



MENDOZA, 29 AGO. 2018

VISTO:

El Expediente CUY:0006303/2018, donde la Secretaría de Relaciones Internacionales e Integración Regional Universitaria eleva, a través de la Secretaría de Relaciones Institucionales, Asuntos Legales y Administración del Rectorado, las actuaciones correspondientes al Acuerdo de Asociación, suscripto entre esta Casa de Estudios y la Universidad de Pisa, relativo al Proyecto: "Desarrollo de Políticas de Internacionalización HEIs'/DHIP", y

CONSIDERANDO:

Que el presente Acuerdo tiene por objeto regir las relaciones entre las partes, estableciendo sus derecho y obligaciones, como así también, fijando las reglas de procedimiento para llevar a cabo la implementación con éxito de la acción Erasmus + CBHE del citado Proyecto "Desarrollo de Políticas de Internacionalización HEIs'/DHIP".

Que, a fs. 127 de las presentes actuaciones, la Dirección de Relaciones Institucionales del Rectorado informa que el citado Acuerdo sólo se firmó en inglés, como lo indica este tipo de Convocatoria Internacional y según lo informado por la Secretaría de Relaciones Internacionales e Integración Regional Universitaria del Rectorado a fs. 29.

Por ello, atento a lo expuesto, el Dictamen N° 891/2018 de la Dirección de Asuntos Legales del Rectorado, lo establecido en el Artículo 20, Inciso 25) del Estatuto Universitario, lo dictaminado por la Comisión de Asuntos Institucionales y lo aprobado por este Cuerpo en sesión del 23 de mayo de 2018,

EL CONSEJO SUPERIOR DE LA UNIVERSIDAD NACIONAL DE CUYO  
RESUELVE:

**ARTÍCULO 1°.- Aprobar el Acuerdo de Asociación, suscripto entre esta Casa de Estudios y la UNIVERSIDAD DE PISA, relativo al Proyecto: "Desarrollo de Políticas de Internacionalización HEIs'/DHIP", el cual tiene por objeto regir las relaciones entre las partes, estableciendo sus derechos y obligaciones, como así también, fijando las reglas de procedimiento para llevar a cabo la implementación con éxito de la acción Erasmus + CBHE del citado Proyecto, cuyo texto en idioma inglés obra en el Anexo I que, DIEZ (10) hojas, forma parte de la presente resolución.**

ARTÍCULO 2°.- Comuníquese e insértese en el libro de resoluciones del Consejo Superior.

Abog. Víctor Enrique IBAÑEZ ROSAZ  
Secretario de Relaciones Institucionales,  
Asuntos Legales y Administración  
Universidad Nacional de Cuyo

Ing. Agr. Daniel Ricardo PIZZI  
Rector  
Universidad Nacional de Cuyo

RESOLUCIÓN N° 531



CONVENIO-CS  
ea\_-Acuerdo de Asoc.-DHIP-Univ.de Pisa



Co-funded by the  
Erasmus+ Programme  
of the European Union

### Partnership Agreement

Project Name: Development of HEIs' Internationalization Policies/ DHIP

Grant Agreement number: 2017 - 2925 / 001 -001

Project Number: 586264-EPP-1-2017-1-IT-EPPKA2-CBHE-JP

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

The Grant holder and Central coordinator

University of Pisa

Lungarno Pacinotti 43-44

56126 Pisa Italy

hereinafter referred to by the acronym as "UNIFI", represented for the purposes of signature of the Agreement by Prof. Paolo Maria Mancarella, Rector, the legal representative as defined in the Grant Agreement 2017 - 2925, project Nr. 586264-EPP-1-2017-1-IT-EPPKA2-CBHE-JP, hereinafter referred to as "the Grant Agreement";

and the following beneficiary:

UNIVERSIDAD NACIONAL DE CUYO

Centro Universitario, Ciudad de Mendoza. Provincia de Mendoza, Argentina. CP M5502JMA

represented by (legal representative)

Ing. Agr. Daniel Pizzi, Rector

hereinafter referred to as: the Partner

for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (Annex IV).

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

The parties hereby have agreed as follows:



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A handwritten signature in black ink, appearing to be 'Mancarella'.

A handwritten signature in black ink, appearing to be 'Pizzi'.

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### Article 1 Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE action Development of HEIs' Internationalization Policies, DHIP (hereinafter referred to as the "project").

1.2 The beneficiaries 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 concluded between UNIPI and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the above-mentioned project, and signed on 2/11/2017.

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 beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments to the latter.

### Article 2 Duration

2.1 This Agreement shall come into force on the day when it has been signed by all parties, but shall have retroactive effect from the start of the eligibility period (15 October 2017).

2.2 The period of eligibility of the activities and the costs shall be in accordance with the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 This Agreement shall remain in force until UNIPI has discharged in full its obligations arising from the Grant Agreement with the Executive Agency, which means 5 years from the date of receipt of payment of the final balance as specified in Article 1.4 of the Grant Agreement.

### Article 3 Obligations and responsibilities

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

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;



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- (c) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

### 3.2 Specific obligations and role of UNIPI.

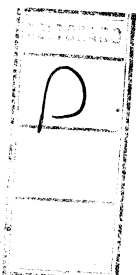
UNIPI shall:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article 1.4 of the Grant Agreement. UNIPI shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article 1.4 of the Grant Agreement;
- (h) provide one original of this Agreement duly signed to each beneficiary and a copy thereof 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 Guidelines for the Use of the Grant, the various report templates and any other relevant document concerning the project.
- (j) transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

### 3.3 Specific obligations and role of the Partner:

The Partner shall:

- (a) ensure adequate communication with UNIPI and with the other beneficiaries;
- (b) support UNIPI in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to UNIPI all relevant data needed to draw up the reports, financial statements and all other provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide UNIPI with any other information or document it may require and which are necessary for the management of the project;
- (e) notify UNIPI 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.);



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- (f) inform UNIFI of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

### 3.4 Management of the project

For the management of the project, the following bodies will be constituted:

- (a) The Steering Committee (SC): the formal management board of the project which will guide the administrative and methodological aspects of the project, monitor and evaluate the phases of the project in terms of the declared objectives and correspondence with the work plan, and intervene for the resolution of any possible problem. It will consist of the Central Coordinator (UNIFI) and one representative from each partner.
- (b) The Executive Board (EB): the operational management board which will ensure the smooth coordination of the project activities, timely planning and integration between different tasks. It will consist of three representatives from LA partners (1 from each partner country), two representatives from EU partners (from PT and ES); it will be chaired by UNIFI, assisted by EUROSUR as LA Activities Manager (LAAM).

## 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 983.253,00 and shall take the form as stipulated in Annex III of the Grant Agreement (in Annex IV of this Agreement).

4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:

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

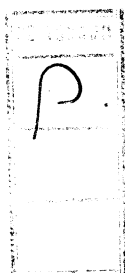
4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries commit to provide additional resources to the project so as to ensure its full implementation in accordance with the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

4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category are given in Annex I of this Agreement.

## Article 5 Payment arrangements

5.1 UNIFI will transfer the part of the Erasmus+ grant contribution corresponding to the Partner using the account stipulated in Annex VII of this Agreement.

5.2 The amounts to be transferred and the deadlines for reporting and supplying the necessary documentation are summarized in the following table, and further detailed under point 5.3:



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Report n.	Reporting period	Deadline for report supporting documentation	Amount to be transferred	Deadline for transfer
1	<i>Preliminary Contribution 1</i>	.....	5000,00 EUR	<i>Beginning March 2018</i>
	<i>Preliminary contribution 2</i>	.....	20% minus 5000,00 EUR	<i>Within 15 days of reception of the signed Partnership Agreement (due by 1 May 2018 at the latest)</i>
	From 15/10/2017 to 14/07/2018	30/07/2018	20%	By 15/09/2018 provided that the report and the necessary proofs of expenditure/activity have been received by 15/07/2018
2	From 15/07/2018 to 14/04/2019	30/04/2019	20%	Within 30 days of receipt of report and necessary proofs of expenditure/activity
3	From 15/04/2019 to 14/01/2020	30/01/2020	20%	Within 30 days of receipt of report and necessary expenditure/activity
4	From 15/01/2020 to 14/10/2020	30/10/2020	20%	Within 30 days from the approval by the Executive Agency of the Project Final Report.

5.3 UNIFI will transfer to the account of the Partner in advance of the actual activities and expenditures part of the estimated Erasmus+ grant contribution identified in Annex 1 of this Agreement, in the following way:

- (a) By March 2018, 5000 EUR of the estimated Erasmus+ grant contribution for travel costs and cost of stay for the participation in the Kick off meeting to be held in April 2018 at Mendoza will be transferred to the Partner.
- (b) The rest of the first 20% of the estimated Erasmus+ grant contribution relative to staff costs, travel costs and cost of stay for the Partner, 4.457,20 EUR (that is 9.457,20 EUR minus the 5000 EUR already paid in March 2018), will be transferred within 15 days of the reception of the signed Partnership Agreement (due at the latest on 1 May).
- (c) Subsequently, the Partner will submit periodic financial reports and the required documentation by the deadlines specified under point 5.2. Within 30 days of receipt of Reports 1, 2 and 3 accompanied by the necessary proofs of expenditure/activity (as specified in the Guidelines for the Use of the Grant), UNIFI will transfer according to the timetable under point 5.2, further portions of the total estimated Erasmus+ grant contribution identified under Annex 1 of this Agreement for the partner, corresponding to € 47.286,00.
- (d) UNIFI will transfer the above-mentioned amounts provided that:
  - a) the financial report and supporting documents have been verified and checked by UNIFI;
  - b) UNIFI has monitored and verified that the beneficiary contributed to the efficient and effective implementation of the Project for the period concerned, as set out in Annex IV.
  - c) The beneficiary has not failed to perform its obligations
- (e) The Partner is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project work-plan, and in accordance with the terms and



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- provisions of the present Agreement and the Grant Agreement and its annexes. Any Erasmus+ grant amounts received in advance and not used by the Partner in the specified budget categories will be reimbursed to UNIFI at the latest by 30 days from the end of the project's contractual period.
- (f) The Partner is fully responsible for providing the correct declaration of expenses and the appropriate application of its accounting system. In more detail, the Partner shall:
- a) accept the liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Agreement.
  - b) be aware of the fact that the UNIFI will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or the present Partnership Agreement, for which the Partner is responsible.
  - c) bear any costs which are assessed as ineligible by the Executive Agency for which the Partner is responsible.
  - d) transfer within 30 days to UNIFI the amounts considered ineligible, which UNIFI will forward to the Executive Agency
- (g) The costs for financial transfers shall be charged according to art. II.24.11 of the Grant Agreement:
- a) UNIFI is responsible for the bank charges for payments it transfers to the Partner.
  - b) The Partner is responsible for the bank charges for any transfer it makes to UNIFI.

### Article 6 Reporting

6.1 UNIFI 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 Partner commits to provide UNIFI with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement, its Annexes and the Guidelines for the Use of the Grant.

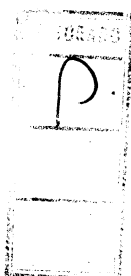
6.2 UNIFI shall provide the Partners with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.

6.3 In the case of partners from countries which have not adopted the Euro as their currency, the Partner shall convert into Euro the amounts of each item of expense incurred in the national currency, before submission. The expenditures shall be converted into Euro using the accounting exchange rate established by the Commission, relative to the month in which the transfers from the Executive Agency are received in UNIFI account: 11/12/2017. The rate is available on [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm)

In practice, this means that:

- a) From the start of the eligibility period until the date that the second pre-financing is received, the rate of the month in which the first pre-financing was received should be applied (11/12/2017);
- b) From the date that the second pre-financing is received until the end of the eligibility period, the rate of the month in which the second pre-financing was received should be applied.

6.4 The Partner 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. UNIFI may reject any item which cannot be



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justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and in the Guidelines for the Use of the Grant.

### 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" whose individual amounts are specified in the Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant (Annex V)

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

The abovementioned unit costs must be calculated respecting the rules set out by the Executive Agency in the Grant Agreement 2017 - 2925 and in the Guidelines for the Use of the Grant, and supported by the evidence of the actual costs as required in order to conform to those rules as described in Annex II and Annex III.

7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.

7.4 The beneficiaries confirm 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 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 Partner, as per the details below:

For the University of Pisa:

Tommaso Salamone

University of Pisa

International Programmes for Cooperation, Education and Mobility Unit

Email: [programmi.internazionali@unipi.it](mailto:programmi.internazionali@unipi.it)

[tommaso.salamone@unipi.it](mailto:tommaso.salamone@unipi.it)

For the Partner:

Hugo Hector Martinez

Universidad Nacional de Cuyo

Coordinador de Relaciones Internacionales

Email: [hugom@uncu.edu.ar](mailto:hugom@uncu.edu.ar)

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



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### Article 9 Promotion and visibility

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

9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

### Article 10 Confidentiality and data protection

10.1 UNIPI and the partners undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

### Article 11 Ownership and property rights

11.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

### Article 12 Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

### Article 13 Conflict of interest

13.1 UNIPI and beneficiaries 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 UNIPI without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.



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13.3 UNIFI will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

### Article 14 Working languages

14.1 The working languages of the partnership shall be English and Spanish.

14.2 Both parties commit in allocating to the project staff with enough knowledge of the working languages to ensure smooth communication and understanding of the matters discussed.

### Article 15 Conflict resolution

15.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the project Steering Committee, that will try to mediate in order to resolve the conflict amicably. If this does not prove possible, the issue can be decided by vote, one vote per partner, which can be cast in electronic form if necessary.

### Article 16 Applicable law and jurisdiction

16.1 This Agreement is governed by the Italian 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, or the above described voting procedure, the matter shall be decided in accordance with the jurisdiction of UNIFI's country.

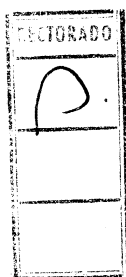
16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

16.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

### Article 17 Termination of the Agreement

17.1 In the event that the partner fails to perform any obligations under the present Agreement or the Grant Agreement, UNIFI may terminate its participation in the project, upon formal written authorisation by the Executive Agency.



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17.2 UNIPI shall notify the Partner in cause by registered letter. The Partner has one month to supply all relevant information to appeal the decision.

### Article 18 Force Majeure

18.1 If either party faces a case of *force majeure* (as per defined in article 11.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

18.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

### Article 19 Amendments

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

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

### Article 20 Annexes

Annex I - Budget/Expenditure/Co-financing breakdown per partner and budget category.

Annex II - Remuneration modalities of staff involved in the project.

Annex III - Reimbursement modalities for travel and costs of stay.

Annex IV - Copy of the Grant Agreement signed between UNIPI and the Executive Agency, its annexes, and any existing amendment.

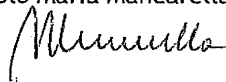
Annex V - Link to the Guidelines for the Use of the Grant

Annex VI - Link to FAQs

Annex VII - Individual Bank account of the beneficiary organisation.

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 UNIPI  
The legal representative  
Paolo Maria Mancarella



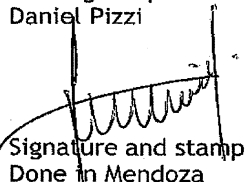
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Done in Pisa

Date 15/05/2018



UNIVERSITÀ DI PISA

For the Partner  
The legal representative  
Daniel Pizzi


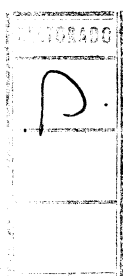


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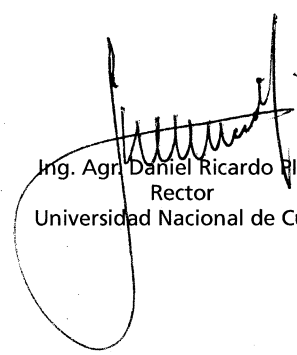
Date

Ing. Agr. DANIEL RICARDO PIZZI  
RECTOR  
Universidad Nacional de Cuyo

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Abog. Víctor Enrique IBAÑEZ ROSAZ  
Secretario de Relaciones Institucionales,  
Asuntos Legales y Administración  
Universidad Nacional de Cuyo



Ing. Agr. Daniel Ricardo PIZZI  
Rector  
Universidad Nacional de Cuyo

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