACEA rules, the Erasmus Mundus Programme Guide and the Administrative and Financial Handbook;
 - n) Ensure a strong and efficient communication between the coordinating, partner and associate institutions, ensuring also the accuracy of the information and materials supplied to the other partners or associates;
 - o) Provide all relevant and detailed information to answer any claims that the EACEA might have in respect to the project's implementation;
 - p) Supply all documents and information to the EACEA which may be required, in particular in relation to the proofs of payment and financial management of the project but also the documents that allow traceability of payments and verification of the implementation of mobility;
 - q) Provide, in the event of audits, checks or evaluations, all the necessary documents, including the accounts of the partners, the original accounting documents and signed copies of sub-contracts, if any.
 - r) Inform the partnership (coordinating institutions and partners) of any event that might affect the implementation of the action;
 - s) Agree upon appropriate arrangements for the project's implementation (CPA and its annexes);
 - t) Organize promotion activities and publish promotion materials in full respect of article II.5 "Publicity" of the Grant Agreement (annex 2);
 - u) Contribute to the wide dissemination of the project's opportunities within and beyond the partnership;
 - v) Prepare the data needed to draw up the reports, financial statements and other documents requested by the EACEA or by the Coordinating institutions;

4.2. Roles of the Coordinating Institution

- a) Be the sole intermediary for all communication between the Partners and the EACEA, as well as with other relevant non-European parties such as the EU Delegation, embassies, ministries, etc.;
- b) Be responsible for supplying to the EACEA all documents, reports and information required within the established deadlines;
- c) Administer the grant allocated to the EBW+ Project and fulfil the financial tasks according to the financial provisions set out in the "Grant Agreement" and in the "Administrative and Financial Handbook";
- d) Distribute the grant allocated as lump sum to the Partners in accordance to what is established in the present CPA;
- e) Inform the Partners and Associates of any event that might be liable to substantially affect the implementation of the EBW+ Project;
- f) Provide a Management Team and the necessary staff to coordinate, implement

- and administer the project and to facilitate the permanent communication between all Partners and Associates;
- g) Preparing a proposal for the visibility and dissemination strategy to be approved by the Steering Committee;
 - h) Defining the communication strategy and present it to the Steering Committee for approval;
 - i) Organise joint activities, especially consortium meetings to discuss the management procedures and the implementation of the foreseen activities. Such meetings, their agenda and the venue will be proposed to the Partners for approval and also sent to the EACEA;
 - j) Execute and monitor the implementation of the activities and of the decisions taken during the consortium meetings;
 - k) Create and manage a website with general information about the programme, the project and all related academic, administrative and financial information;
 - l) Implement and manage the UPSoft, the informatics system created at U.Porto for the project's implementation, namely concerning: website, online application, files, "Scholarship holders" section, "Institutions" section, online communication tools, financial management of the allocated budget, etc.;
 - m) Overview the selection process and chair the project Selection Committee for the selection of scholarship holders;
 - n) Communicate directly with applicants and afterwards publish online the selection results after approval by the Steering Committee of the proposal presented by the Selection Committee;
 - o) Create a system of appeals for applicants to make use of once the selection results are published;
 - p) Monitor the Partner's compliance with the set obligations;

Roles of the Co-Coordinating Institution

The joint coordination is intended to allow the partnership to benefit from the experience acquired by UFRGS in the management of international cooperation projects. It is the partnership wish to join forces and combine efforts so as to create a stronger impact and more multiplying effects. The co-coordinator's work will be focusing on the following areas:

Visibility and Dissemination – UFRGS will:

Organize and participate in dissemination sessions at partner institutions (depending on the available budget) and also in other Universities not belonging to the EBW+ partnership for a more regional reach (namely through dissemination/information sessions and KoMs of other projects they participate either as co-coordinator or partner);

Establish direct contacts with and send dissemination materials to EU Delegation, Embassies and Consulates in Brazil;

Produce dissemination materials such as posters, flyers, videos, etc.

Send dissemination materials to media.

Communication – UFRGS will be required to:

Convey to the Coordinator the Brazilian partner's views about the information available to applicants and also about the opportunities offered by the EMA2;

Provide information to Brazilian partners and associates about the project;

Organize information session(s) (web-based or physically depending on the available budget) aimed at partners and associates and eventually also at other Brazilian institutions;

Facilitate the communication with partners concerning the most frequent and common

questions;

Provide training services to partners and also associate HEIs with the objective of developing skills and capacities in the project's management and in the preparation and implementation of mobility flows (capacity building).

Implementation & Management – UFRGS will be required to:

Validate TG3 applications and in the process they will consult with local authorities if needed;

Establish contacts with EU Delegation in Brazil, Embassies and Consulates;

Be responsible for the organization of a consortium meeting;

Convey the partners' perspectives, in particular the Brazilian HEIs and associates;

Work together with the coordinator in all selection meetings so as to assure a transparent and fair selection procedure;

Identify new tools and features that may ease the mobility implementation and propose them to the partnership;

Suggest new procedures and rules for a more transparent and easier mobility implementation;

Stimulate the dynamic involvement of all Brazilian members in the project's activities and act as spokesman of the Brazilian partners and associates.

Sustainability – UFRGS will collaborate towards the organization of workshops, webinars and other pertinent events towards EBW+'s impact in Brazil. During the project's implementation, UFRGS will:

- a) Coordinate all actions of the Committee for Sustainability;
- b) Provide Brazilian Universities the opportunity to join in staff training events;
- c) Contact key actors and players in Brazil so as to ensure their involvement in EBW+'s sustainability strategy;
- d) Organize activities, meetings, workshops and staff training events for Brazilian partners and associates (depending on the available budget);
- e) Foster the establishment of contacts and links between Brazilian partners and associates promoting the development of future synergies among them.

Quality Assurance & Evaluation Strategy – UFRGS will be required to stimulate Brazilian partners and associates in sharing good practices and best procedures so as to contribute to the smooth implementation of the project and ensure quality of the adopted mechanisms. The co-coordinator will therefore have a central role in the quality assurance of the project and in the definition of activities and initiatives that will lead to a stronger impact in Brazil and also in the cooperation between EU and Brazil.

Brain-drain prevention Strategy – UFRGS will be required to promote an intense dialogue among the partnership towards the prevention of brain-drain, and afterwards also presenting the views and feedbacks of the partners to the partnership.

The coordinator and co-coordinator shall discuss common proposals over video-conferences, online contacts and also bilateral meetings before the consortium meetings with the purpose of defining the proposals to be jointly presented to the partnership.

4.3. Roles of the Partners

- a) Prepare and forward to the coordinating institution the data needed to draw up the reports and financial statements and other documents that may be requested by the coordinating institution;
- b) Ensure that all information to be provided to the EACEA or requests for additional information and/or clarification are sent via the coordinating institution;



- c) Respect the deadlines established for providing information, reports, feedbacks or any other data required by the Coordinating institutions or the EACEA;
- d) Inform the coordinating institution of any withdraw or any event that may affect or delay the implementation of the foreseen activities;
- e) Participate in the consortium meetings (it is mandatory that every Partner is represented in the meetings) and in the decision making process. In case the representative cannot attend the meetings a substitute or a proxy should be nominated;
- f) Embrace a cooperative approach in the project's implementation and facilitate the sharing of best practices and know-how within the partnership;
- g) Maintain a close contact with the outgoing scholarship holders so as to ensure a permanent monitoring and prevent brain drain;
- h) Provide information, full support and assistance to the scholarship holders according to what is established in annex 3 ("Management Annex");
- i) Organise the project's activities respecting the:
 - Foreseen number of individual mobility flows with Brazil;
 - Distribution range per type of mobility;
 - Participation of as many Brazilian institutions as possible;
 - Participation of vulnerable groups;
 - Transparent and fair selection procedure by following the partnership's approved guidelines and procedures.
- j) Offer language courses to the incoming scholarship holders with a mobility period of 10 months or higher by making use of the associated participation costs; for other scholarship holders, endeavour all efforts to offer such courses.

4.4. Roles of the Associates

Associates play a decisive role in the project's implementation as they must:

- Seek to contribute positive and actively to the good implementation of the project;
- Assure a sustainable impact of the project in the country/region;
- Strengthen the cooperation with institutions belonging to the partnership (coordinating institutions, partners and other associates).

Concrete tasks were defined and proposed to the project's associates to be accomplished throughout the implementation of the EBW+ Project:

- a) Extensive dissemination of the Erasmus Mundus Programme and of the EBW+ Project;
- b) Promotion of the EBW+ mobility opportunities and the consortium activities within the associate institutions and also within the country/region;
- c) Identification of TG3 applicants that fulfil the conditions defined by the EACEA for this Target Group;
- d) Participation in the validation of TG2 applicants (only applicable to universities);
- e) Assuring the full recognition of studies of the outgoing students that have been selected to receive a TG2 scholarship (only applicable to universities);
- f) Participation in the evaluation of the project's quality acting as external experts to assess the implemented mobility processes and the general management actions and processes;
- g) Wide dissemination of the project's impact and outcomes;
- h) Promote a thorough evaluation of the procedures, management tasks and all aspects related with the project's implementation.

4.5. Publicity

All partners and associate institutions unless the Executive Agency or the coordinating institution requests otherwise, shall indicate in all communication or publication (including a meeting, a conference or a seminar) that the action is carried out "with the support of the Erasmus Mundus programme of the European Union".

Students and academic staff involved in the mobility shall be informed that their mobility is funded with the support of the Erasmus Mundus programme of the European Union.

Any communication or publication, in any form and medium, shall indicate that the sole responsibility lies with the author and that the Executive Agency is not responsible for any use that may be made of the information contained therein.

The detailed instructions and logos to be used in all official communication/publication of the EBW+ project are available on:

http://eacea.ec.europa.eu/erasmus_mundus/beneficiaries/beneficiaries_action_2_en.php#project.

4.6. Reporting

All partners and associate institutions involved in the implementation of the project's activities are required to send to the coordinating institution regular **Progress Reports** (financial and administrative), which will be integrated in the official reports to be sent by the coordinating institution to the EACEA according to the following time schedule:

1. 1st technical progress report by 1st September 2015
2. 2nd technical and financial progress report by 29th February 2016
3. 3rd technical and financial progress report by 28th February 2017
4. Final Report by 14th March 2018

5. ACTIVITY ORGANISATION BUDGET AND FINANCIAL MANAGEMENT

The coordinating institution receives the grant amount to cover organisation of mobility and individual scholarships in three pre-financing instalments, in accordance with the payment arrangements laid down in Articles I.3 and I.4 of the "Grant Agreement" (annex 2) signed with the EACEA.

The Partnership cannot claim any additional financing. Under no circumstances, changes can lead to an increase of the grant originally reported in the "Grant Agreement".

The following budget was proposed, discussed and agreed during the Project's kick-off meeting, the first Steering Committee meeting. Financial management procedures were also proposed by the Coordinating institutions and agreed by the Steering Committee. The management of the global lump sum given to the institutions will be distributed according to the following:

Total Lump Sum	€ 210,000
Coordinating Institution	€ 100,000
Co-coordinating Institution	€ 10,000
BR Partner Institutions - 10	€ 50,000

(except Associate Partners)	€ 5,000 (each HEI)
EU Partner Institutions - 10 (except Associate Partners)	€ 50,000 € 5,000 (each HEI)

Each of the European and the Brazilian partners receive a lump sum of 5,000 €, which have to be used within the framework of the Project (staff costs, travel costs, publications, meetings, administrative costs, etc). The Partners will receive the lump sum at the start of the Project, upon the signature of the present CPA, including the Financial Agreement. The Partners will keep accounting documents for the period of 5 years after the ending date of the project to justify the expenses paid by this lump sum and upload a copy of the original receipts of payments in the UPSoft, in their personal page.

The Joint Coordinator receives an additional lump sum of 10,000 € which must be justified with detailed report of activities carried out.

The Partners and the Coordinator agree that the remaining lump sum per Partner will be used as a general coordination budget for the Project, managed by the Coordinator (for a full time Project manager/administrator, the Project database, meetings, Project publications and other activities and general costs related to the Project's implementation and management). The Coordinator will keep transparent accounting of this general coordination budget.

All Partners will receive 3.000€ participation costs, if applicable, for all students they host within the framework of the Project for mobility of 10 months and longer, upon submission of proof.

Payments of the participation costs will be done to each partner once a year at the beginning of the academic year and upon sending the necessary invoice to the coordinating institution.

All Partners should apply as host institutions a fee waiver policy for mobility inferior to 10 months. Fees cannot be charged to post-doctorate mobility for research purposes. Participation costs may cover tuition and/or registration fees, additional library, student unions, laboratory consumables, residence permit, language courses costs etc. on an equal basis to that charged to local and international students. Under no circumstances may Partners claim participation costs from visiting grant holders beyond the amounts indicated above or retain the funding foreseen as subsistence allowance to cover such costs.

All Partners should apply as home institutions a fee waiver policy for mobility equal or higher than 10 months, so that no double imposition of fees takes place.

By signing this CPA, the Partners agree that the lump sum money can be solely used for the implementation, promotion and sustainability of the project. No overhead can be charged on this budget by the partners.

All partners confirm to have read and understood the Administrative and Financial Handbook applicable to the call EACEA/38/2012 and agree to act accordingly to the regulations stipulated in this Handbook: (http://eacea.ec.europa.eu/erasmus_mundus/beneficiaries/beneficiaries_action_2_en.php).

6. DUTY OF CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

The partners and associate institutions will undertake not to disclose to anybody outside the agreed evaluation process non-public information which becomes known during the evaluation of applications, neither in respect of their content, their assessment nor concerning the identity of the involved evaluators and their individual opinions.

All management documents and specific tools developed by the coordinating institution and made available to the Partners and Associates are to be used exclusively for the purpose of the EBW+ Project and cannot be displayed or given to others without previous agreement from the coordinating institution.

The partner and associate institutions must treat as confidential and must use all reasonable efforts to ensure that they do not disclose to any person, any document, information or other material directly related to the subject of the Grant Agreement.

The above clause relating to confidentiality shall remain in force beyond the expiry date of the Grant Agreement but shall not in any case be deemed to extend to specific circumstances such as:

- a) The information was at the time of receipt published or otherwise generally available to the public;
- b) The information has been published or become generally available to the public otherwise than through any act or omission on the part of the partner or associate institution;
- c) The information was already in the possession of the partner or associate institution without any restrictions on disclosure;
- d) The information was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party;
- e) The information was developed independently from the work under the present CPA by the partner or associate institution.

The above clause relating to confidentiality shall not be deemed to extend to academic publications and public presentations provided that information beyond the general framework of the project deliverables and the characterisation of single test items is not disclosed. However, the coordinating institution shall be notified of any intention on the part of a partner or associate institution to produce such publications and make such presentations.

In case of breach of the confidentiality duty and intellectual or industrial property rights, the defaulting partner or associate institution shall compensate the coordinating institution and any other partner or associate institution against any claim in respect of infringements regarding copyright or other intellectual or industrial property right.

Each partner has the right for non-commercial use of the Project's results. This right is perpetual and free of charge.

7. ENTRY INTO FORCE, DURATION AND TERMINATION

The CPA shall enter into force from 15th July 2014 and shall continue in full force and effect until complete fulfilment of all obligations undertaken by the coordinating institution and the Partners under the "Grant Agreement" and the present document.

The CPA is valid only when it harmonises with the meaning of the Grant Agreement. In case the terms of the present agreement are in conflict with the terms of the "Grant Agreement", the terms of the latter shall prevail. It can be adapted if EACEA publishes new or adapted regulations in the *Programme Guide* and/or *Administrative and Financial Handbook* or if procedures change during the implementation of the project. A new version becomes legally binding within a week after publication under condition that there is no objection from the partners and associates.

Should any provision of the CPA become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of the agreement.

In the event that the partner or associate institution fails to perform any obligations under the present agreement and does not remedy such failure within thirty (30) days after having received a notice in writing from the coordinating institution specifying the failure and requiring such remedy, without prejudice to any other rights or remedies, the coordinating institution shall be entitled to start the termination process of the present agreement forthwith, without the application of any juridical procedures, by notice in writing to the partner or associate institution and by filing a written request for an Official Amendment of the Executive Agency.

If the CPA is terminated because a partner or associate institution fails to perform its obligations under the present CPA, the rights and licenses granted to the institution pursuant to this CPA shall cease immediately, and the institution shall forfeit the right to reimbursement for obligations performed.

Furthermore, if the CPA is terminated by the coordinating institution after receiving the official Amendment approving the termination due to non-performance of obligations by a partner or associate institution, the partner or associate institution shall be responsible for and pay any direct cost increase resulting from the necessity to remedy its breach of responsibilities and to assign its tasks to one or several other project partners.

The provisions regarding liability, applicable law and settlement of disputes shall remain valid even after the expiration or termination of this Consortium Partnership Agreement. All partners and associate institutions are obliged to comply with their obligations of reporting and providing all required documents to the coordinating institution for the period of five years after the ending date of the project (until 14th January 2023).

8. LEGAL PROVISIONS, LIABILITY AND ETHICAL PRINCIPLES

Nothing in this Agreement and its annexes shall be deemed to require a partner to breach any mandatory or statutory law under which the partner and associate institution is operating.

Partner and associate institutions agree that every person with responsibilities within the consortium (in relation to the mutual undertakings with each other) shall abide by, conform to, and comply with all the laws of each partner and associate institution's home country, or other relevant jurisdictions as well as the statutes, regulations and disciplinary rules formally approved by each partner or associate institution.



No partner or associate institution shall be held responsible towards other partner for any direct or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

In the event that any casualty or unforeseen occurrence shall render the fulfilment of the Agreement impossible, no party shall in any case be held responsible to any other party for any damage caused thereby.

Each partner and associate institution shall be solely liable for any loss, damage or injury to third parties resulting directly from its actions. The Project Partners shall not, however, be held liable for any indirect or consequential loss or damage that they may have caused to each other in connection with the Project. The upper limit for each Partner's liability towards another Partner equals in all cases the amount of EUR 10.000, unless loss or damage is caused by wilful misconduct or gross negligence.

Each partner shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Partner resulting directly or indirectly from performance of the work under the present Contract.

In the event of a partner or associate institution's breach of its obligations under the present CPA and its annexes, such breach must be corrected within the calendar that will be established by the coordinating institution. If the breach is not solved within the established deadline, the defaulting institution will be considered accountable and corrective and disciplinary actions will be adopted, namely the mentioned under clause 7. of the present agreement.

No partner or associate institution shall be held responsible for a breach of the CPA if such breach is caused by *force majeure*. *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Partners' control which prevents them to fulfil the obligations set by the "Grant Agreement" and that are not attributed to error or negligence on their part, and proves insurmountable despite all due diligence (please refer to the definition of Force Majeure set in annex 2, "Grant Agreement"). Each partner or associate institution must prompt and immediately notify both Coordinating Institutions of any *Force Majeure* event that will act accordingly to the seriousness of the existent situation. The institutions shall make every effort to minimise any damage due to *force majeure*.

The partners and associate institutions shall not be entitled to act or to make legally binding declarations on behalf of any other Partner. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the partners and associate institutions.

The partners and associate institutions shall be responsible for keeping themselves informed of all applicable laws and regulations, including currency regulations, import & export as well as Intellectual Property laws, and shall comply with such laws and regulations.

Scholarship holders must not engage in research of a military or dual-use character and observe, with particular attention to the country of the host institution, internationally recognized ethical principles throughout the implementation of the project.

The partners and associate institutions will neither seek nor take instruction from any government, authority, person, institution or body outside the "EBW+" Partnership concerning the applications they evaluate.

The partners and associate institutions commit to undertake all the necessary measures to prevent any risk of conflicts of interests which would affect the impartial and objective performance of the CPA and of the Grant 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.

The representatives of the partners and associate institutions will abstain from the evaluation of any application in whose outcome they have a personal interest, in which they are personally involved or to which they are linked, namely that they are related to one of the proposers such that their independence in the assessment might be thought to be impaired.

The partners and associate institutions shall identify towards the Selection Committee any such application and must abstain from participating in the selection process thus complying with the partnership rules so as to avoid any conflict of interest.

9. DISAGREEMENTS AND SETTLEMENT OF DISPUTES

The partners and associate institutions agree that any disputes arising from the performance of this Agreement shall be dealt with in a forum agreed by all parties. The Partners will consult with each other and attempt to resolve amicably disputes or misunderstandings that may arise in the project's implementation.

In case the dispute cannot be resolved, the decision will be taken by vote. Each partner shall have one vote and the decisions shall be taken by a majority of two-thirds (2/3) of the votes.

In the event that the consortium attempts to solve any disputes are not successful, the Portuguese law and court of jurisdiction applies. The decision taken by the competent court shall be final and binding upon the partner and associate institutions.

10. AMENDMENTS

This Agreement may be formally amended or modified, in writing, upon signature of the representatives of all Partners and Associates.

This Agreement represents the complete understanding of the parties with respect to the subject matter hereto, subject to any additional information provided in the three annexes and also in handbooks and information/dissemination materials prepared and agreed by the Institutions.

This Consortium Partnership Agreement is drawn up in two original copies, in English. This language shall govern all EBW+ documents, news, meetings and processes. The Portuguese version of this document is for reference and information only.

The Federal University of Latin American Integration shall provide the publication of the extract of the present MoU in the Brazilian Official Gazette right after its signature, pursuant to the terms of the Sole Paragraph of Article 61, Law # 8.666/93.

Signatures

We, the undersigned, declare that we have read and accepted the terms and conditions of the present document as described above, including the annexes thereto.

Porto, 03 / 06 / 2016



Sebastião Feyo de Azevedo
Rector
University of Porto



Foz do Iguaçu, 07 / 04 / 2016



Prof. Dr. Josué Modesto dos Passos Subrinho
Rector *Pro tempore*
Federal University of Latin American Integration