

## CONSORTIUM PARTNERSHIP AGREEMENT

### “IBRASIL – INNOVATIVE AND INCLUSIVE BRAZIL Project”

The Consortium Partnership Agreement (CPA) is established within the framework of the Erasmus Mundus Programme Action 2, Lot 16, 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 partner Higher Education Institutions (HEIs) and associate institutions of the consortium “IBRASIL – INNOVATIVE AND INCLUSIVE BRAZIL”. This Consortium Partnership Agreement, together with the “Grant Agreement” (annex 1) and the budget included in the IBRASIL application and approved by the Education, Audiovisual and Culture Executive Agency (EACEA) (annex 2), constitutes the “corpus legal” of this project, in which the rights and obligations of the partner HEIs and the associate institutions are defined.

#### 1. PARTNERSHIP STRUCTURE

The IBRASIL consortium is coordinated by the **University of Lille** (Lille), France, and co-coordinated by the **Universidade Estadual Paulista “Julio Mesquita Filho” (UNESP)**, Brazil. The partnership is composed of 20 Higher Education Institutions (HEIs), **9 European and 11 Brazilian Higher Education Institutions**:

##### European partners

1.	France	Université de Lille	Lille
2.	Portugal	Universidade do Porto	UP
3.	Greece	University of Patras	Patras
4.	Romania	University of Babes Bolyai	Cluj
5.	Germany	Hochschule Darmstadt	Darmstadt
6.	Italy	Università degli Studi di Roma “Tor Vergata”	URTV
7.	Slovakia	University of Zilina	UNIZA
8.	Luxembourg	Université du Luxembourg	Luxembourg
9.	Spain	Universidad de Castilla-La Mancha	UCLM

##### Brazilian partners

1.	Brazil	Universidade Estadual Paulista “Julio Mesquita Filho”	UNESP
2.	Brazil	Universidade Federal do Tocantins	UFT
3.	Brazil	Universidade Federal do Vale do São Francisco	UNIVASF
4.	Brazil	Universidade Federal do Mato Grosso do Sul	UFMS
5.	Brazil	Universidade Federal de Minas Gerais	UFMG
6.	Brazil	Universidade Federal de Santa Maria	UFSM
7.	Brazil	Universidade Estadual de Feira de Santana	UEFS
8.	Brazil	Universidade Federal do Rio Grande do Norte	UFRN
9.	Brazil	Universidade Estadual do Maranhão	UEMA
10.	Brazil	Universidade do Estado de Santa Catarina	UDESC
11.	Brazil	Pontifícia Universidade Católica do Paraná	PUC-PR

Herein called “the Partners or partner HEIs”, each represented by their legal representative.

It is also composed of six associate partners, from Europe and Brazil:

1.	United Kingdom	Utrecht Network	
2.	France	Réseau Franco-Néerlandais	RFN
3.	Brazil	Educação e Cidadania de Afrodescendentes e Carentes	EDUC AFRO
4.	Brazil	Faculdade Zumbi dos Palmares	
5.	Brazil	Universidade Federal do Rio de Janeiro	UFRJ
6.	Brazil	Fórum de Assessorias das Universidades Brasileiras para Assuntos Internacionais	FAUBA I

Herein called “the Associates or associate institutions”, each represented by their legal representative.

Considering that:

- a) Erasmus Mundus Action 2 is a European 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;
- b) The Partner HEIs and Associate institutions have submitted a proposal for a project denominated “**IBRASIL–INNOVATIVE AND INCLUSIVE BRAZIL**” in the framework of the Erasmus Mundus Partnerships Call for Proposals EACEA/38/2012, Action 2 – Strand 1 of the European Commission, Lot 16, Brazil;
- c) The IBRASIL project has been selected for funding by the EACEA;
- d) The project provides financial support for the mobility of Undergraduate and PhD students, Post-doctorates, academic and administrative staff from Europe and Brazil;
- e) The period of implementation of the project and all its actions begins on 15 July 2013 and shall end on 14 July 2017; this period determines the eligibility period for the EU grant.

The partner HEIs and associate institutions 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:

- a) Enhance the quality of higher education through international cooperation
- b) Contribute to intercultural and mutual understanding
- c) Contribute to mutual enrichment of societies by developing the qualifications of women/men so that they possess appropriate skills
- d) Provide promising students from vulnerable groups with further education and professional development
- e) Contribute to improving students and staff career prospects
- f) Promote cooperation between home and host institutions
- g) Develop sustainable collaborations and actions that last beyond the scope and the end of the project

## 2.2 General objectives of the IBRASIL project:

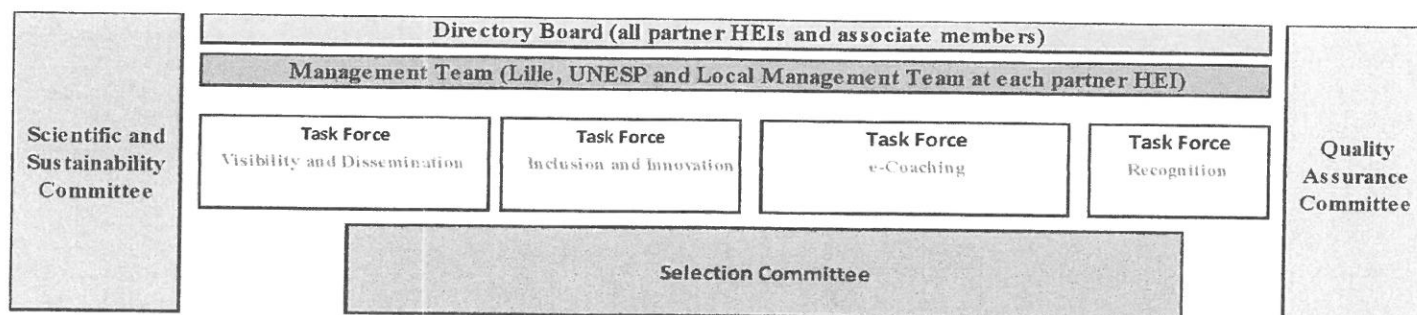
- a) The IBRASIL project aims at fostering the mutual enrichment and a better understanding between Europe and Brazil, through the exchange of persons, knowledge and skills at higher education level and to cooperate in the following activities:
  - Promote student mobility – at Undergraduate and PhD levels and encourage the scholarship holders to use the knowledge and skills acquired to the benefit of the social, human, economic and political development of their institutions and countries;
  - Encourage the academic and administrative staff mobility, facilitating the capacity building of the partners' human resources, towards a sustainable cooperation;
  - Inspire the transfer of know-how and best practices among its partner HEIs and associate institutions through the implementation of procedures and methodologies, and streamlining the organisation of the mobility flows and the implementation of a strong internationalisation strategy.
  - Train a new generation of highly qualified teachers, engineers and researchers open to inclusive values as well as to social and technological innovation.
  - Foster sustainable joint programmes and common research involving Brazilian and European students, teaching staff and researchers.
  - Promote tools which facilitate international cooperation and the academic recognition of student mobilities.
- b) The IBRASIL project is intended to be an instrument to establish a long-lasting and fruitful cooperation between the partners and associates from Europe and Brazil. 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 themselves 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 which enhance 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 partner HEIs and associate institutions commit themselves to respect the principles of gender equality and to combating social, economic and other inequalities that impact in particular vulnerable groups, such as refugees, disabled people, internally displaced persons, and indigenous populations, among others.

## 3. MANAGEMENT STRUCTURE AND ORGANISATION

The IBRASIL Consortium will work so as to ensure efficient coordination and decision-making processes, as well as a high degree of trust and communication between the partner HEIs and associate institutions involved in order to achieve a strong, well organised and healthy cooperation. The

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

The following diagram sums up the management structure of the IBRASIL consortium.



The IBRASIL consortium will be managed by:

### 3.1 The Directory Board 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 of the IBRASIL 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 of the consortium's actions and activities;
- Suggest changes and corrective measures to the adopted procedures where needed.

The representatives of the **Directory Board** at each partner institution shall be nominated by the Rector/President before the project's Kick-off meeting and will have the obligation to inform the other members of their HEI involved in the local implementation of IBRASIL (Local selection committee, International Relations Office...) about the outcomes of the Directory Board meetings.

**3.2 The Management Team** is composed of the project coordinators and the project managers at Lille and UNESP, the project officer at Lille, the project manager as well as the person responsible for the UPSoft Management Tool (IBRASIL Online Mobility tool) at the University of Porto. The Management Team is backed up by a **Local Management Team** appointed by each partner HEI. The Local Management Team shall organise **Local Selection Committees** (one for each scientific field of studies) composed according to each HEI's internal rules, taking into account local resources and conditions. They are responsible for assessing and ranking Undergraduate and PhD students as well as staff's applications in accordance with 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 **Local Selection Committees** are not eligible to apply to the programme's mobility opportunities. The signature of a "Statement of Absence of Conflict of Interest" by each member of the Local Selection Committee is

mandatory. In those cases where the number of assessors involved is very high, assessors will perform the evaluation according to the internal rules of their HEI and the "Statement of Absence of Conflict of Interest" will be signed by the members of the Local Selection Committee on behalf of the Institution.

**3.3 The Task Forces:** IBRASIL has set up **four Task Forces** with a balanced distribution of roles. Each Task Force will be composed of Brazilian and European partners. Though working on different topics, the four task forces will develop a common strategic synergy which will link together each task force's specific objectives. The four Task Forces will each elect a representative who will be responsible for reporting to the Directory Board, and for writing the respective part of the programme report to be sent to the Education Audiovisual and Culture Executive Agency (EACEA). The participation of IBRASIL's associated members in the Task Forces is not mandatory, but it will be strongly encouraged so as to allow them to enrich the consortium with their different views and approaches.

**3.3.1 The Visibility and Dissemination Task Force** is designed to elaborate the strategic plan for the visibility of the IBRASIL programme. This Task Force shall include associated members. Each partner HEI and associate institution will be responsible for disseminating information in their geographical area and towards other networks. In every university the Local Management Team or contact person will organise, with the support of Lille, UNESP and any other partner, at least a dissemination event for the promotion and visibility of IBRASIL.

**3.3.2 The Inclusion and Innovation Task Force** will work on the inclusive strategy of IBRASIL. Various approaches of social inclusion, societal and technological innovation will be considered for this purpose. The modus operandus of this Task Force will be characterised by online meetings in accordance with the e-Coaching approach that IBRASIL is looking to develop.

**3.3.3 The e-Coaching Task Force:** This Task Force will organise all the teaching and learning processes to be implemented to coach the students in the different steps of their training. It will define the general framework of the e-Coaching and develop a collaborative platform.

**3.3.4 The Recognition Task Force:** The process of recognising credits achieved by students in mobility is far from being fully accepted by all Brazilian HEIs. As the recognition of credits constitutes the greatest barrier to further development of mobility programmes, this group will produce good practice guidelines for the consortium and organise an exchange of expertise in designing mobility tools.

**3.4 The Selection Committee:** The partner HEIs will take an active part in the selection process. But only some members will attend the selection meetings. Those representing the other HEIs will be appointed by the consortium during the Kick-off meeting. The Selection Committee, acting as an advisory body of the Directory Board, will be responsible for:

- a) Supervising the **Local Selection 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;
- b) Analysing the applicants' evaluation taking into consideration the distribution of available scholarships per Target Group (TG), partner HEI, country and region;
- c) Proposing the final selection of mobility flows, the general ranking, taking into consideration the pre-selection (ranking) provided by the **Local Selection committees** of each of the partner Higher Education Institutions hosting students;
- d) Ensuring that the selection process 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 Target Group 3 applicants and/or vulnerable candidates, so as to ensure the respect of the most relevant cross cutting issues;
- Gender balance;
- Priority fields of study (partner HEIs and countries);
- Partners' and geographical balance (regional and geographical distribution of Brazilian and European HEIs);
- Participation of disadvantaged people;
- Applicants' economic and social conditions, as well as the circumstances of access to Higher Education in Brazil;
- e) Submitting the final selection proposal to the Directory Board for ultimate approval before the official publication of the selection results.
- f) Analysing the suggestions to the final selection lists presented by the partner HEIs not present at the Selection Committee and implement corrections, if duly justified.

The members of the Selection Committee, whose Universities were appointed by the Directory Board during the Kick-off-meeting, shall be nominated by the Rector/President 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 party in the selection process; therefore they are not eligible to apply to the programme'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.

**3.5 The Scientific and Sustainability Committee.** This will be chaired by two academics, one from Europe and another from Brazil, with the participation of the Management Team. The Committee will define the research priorities of the consortium, above all research subjects related to e-Coaching and for the sustainability of IBRASIL. Research in teaching/learning processes which may combine innovation in Education, Teacher training, Engineering and Technology will be an invaluable asset for the scientific sustainability of IBRASIL.

**3.6 The Quality Assurance Committee** coordinated by the **Universidade Estadual Paulista "Julio Mesquita Filho" (UNESP)**, (co-coordinator), shall act as an advisory body; it will be responsible for:

- a) Coordinating, implementing and monitoring the project's quality and assessment mechanisms and carrying out all internal evaluation and analysis of the implemented activities;
- b) Proposing the sustainability strategy and present it to the Directory Board for approval.
- c) Analysing the programme's impact on individual (scholarship holders), institutional (partners and associates) and regional (countries) levels.
- d) Promoting the Scholarship Holders' employability.

The members of the Quality Assurance Committee representing the partner institutions selected during the Kick-off meeting shall be appointed within one month after the said meeting. The members of the Quality Assurance Committee should be constantly in contact thanks to regular use videoconferencing

technologies in order to ensure the necessary follow-up to the successful implementation of the programme.

#### **4. ROLES AND OBLIGATIONS**

##### **4.1 Roles of the Coordinating Institutions, Partner Higher Education Institutions (HEIs) and Associates**

By signing the present Consortium Partnership Agreement and its annexes, the coordinating institutions, the partner HEIs and the associate institutions 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 HEIs, 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 – only applicable to European HEIs, proof of academic recognition);
- f) Apply a fee waiver policy for all mobility flows whenever the duration of the studies is less than 10 months;
- g) Refrain from any action that could contribute to favouring a brain drain from Brazil. The European partners commit themselves not to hire any scholarship holder within the period of three years once the mobility in Europe is concluded;
- h) Encourage Brazilian participants in mobility activities to use the knowledge and skills acquired in order to benefit the social, human, economic and political development of their country, thus contributing and preventing brain drain;
- i) 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 peoples;
- j) Maintain relations of mutual cooperation and regular exchanges of information within the partnership on matters of common interest;
- k) Display a transparent attitude with regards to managing and reporting the actions for which the European grant is awarded and fully cooperate with annual or occasional audits on the implementation of the IBRASIL project.
- l) 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;
- m) Ensure a strong and efficient communication between the coordinating HEIs, partner HEIs and associate institutions, ensuring also the accuracy of the information and materials supplied to the other partners or associates;
- n) Provide all relevant and detailed information to answer any claims that the EACEA might have in respect to the project's implementation;
- o) Supply all documents and information to the EACEA which may be required, in particular in relation to proof of payment and the financial management of the project but also the documents that allow traceability of payments and verification of the implementation of mobility;

- p) Keep the receipts corresponding to expenses for the five years after the end of the IBRASIL contractual period that is 14.07.2022 in full respect of the Article II.27 "Checks, Audits and Evaluation" of the "Grant Agreement" (annex 1);
- 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 1);
- 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 Role of the Coordinating HEI**

- 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 Delegations, 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 IBRASIL 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 a Lump sum to the partner HEIs in accordance to what is established in the present Consortium Partnership Agreement;
- e) Inform the partner HEIs and associate institutions of any event that might be liable to substantially affect the implementation of the IBRASIL 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) Prepare communication and promotional materials (logo, flyers, website...) to be shared with the partner HEIs and associate institutions for the visibility and dissemination of IBRASIL;
- h) 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;
- i) Execute and monitor the implementation of the activities and of the decisions taken during the consortium meetings;
- j) Manage a website with general information about the programme, the project and all related academic, administrative and financial information;
- k) Manage the UPSoft, the Online Mobility management tool created by the University of Porto for the implementation of Erasmus Mundus Action 2 programmes, namely in those areas that concern the website, online application, files, "Scholarship holders" section, "Institutions" section, online communication tools, financial management of the allocated budget, etc.;
- l) Overview the selection process and chair the Selection Committee for the selection of



- scholarship holders;
- m) Communicate directly with applicants and afterwards publish online the selection results after approval by the Directory Board of the proposal presented by the Selection Committee;
- n) Organise a system of appeals for applicants to make use of once the selection results are published;
- o) Monitor the Partner's compliance with the set obligations;

#### **4.3 Role of the Co-Coordinating HEI**

The joint coordination is intended to allow the partnership to benefit from the experience acquired by the Universidade Estadual Paulista "Julio Mesquita Filho" (UNESP) in the management of EU funded projects. It is the consortium's 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**

The UNESP will be responsible for preparing and coordinating the Portuguese version of newsletters, flyers and other promotion tools. It will:

- a. Organize and participate in dissemination sessions at partner institutions (depending on the available budget) and also in other Brazilian HEIs not belonging to the IBRASIL consortium for a more national reach (namely through dissemination and information sessions and other events in which they participate in Brazil);
- b. Establish direct contacts with EU delegations, embassies and consulates of the European countries in which Brazilian scholarship holders may undertake a mobility as well, and send dissemination materials on IBRASIL;
- c. Support and coordinate other Brazilian partner HEIs in dissemination actions within the country;
- d. Encourage Brazilian partner HEIs, associate institutions and other Brazilian institutions to launch dissemination actions to attract applicants belonging to Target Group 2 and Target Group 3.

##### **Communication**

The UNESP will be required to:

- a. Convey to the Coordinator the Brazilian partners' views about the information available to applicants and also about the opportunities offered by IBRASIL;
- b. Provide information to Brazilian partners and associates about the project;
- c. Organise information sessions (web-based or physically depending on the available budget) aimed at partners and associates and eventually also at other institutions located in Brazil;
- d. Facilitate the communication with partners concerning the most frequent and common questions;
- e. Responsible for the Portuguese version of any material used for the communication of IBRASIL (flyers, posters...), coordinate the translation into Portuguese of the documents whenever necessary;
- f. Provide training services to partner HEIs and also associate bodies with the objective of developing skills and capacities in the project management and in the preparation and implementation of mobility flows.

##### **Implementation and Management**

The UNESP will also be required to:

- a. Validate Target Group 3 applications and in the process they will consult with local

- authorities if needed;
- b. Co-chair the organization of consortium meetings;
- c. Convey the Brazilian associates and partner HEIs' perspectives;
- d. Work together with the coordinator in all selection meetings so as to assure a transparent and fair selection procedure;
- e. Identify new tools and features that may ease the mobility implementation and propose them to the partnership;
- f. Suggest new procedures and rules for a more transparent and easier mobility implementation;
- g. Stimulate the dynamic involvement of all Brazilian members in IBRASIL activities and act as spokesman of the Brazilian associates and partner HEIs.

### **Sustainability**

With the support of European and other Brazilian HEIs, the UNESP will organise workshops, web and other relevant events to increase the impact of IBRASIL in Brazil. During the implementation of the project, UNESP will:

- a) Provide Brazilian HEIs with the opportunity to join in staff training events;
- b) Contact key actors and players in Brazil so as to ensure their involvement in IBRASIL's sustainability strategy;
- c) Organise activities, meetings, workshops and staff training events for Brazilian partner HEIs and associates (depending on the available budget);
- d) Foster the establishment of contacts and links between Brazilian partner HEIs and associates to promote the development of future synergies among them;
- e) Contribute to develop sustainable research activities involving Brazilian and European HEIs.

### **Quality Assurance**

The UNESP will be the coordinator of the Quality Assurance Committee. It will thus be responsible for implementing and monitoring the quality assessment mechanisms and carrying out all evaluation. It will also play a key role in setting out a development plan relevant for the impact of the project. The UNESP will also be required to stimulate Brazilian partner HEIs in sharing good practices and best procedures so as to contribute to the smooth implementation of the project and ensure the 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 the cooperation between European and Brazilian HEIs.

### **Brain-drain prevention**

The UNESP will be active in promoting an intense dialogue among the partnership towards the prevention of a brain-drain, and afterwards it will also present the views and feedback of the Brazilian partners to the consortium.

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

### **4.4 Role of the partner HEIs**

- a) Prepare and forward to the coordinating institution the data needed to draw up the reports and financial statements and other documents;
- 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 withdrawal 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 consortium;
- g) Maintain a close contact with the outgoing scholarship holders so as to ensure a permanent monitoring and prevent a brain drain;
- h) Provide information, full support and assistance to the scholarship holders;
- i) Organise the project's activities respecting the:
  - Foreseen number of individual mobility flows in accordance with the Erasmus Mundus Action 2 Lot 16 application;
  - Mobility threshold regarding the European and Brazilian mobilities;
  - Distribution range per type of mobility;
  - Ensure the participation of as many Brazilians as possible;
  - Ensure the participation of vulnerable groups;
  - Ensure a transparent and fair local selection by following the consortium's approved guidelines and procedures.

#### **4.5 Role of the associate institutions**

The associate institutions play a decisive role in the project's implementation as they must:

- Seek to contribute positively and actively to the good implementation of the project;
- Assure a sustainable impact of the project throughout the eligible countries;
- Strengthen the cooperation with institutions belonging to the consortium (coordinating institutions and partner HEIs).

The Associates will be asked to accomplish concrete tasks throughout the implementation of the IBRASIL project such as:

- a) Extensive dissemination of the Erasmus Mundus Programme and of the IBRASIL project;
- b) Promotion of the IBRASIL mobility opportunities and the consortium activities;
- c) Identification of applicants belonging to the Target Group 2 and Target Group 3 in accordance with the conditions defined by the EACEA;
- d) 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;
- e) Wide dissemination of the project's impact and outcomes;
- f) Associate partners which are Higher Education Institutions/Universities under the Brazilian law will take an active part in the validation of Target Group 2 applicants;
- g) Brazilian Higher Education Institutions/Universities acting as Associate partners accept to assure full academic recognition of their students selected to undertake mobilities as Target Group 2 within the framework of IBRASIL;
- h) The legal representatives of these Higher Education Institutions/Universities sign the present Consortium Partnership Agreement.

## **5 ACADEMIC RECOGNITION OF MOBILITIES**

It is mandatory that, in the cases of non-degree seeking mobility (Undergraduate or Sandwich Doctorate mobility) all partner Higher Education Institutions/Universities consider the study

or research period undertaken within the framework of IBRASIL programme as an integral part of the study or research programme developed in the home institution.

A successful period of studies at the host institution member of IBRASIL will be fully recognized by the home institution. A full-time academic programme at one institution equals a full-time academic programme at the partner institution.

The host HEI will provide the home institution with an adequate record of the scholarship holders' academic performance. All the credits obtained by each grantee shall be recorded on the Academic Recognition Agreement previously signed by:

- the academic staff responsible for the validation and recognition of non-degree seeking mobility at the home and host institutions;
- the legal representative of the IBRASIL Local Management Team.

To ensure full academic recognition, courses completed by the scholarship holders at the host partner university will be treated as equivalencies by the home institution according to each institution's policies.

## **6 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 the Articles I.3 and I.4 of the "Grant Agreement" (annex 1) signed with the EACEA.

The consortium cannot claim any additional financing. Under no circumstances can changes lead to an increase of the grant originally reported in the "Grant Agreement" (annex 1).

The budget and financial management procedures proposed, have been discussed and agreed during the IBRASIL kick-off meeting in Natal (10-12 November 2013), considered as the first Directory Board meeting.

### **6.1 Distribution of the Lump sum**

The management of the global lump sum given to the institutions will be distributed according to the following scheme:

<b>Coordinating Institution</b>	<b>€ 100,000</b>
<b>Co-coordinating Institution</b>	<b>€ 20,000</b>
<b>18 Partner Higher Education Institutions (except Associate Partners)</b>	<b>€ 90,000 € 5,000 (each HEI)</b>
<b>Total Lump Sum</b>	<b>€ 210,000</b>

### **6.2 Scholarships Management**

The IBRASIL consortium has agreed to manage the scholarships as follows:

- To reduce the costs of money transfer, scholarships will be transferred only to European HEIs for the payment of the grantees' monthly allowances. Thus, European HEIs hosting and sending students

and/or staff will be responsible for paying monthly allowances to the scholarship holders. These partner HEIs shall avoid any overpayment of scholarships; otherwise they will be asked to refund the IBRASIL consortium the overpaid amounts.

- The coordinating institution will transfer in several instalments the scholarships to the European HEIs hosting and/or sending IBRASIL students and staff. The first instalment shall be transferred at least one month prior to the beginning of the grantees' mobility;
- **Brazilian incoming** grantees will receive their monthly allowances from the **host** HEI on a European bank account open upon arrival;
- **European outgoing** scholarship holders will be paid on a European bank account by their **home** HEI;
- **Two months** of scholarship will be provided to students only upon arrival to cover installation costs;
- From the third month to the end of the mobility, the remaining scholarships will be paid on a **monthly basis** for costs of living.

### 6.3 Participation costs

*"The participation costs should cover tuition and/or registration fees, and additional library, student unions, laboratory consumable costs, residence permit, language courses costs etc. on an equal basis to that charged to local and international students." (Erasmus Mundus Programme Guide p.70).*

The partner HEIs hosting Undergraduate or Doctorate students for a mobility of 10 (ten) months minimum will be eligible for participation costs of 3000 euros/ year for each student.

### 6.3 Travel costs

The coordinating institution will cover the travel expenses for all scholarships holders. The unit cost applied corresponds to the **direct distance** between the **location of origin** and **destination**. Depending on the Target Group, the location of origin can be the location of the sending institution (TG1), the place of origin (TG2) or the place of residence (TG3).

### 6.4 Insurance

The coordinator is responsible for providing each grantee with an insurance coverage in full compliance with **Annex IX "Minimum Insurance Requirements"** of the "Grant Agreement". Scholarship holders will be covered from the time of their departure, during their stay, until the moment they return home. The insurance covers: illness, accident, death, permanent disability, third-party liability, suicide, pregnancy, etc.

By signing this Consortium Partnership Agreement (CPA), the partner HEIs agree that the Lump sum money can be used solely for the implementation, promotion and sustainability of the project. No overhead can be charged on this budget by the partners. All partners confirm they have read and understood the *Administrative and Financial Handbook* applicable to the call EACEA/38/2012 and agree to act according to the regulations stipulated in this Handbook.

## 7 DUTY OF CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

All management documents and specific tools developed by the coordinating institution and made available to the partner HEIs and associate institutions are to be used exclusively for the purpose of the IBRASIL project and cannot be displayed or given to others without previous agreement from the coordinating institution.



## **8 ENTRY INTO FORCE, DURATION AND TERMINATION**

The CPA shall enter into force from 6th December 2013 and shall continue in full force and effect until complete fulfilment of all obligations undertaken by the coordinating institution and the partner HEIs under the “Grant Agreement” and the present document.

The CPA is valid only when it complies with the meaning of the “Grant Agreement” (annex 1). 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 two weeks after publication on condition that there is no objection from the partner HEIs and associate institutions.

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

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 its 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 14 July 2022).

## **9 LEGAL PROVISIONS AND LIABILITY**

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 HEIs and associate institutions is operating.

Partner HEIs 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 HEI and associate institution's home country, or other relevant jurisdictions as well as the statutes, regulations and disciplinary rules formally approved by each partner HEI and associate institution.

No partner HEI or associate institution shall be held responsible towards another 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 HEI and associate institution shall be solely liable for any loss, damage or injury to third parties resulting from its own actions.

In the event of a partner HEI 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 exclusion from the consortium.

No partner HEI 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 from fulfilling the obligations set out 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 the "Grant Agreement" annex 1). Each partner HEI or associate institution must promptly 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 partner HEIs 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 partner HEIs and associate institutions.

## 10 DISAGREEMENTS AND SETTLEMENT OF DISPUTES

The partner HEIs 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's attempts to solve any disputes are not successful, French law and court of jurisdiction applies. The decision taken by the competent court shall be final and binding upon the partner HEIs and associate institutions.

## 11 AMENDMENTS

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

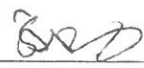
This Agreement represents the complete understanding of the parties with respect to the subject matter hereto, subject to any additional information provided in the two annexes and also in forthcoming handbooks and information/dissemination materials prepared and agreed by the consortium.

This Consortium Partnership Agreement is drawn up in two original copies, in English and two original copies in Portuguese, both in identical content and shape. The English language shall govern all IBRASIL documents, news, meetings and processes.

Lille / ~~2013~~  
- 4 NOV. 2014

Prof. Fabienne BLAISE  
President  
Université Lille 3

Natal, 27/12/2013

  
Ângela Maria Paiva Cruz  
Reitora  
Universidade Federal do Rio Grande do Norte

