

Bilateral Agreement

AGREEMENT NUMBER – 2018 – 3823/001-001

Project Reference Number 598651-EPP-1-2018-1-CL-EPPKA2-CBHE-JP

Developing research and innovation capacities of Latin-American HEI for the analysis of informal labour market / LATWORK

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

Universidad Viña del Mar
Diego Portales 90
2580022 Viña del Mar, Chile

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Mr Carlos Alberto Isaac Palyi, Rector, the legal representative,

and the following beneficiary:

P7- Universidade Federal de Paraíba (UFPB)
Campus I - Lot. Cidade Universitaria, PB
58051-900, João Pessoa, Brasil

represented here by, exclusively to manage the grant assigned to Universidade Federal de Paraíba:

Fundação Parque Tecnológico da Paraíba - PaqTcPB (<http://www.paqtc.org.br/>)
Rua Emiliano Rosendo Silva, 115, Bodocongó. CEP: 58431-000, Campina Grande - Paraíba.
CNPJ. 09.261.843/0001-16.
Razão Social. FUNDACAO PARQUE TECNOLOGICO DA PARAIBA. Nome fantasia. PAQTC-PB
Diretor Geral: Prof. Dr. José Nilton Silva – UFCG

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

Where a provision applies without distinction to the "coordinator" and the "beneficiary", for the purpose of this Agreement they will be collectively referred to as the "beneficiary".

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+ action **Developing research and innovation capacities of Latin-American HEI for the analysis of informal labour market (LATWORK)** (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 2018 – 3823/001-001, concluded between the coordinator as legal representative of the partners and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency" or "EA"), 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 (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.

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 or the complete fulfilment of all obligations undertaken by the Parties under this Partnership Agreement depending on which occurs later. All provisions of this Agreement which by nature should survive the termination of this Agreement shall so survive such termination. This shall include without limitation the provisions relating to results, reimbursements and the like, and confidentiality, for the time period mentioned therein, as well as for liability, and applicable law, all of this Agreement.

Article 3
Obligations and responsibilities

3.1 General obligations and role of the beneficiaries (including the coordinator).

The beneficiaries:

- (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.
- (f) shall enter into a subcontract or otherwise involve third parties only in accordance with the Grant Agreement and remain responsible for carrying out its relevant part of the and for such third party's compliance with the provisions of this Agreement and of the Grant Agreement.
- (g) shall ensure that the involvement of employees, third parties, etc. does not affect the rights and obligations of the other parties under this Agreement and the Grant Agreement shall, to the fullest extent they can lawfully do so, ensure that it can grant rights and fulfil the obligations under the Grant Agreement and this Agreement notwithstanding any rights of its employees or subcontractors in results so created.
- (h) shall work together to establish a list which shall specify all rights of ownership and use of pre-existing industrial and intellectual property rights to disclose it to the Executive Agency (Grant Agreement Art II.8).
- (i) shall be especially aware of the rules laid down in the Grant Agreement concerning the award of contracts (e.g. Art I.10.1, Art II.9, Art II.10) and shall especially ensure that the conditions applicable to them under Articles II.3 (Liability for Damages), II.4 (Conflict of Interest), II.5 (Confidentiality), II.8 (Pre-existing Rights and ownership and use of the results) and II.27 (Checks, Audits and Evaluation) of the Grant Agreement are also applicable to a contractor and that the contractor has no rights vis-à-vis the Executive Agency.
- (j) are aware that the allocation of project funding is subject to the receipt by the coordinator of the respective project funding from the Executive Agency.
- (k) are aware that all payments shall be regarded as advances pending explicit approval of the final report, the corresponding cost statement and the quality of the results of the project and that all payments may be subject to reclamation, reimbursement, etc. in the case the Executive Agency or any other competent authority does not approve a certain cost-position or rejects output of the project, due to a lack of quality or other reasons.
- (l) understand, that even if a personal result is sufficient for the approval by the Executive Agency the whole amount paid to a party may be subject to reclamation, if the Executive Agency does not approve the project's results itself.
- (m) are aware that recoveries may also take place after the payment of the balance.
- (n) are aware of the fact that the coordinator will not compensate for the ineligibility of costs e.g. caused by any violation of the Grant Agreement or this Agreement.
- (o) are aware that in case of recovery, reclamation, etc. the beneficiary which received the amount to be repaid shall repay the amount due without any delay. If not stipulated otherwise by the coordinator or the competent authority repayments must be made within 15 calendar days from the request to the coordinator. In case another beneficiary repays the amount, especially because the beneficiary possibly functions as a joint and several debtor vis a vis the Executive Agency, the beneficiary which received the amount to be repaid shall indemnify, make good, save and hold harmless the other beneficiary without delay.

- (p) are aware of the rights granted to the European Union in the Grant Agreement (e.g. Art 1.7, Art. 11.8) concerning the results of the project and any pre-existing industrial and intellectual property rights, which have been included in the results, and warrant that they will meet their respective obligations and shall implement the necessary measures.
- (q) are aware that the coordinator is entitled to withhold payments if they have not signed this Agreement, fail to perform any obligations under the present Agreement or the Grant Agreement, in case of recoveries, or if a beneficiary is suspected of unlawful use of project funding.

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 beneficiary and the Executive Agency, and inform the beneficiary of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiary 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 beneficiary, transfer funds to the beneficiary in accordance with the dispositions for payments laid down in Art 5 of this Agreement and shall be entitled to recover any payments already paid to a defaulting beneficiary or withhold any payments especially in cases of non-delivery of results and/or reports, any other failure to perform duties according to the Grant Agreement or this Agreement, outstanding claims concerning the repayment of grant amounts, or if suggested by the EA or other competent authorities;
- (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 1.4 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 beneficiary, as per the dispositions of Article 1.4 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 various reports templates and any other relevant document concerning the project.
- (j) transmit to the beneficiary 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 beneficiary;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time (at least 45 days prior to the expiration of the official deadline) to the coordinator all relevant data needed to draw up the reports, financial statements and any

- other documents provided for in the Grant Agreement or this Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) submit every 6 months to the coordinator internal reports with financial statements and all other reporting requirements and supporting documents including a technical report as laid out in the Grant Agreement and/or specified by the coordinator as prerequisite for the transfer of financing by the coordinator as stipulated in Art 5 of this Agreement;
 - (e) ensure an adequate and orderly accounting of their project activities, and assume the sole respective liability also for the ineligibility of expenses and costs
 - (f) provide the coordinator without delay with any other information or documents it may require and which are necessary for the management of the project;
 - (g) 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.);
 - (e) 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.

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 970.038, - 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) a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- b) a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay

4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiary in carrying out the activities foreseen. The beneficiary commits 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 I of this Agreement.

Article 5 Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary to the accounts communicated by the beneficiary when all necessary prerequisites are met.

5.2 The transfer of the Erasmus+ grant contribution to individual beneficiary will be implemented in accordance with the following timetable and procedure:

- Within 45 days of receiving each period report of the necessary proof of the period expenditures/activities (according to the instructions explicitly provided by the coordinator), the coordinator will reimburse to the beneficiary's account specified on Annex III of this Agreement the costs actually incurred in accordance with the estimated budget breakdown.

- All payments are on condition of meeting the following criteria:
 - a) Execution of the beneficiary's activities, as outlined in the Grant Agreement.
 - b) Complying with of all the conditions of work quality reviewed by the Coordinator.
 - c) Complying with the timetable of the task.
 - d) Meeting all formal criteria, including:
 - i. Required administrative documentation: Staff convention, time sheets, copy of work contracts, and any necessary supportive document that reflects the authenticity of facts outlined by the partner.
 - ii. Required technical documentation: Progress reports, both technical and financial, detailing activities accomplished and their results in relation to the amount received (using the templates prepared and distributed by the Coordinator, available in the project's Moodle platform):
 - The Coordinator will review the meeting of this criteria before transferring any payment.
 - The presentation of costs must be done according to the instructions explicitly provided by the coordinator.

5.3 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. Erasmus+ grant amounts received in advance and not used by the beneficiaries 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 beneficiaries responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator immediately according to the present Agreement and the Grant Agreement.

5.5 The costs of financial transfers shall be borne by each recipient. If it is necessary that a transfer must be realized twice, by the fault of either of the parties, the associated costs will be charged to the party at fault.

5.6 All payments depend upon the availability of transferred funds by the European Commission of the Erasmus+ programme in the Coordinator's project bank account. Currency risks shall be borne by the beneficiary receiving a grant amount. All respective payments by the coordinator shall be executed in EURO according to the budget approved by the EA and in accordance with the Grant Agreement and the present Agreement. The coordinator thus does not adjust any payments in case of currency fluctuations.

5.7 The beneficiary understands that, while obtaining sufficient results for the European Commission's approval, the totality of the amount paid to the partner can be subject to a claim if the European Commission does not approve the project results.

5.8 The final payment will be adapted in consideration of the real costs spent, such as generated incomes by the Project, and will constitute the necessary amount to balance the amounts spent and received.

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 every 18 months with all necessary information and copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement or required by the coordinator. The beneficiary shall also submit every 18 months all documents according to the audit requirements laid down in the Grant Agreement and to the project and financial guidelines. If one or more of the beneficiaries is late in submission of any project deliverable, especially reports, the coordinator may nevertheless submit the other beneficiary deliverables and all other documents required by the Grant Agreement to the EA in time.

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.

If the local currency is not the EURO, the applicable exchange can be found at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm

For the first three internal reports, according to the following timetable, the exchange rate corresponds to the month of December of 2018:

1 st Reporting Period	2 nd Reporting Period	3 rd Reporting Period	4 th Reporting Period	5 th Reporting Period	6 th Reporting Period
15-01-19/ 14-07-19	15-07-19/ 14-01-20	15-01-20/ 14-07-20	15-08-20/ 14-01-21	15-01-21/ 14-07-21	15-07-21/ 14-01-22

For reports starting from 15 August 2020, the exchange rate will correspond to the month in which the coordinator receives the second transfer from the European Commission. This date has yet to be determined and will be reported to partners once the information has been received.

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 (Art II.27.2). 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 other relevant documents such as possible Project and Financial Guidelines for the Use of the Grant.

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" the individual amounts of which are specified in the Erasmus+ Programme Guide.

7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff costs, the partnership will apply the unit costs amounts defined in the Erasmus+ Programme Guide.

7.3 The coordinator will manage the travel costs and costs of stay and will pay to each participant the costs according the Executive Agency rules.

7.4 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 Erasmus+ Programme Guide. The coordinator will reimburse the total eligible amounts reported in a correct way every six months.

7.5 The coordinator will transfer, according to the table in Article 5.2, the staff costs justified according to the unit costs amounts defined in the Erasmus+ Programme Guide, independent of the real costs that the beneficiary has incurred, minus the exceeded costs in the category of travel costs according to the unit costs amounts, if applicable.

7.3 The Erasmus+ grant contribution to the project's 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 Erasmus+ Programme Guide.

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:

P1- Universidad Vía del Mar (UVM) (Chile)
Meritxell Calbet Montcusi
mcalbet@uvm.cl

For the beneficiaries:

P2- Universidad San Sebastian (USS) (Chile)
Rocio Serrano Callejas
rocio.serrano@uss.cl

P3- Universidad de Magallanes (UMAG) (Chile)
Wilson Verdugo
wilson.verdugo@umag.cl

P4- Universidade de Coimbra (UC) (Portugal)
Elisio Estanque
elisio.estanque@gmail.com

P5- Universidad de Alicante (UA) (Spain)
Víctor F. Climent
v.climent@ua.es

P6- The University of Aberdeen (UNIABDN) (United Kingdom)
Ioannis Theodossiou
theod@abdn.ac.uk

- P7- Universidade Federal da Paraíba (UFPB) (Brazil)
Roberto Vêras de Oliveira
roberto.veras.2002@gmail.com
- P8- Universidade Federal de Campina Grande (UFCG) (Brazil)
Mario Henrique Guedes Ladosky
mhadosky@gmail.com
- P9- Universidade Estadual de Campinas (UNICAMP) (Brazil)
Jose Dari Krein
darikrein@gmail.com
- P10- Universidad Nacional del Litoral (UNL) (Argentina)
Pedro Sánchez Izquierdo
psanizq@hotmail.com
- P11- Universidad Nacional de Rosario (UNR) (Argentina)
Patricia Rojo
patriciaarojo@gmail.com
- P12- Universidad de Buenos Aires (UBA) (Argentina)
Paula Varela
paula.varela.ips@gmail.com

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 1.10.3, 1.10.4 and 1.10.9 of the Grant Agreement and other relevant guidelines.

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 and in accordance with the GDPR and all other applicable data protection legislation. In particular, the parties will implement the necessary technical and organizational measures, but in any case ensure that the persons authorized to process the data have or are committed to unrestricted confidentiality. In any event, the use of processors, in particular cloud providers, instant messaging services and e-mail providers, must comply with Article

28 GDPR. The processing of data outside the EU shall only be admissible when the necessary prerequisites according to the applicable legislation are met. The parties undertake to conclude appropriate further agreements (eg according to Art. 26 or Art. 28 GDPR) if necessary.

Article 11 **Ownership and property rights**

11.1 Notwithstanding Article 1.7 of the Grant Agreement and other mandatory provisions stipulated in the Grant agreement concerning Results the following shall apply.

Results shall be owned by the Party whose employee(s) generated such Results, or on whose behalf such Results have been generated.

Where Results are generated from work carried out jointly by two or more Parties and if the contributions to or features of such Results form an indivisible part thereof, such that under applicable law it is not possible to separate them for the purpose of Exploitation, those Parties shall jointly own equal undivided shares in that Results, and shall be free to Exploit the Results, without payment of compensation to any other such Party.

Access Rights to Results and pre-existing rights for the implementation of the project are granted, on a royalty-free basis to and by all parties, and shall either terminate automatically upon completion of the project or upon termination of a party's participation, unless the remaining parties need Access Rights for a longer period as to successfully implement the project or the Grant Agreement provides for a longer period.

The parties shall be – concerning the results they own – completely free to pursue any further activities including but not restricted to publications, follow up projects (funded or not) or continual development thereof.

The Parties shall disseminate the Results in particular according to the GA. They shall take care that the publications do not negatively affect the interests of other Parties, e.g. lead to the publication of Confidential Information. In case a Party wishes to include in a Dissemination activity another Party's Results (which are not publically available), and/or Confidential Information, it needs to first obtain that Party's prior written approval.

11.2 Materials already developed and brought in (background) 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.

11.3 According to Art 1.7 of the Grant Agreement all materials produced under the scope of the Action must be made available for the public, in digital form, freely accessible through the internet under open licenses. The parties shall decide on the matter in the Steering Committee.

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. Subject to the provisions of Art 12.2 and 12.3 of this Agreement, the aggregate liability of one party to the other party collectively in respect of any and all such claims shall not exceed the sum of each party's share in the grant. The preceding exclusions and limitations stated shall not apply in respect of any: wilful misconduct, recoveries, refunds, reimbursements etc. of grant contributions; penalties according to the Grant Agreement; grant amounts reduced due to another party's fault, fraud; death, injury to natural persons. The parties shall never be liable for, if not stated explicitly otherwise in this Agreement and subject to Art 12.2 and 12.3 of this Agreement: loss of

profits, revenue, income, interest, savings, shelf-space, production and business opportunities; lost contracts, goodwill, and anticipated savings; any type of indirect, incidental, punitive, special or consequential loss or damage. The coordinator shall not be liable for losses that result from a delayed disbursement of grant contributions to the coordinator.

12.2 Each contracting party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said contracting party's obligations by it or on its behalf under this Agreement or from its use of project results or pre-existing IPR. The contracting party responsible for any loss, damage or injury to third parties shall indemnify other contracting parties not responsible, if the third parties make claims on such parties. Limitations or exclusions of liability shall in this case not apply.

12.3 Each beneficiary agrees to indemnify the coordinator, in case of any action, complaint or proceeding brought by the funding authority or related entities (Commission, OLAF, auditors, etc.) against the coordinator as result of damage caused, either by any act or omission committed by the beneficiary in performing its obligations. Limitations or exclusions of liability shall in this case not apply.

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 English and Spanish.

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 Steering Committee and Conflict resolution

15.1 The Steering Committee shall consist of one representative of each party (hereinafter referred to as "Member"). The coordinator shall chair all meetings of the Steering Committee. The coordinator shall convene meetings at least once a year. The coordinator shall give notice in writing of a meeting to each Member as soon as possible. It shall prepare and send each party a written agenda no later than 10 calendar days preceding the meeting.

Meetings may also be held by teleconference or another telecommunication means. The coordinator shall produce written minutes of each meeting. The minutes shall be considered as accepted if,

within 10 calendar days from sending, no party has sent an objection in writing to the coordinator with respect to the accuracy of the draft of the minutes.

Each party shall have one vote. Defaulting Parties may not vote. Defaulting Party means a party which the Coordinator has identified to be in breach of this Agreement and/or the Grant Agreement. The Steering Committee shall not deliberate and decide validly unless 1/2 of the parties are present or represented (quorum). If the quorum is not reached, the coordinator shall promptly convene another meeting within 15 calendar days. If in this second meeting the quorum is not reached than this second meeting shall be entitled to decide even if the quorum is not reached.

Decisions in the Steering Committee shall be taken by an absolute majority of the votes cast. Any party may add an item to the original agenda provided all parties are present and all parties agree to add an agenda item.

A Party which can show that its own work, time for performance, costs, liabilities, Intellectual Property Rights, or other legitimate interests would be severely affected by a decision of the Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision. A party may veto such decision within 10 calendar days after the draft minutes of the meeting have been sent. A party may not veto decisions relating to its identification as a Defaulting Party.

The Coordinator may veto any decision that may violate the stipulations of the Grant Agreement, this Agreement and/or the successful implementation of the project. Decisions violating Grant Agreement and/or this Agreement shall not be valid.

The Steering Committee is not authorized to amend or modify this Agreement.

Any decision may also be taken without a meeting if the coordinator circulates to all parties a written document (including e-mail) which is then agreed by the defined majority. Such document shall include the deadline for responses.

15.2 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.

15.3 Disputes should be addressed in writing to the project Steering Committee, that will try to mediate in order to resolve the conflict.

Article 16

Applicable law and jurisdiction, other

16.1 This Agreement is governed by the Chilean 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. The Courts of Viña del Mar (Chile) shall have sole competence to rule on any dispute concerning this Agreement.

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.

16.6 No beneficiary shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium, unless explicitly provided for in this Agreement or the Grant Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 17 Termination of the Agreement

17.1 In the event that any of the beneficiary fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project according to Art II.16.2, 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.

17.3. The participation of a beneficiary shall also be deemed as terminated if the EA terminates the Grant Agreement in accordance with Art II.16.3 of the Grant Agreement with regard to the beneficiary.

17.4. Termination shall not affect any rights or obligations of a beneficiary leaving the consortium incurred prior to the date of termination, unless otherwise specified in the Grant Agreement. A beneficiary leaving the consortium shall refund without undue delay all payments it has received except the amount of contribution accepted by the EA and shall grants rights to its results and pre-existing IPR as necessary for the successful implementation of the project.

Article 18 Force Majeure

18.1 If either party 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 all 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 – Budget breakdown per partner and budget category

Annex II – Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment

Annex III – Individual Bank account of each beneficiary organisation

Annex IV – Reporting forms

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

For the Coordinator
The legal representative
Carlos Alberto Isaac Palyi

Signature and stamp
Done in Viña del Mar

Date 12/12/2019



For the Beneficiary
The legal representative
Margareth de Fátima Formiga Melo Diniz

M. Formiga

Signature and stamp
Done in João Pessoa

Date 28/11/2019



For the legal representative of
Fundação Parque Tecnológico da Paraíba
Prof. Dr. José Nilton Silva

Signature and stamp
Done in Campina Grande

Date 29/11/2019

ANNEX I – Budget breakdown per partner and budget category



Key Action 2: Cooperation for Innovation and the exchange of good practices
Capacity Building in the field of higher education

Before completing this table please read carefully the instructions available on the EACEA website
CALL FOR PROPOSALS 2018 – EAC/AIS/2017 – Erasmus+ Programme (2017C 361/04)

Programme guide and instructions for applicants

Action	Joint Project
Duration number of months	36
Project Acronym	LATWORK
Project Title	Developing research and innovation capacities of Latinamerican HEI for the analysis of internal labour market

EU GRANT REQUESTED FROM THE EUROPEAN UNION (in EUR)	
1. Staff Costs	385,243.00 Cannot exceed 4% of total Grant requested
2. Travel Costs + Exceptional Travel Costs	207,140.00
3. Costs of Stay	145,945.00
4. Equipment Costs	185,900.00 Cannot exceed 30% of Total Grant requested
5. Subcontracting Costs	61,786.00 Cannot exceed 10% of Total Grant requested
Total Grant requested from the European Union	976,054.00 Should be equal or above EUR 500,000.00 and cannot exceed EUR 1,000,000.00

DISTRIBUTION OF THE GRANT BY ORGANISATION (in EUR)											
Partner N°	Name of Partner	Country	PRIPA	1. Staff Costs	2. Travel Costs	3. Costs of Stay	4. Equipment Costs	5. Subcontracting Costs	Total Costs (in EUR)		
P1	Universidad de Villa del Mar	Chile	Partner Countries	64,905.00	50,575.00	15,350.00	18,600.00	25,000.00	174,245.00		
P2	Universidad de San Sebastián	Chile	Partner Countries	18,722.00	10,145.00	12,840.00	18,600.00	2,300.00	62,647.00		
P3	Universidad de Magallanes	Chile	Partner Countries	18,722.00	13,520.00	12,840.00	18,600.00	2,300.00	66,822.00		
P4	Universidad de Cádiz	Portugal	Programme Countries	40,874.00	20,325.00	11,500.00		760.00	73,459.00		
P5	Universidad de Alicante	Spain	Programme Countries	92,504.00	20,600.00	11,400.00		8,550.00	133,054.00		
P6	The University of Aberdeen	United Kingdom	Programme Countries	96,441.00	26,495.00	11,500.00		750.00	154,686.00		
P7	Universidade Federal de Paraíba	Brazil	Partner Countries	24,559.00	14,240.00	12,860.00	21,100.00	2,300.00	76,059.00		
P8	Universidad Federal de Campinas Gerais	Brazil	Partner Countries	18,722.00	12,740.00	12,460.00	18,600.00	2,300.00	64,822.00		
P9	Universidad Estadual de Campinas	Brazil	Partner Countries	23,643.00	11,945.00	10,620.00	18,600.00	4,600.00	69,408.00		
P10	Universidad Nacional del Litoral	Argentina	Partner Countries	18,722.00	10,560.00	12,480.00	18,600.00	2,300.00	62,662.00		
P11	Universidad Nacional de Rosario	Argentina	Partner Countries	23,673.00	11,875.00	12,240.00	18,600.00	6,000.00	72,388.00		
P12	Universidad de Buenos Aires	Argentina	Partner Countries	18,722.00	10,020.00	11,940.00	18,600.00	3,500.00	63,182.00		

Budget Breakdown Table:
Available in LATWORK MOODLE PLATFORM

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ANNEX II - Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment

Available in LATWORK MOODLE PLATFORM

Annex III - Individual Bank account of each beneficiary organisation

Institutional Bank Account Details Confirmation

As an annex to the bilateral agreement between Universidad Viña del Mar and Universidade Federal de Paraíba, we hereby kindly request a confirmation of the Bank Account details of your Institution, as the transfers to be carried out will solely be done to the Account below, once it has been confirmed. It is mandatory that this account is an Institutional Account as no transfers to private or personal accounts are allowed.

UNIVERSITY's NAME	Universidade Federal da Paraíba - UFPB
Name of Bank	Banco do Brasil S/A
Address of branch	Aprígio Veloso 882, Bodocongó. Campina Grande, PB, Brasil, 58429-900
Name and address of account holder	Fundação Parque Tecnológico da Paraíba –PaqTcPB Rua Emiliano Rosendo Silva, 115 – Campina Grande – PB CEP – 58-431-000 – Brasil.
Full account number (including bank codes)	58.566-1/ Agency 1591-1 SWIFT Code BRASBRRJRC
IBAN account code	BR3900000000015910000585661C1
INTERMEDIARY BANK	

I, Prof. Dr. José Nilton Silva, legal representative of Fundação Parque Tecnológico da Paraíba, hereby confirm the up mentioned Institutional Bank Account Details information.

Signature and stamp

Done in Campina Grande, 29/11/2019
Fundação Parque Tecnológico da Paraíba

José Nilton Silva
DIRETOR GERAL

Legal Representative
Fundação Parque Tecnológico da Paraíba (General Director)