

MEMORANDUM OF UNDERSTANDING
ELARCH EM-ACTION 2- STRAND 1 – by LATIN AMERICA lot

BETWEEN:

Applicant: **Università degli Studi della Basilicata**, coordinator of the ELARCH Project (Erasmus Mundus Action 2- Strand 1 - Lot 7 by Latin America Lot), hereinafter referred to as "Coordinator", having its legal office in Via Nazario Sauro 85, 85100 Potenza (Italy), duly represented by Prof.ssa Aurelia Sole, Rector

AND:

Partner 2	Universidad de Cartagena (Joint Coordinator)	Colombia
Partner 3	Università degli Studi di Roma "La Sapienza"	Italy
Partner 4	Università "G.D'Annunzio" di Chieti-Pescara	Italy
Partner 5	Univerza V Ljubljani	Slovenia
Partner 6	Universidade do Minho	Portugal
Partner 7	Universidad Politecnica de Madrid	Spain
Partner 8	Universitat Politècnica de Catalunya	Spain
Partner 9	National Technical University of Athens	Greece
Partner 10	Universidade de Aveiro	Portugal
Partner 11	Universidad Michoacana de San Nicolas de Hidalgo	Mexico
Partner 12	Universidad de Magdalena	Colombia
Partner 13	Universidad de Concepcion	Chile
Partner 14	Universidad de Oriente	Cuba
Partner 15	Universidade Federal de Santa Catarina	Brazil
Partner 16	Universidad de Nariño	Colombia
Partner 17	Universidad Católica Boliviana "San Pablo"	Bolivia
Partner 18	Pontificia Universidad Católica del Perú	Peru
Partner 19	Universidad Nacional de Itapua	Paraguay
Partner 20	Universidad PARTICULAR San Gregorio de Portoviejo	Ecuador

all being co-beneficiaries of the Erasmus Mundus Action 2- Strand 1 Lot 7 by ELARCH project, hereinafter, jointly or individually, referred to as "Parties" or "Party" relating to the action entitled ELARCH,

WHEREAS:

Associate Partner 1: Foundation - Global Risk Forum Grf Davos Stiftung, Switzerland
Associate Partner 2: Fondazione Città della Pace per i Bambini Basilicata, Italy
Associate Partner 3: Fondazione Zétema, Italy
Associate Partner 4: A.N.I.D.I.S., Italy
Associate Partner 5: GeoHazards International, United States
Associate Partner 6: Fundación distrito 4271 de Rotary Internacional, Colombia
Associate Partner 7: Consiglio Nazionale delle Ricerche, Italy
Associate Partner 8: Comitato promotore della Candidatura di Matera a Capitale europea, Italy
Associate Partner 9: The Regents of the University of California, U.C. San Diego, United States
Associate Partner 10: Bene Construere Doo, Croatia
Associate Partner 11: Universidad Nacional Autónoma de México, México
Associate Partner 12: Universidad Veracruzana, México
Associate Partner 13: Pontificia Universidad Católica de Chile, Chile
Associate Partner 14: Universidad Nacional de Salta, Argentina
Associate Partner 15: Universidad Industrial de Santander, Colombia
Associate Partner 16: Instituto de Patrimonio y Cultura de Cartagena de Indias, Colombia
Associate Partner 17: Observatorio Regional de Responsabilidad Social para América Latina, Paraguay
Associate Partner 18: Distretto Rotary 2080 Lazio-Sardegna, Italy

WHEREAS:

the Parties, following long-lasting scientific cooperation in the field of natural risk mitigation and protection of the cultural heritage, have submitted a proposal for the Action to the European Commission as part of the Erasmus Mundus Action 2 - Strand 1 – Lot 7 by Latin America Region, "ELARCH". The Parties wish to specify or supplement binding commitments among themselves in addition to the Framework Partnership Agreement,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1: PURPOSE

The purpose of this MoU is to specify with respect to the Action, the relationship among the Parties, in particular the organization of the mobility of students and staff, the management of the Action and the rights and obligations of the Parties concerning inter alia liability, financial provisions and dispute resolution.

ARTICLE 2: TASKS AND RESPONSIBILITIES OF THE COORDINATOR

The Coordinator on behalf of the partnership undertakes to:

- a) Be the intermediary for all communication between the co-beneficiaries and the Education, Audiovisual and Culture Executive Agency (EACEA).
- b) Be responsible for supplying all documents and information to the EACEA which may be required, in particular in relation to the requests for payment. The Coordinator shall not delegate any part of this task to the parties. Where information from the parties is required, the coordinator shall be responsible for obtaining and verifying this information and for passing it on to the EACEA.
- a) Inform the parties of any event of which the coordinator is aware that is liable to substantially affect the implementation of the action.
- b) Request and receive, on behalf of the parties, all payments made by the EACEA and distribute the Community financial contribution between the parties in accordance with the rules of the programme and this Memorandum of Understanding.
- c) Be responsible, in the event of audits, checks or evaluations for providing all the necessary documents, including the accounts of the parties, the original accounting documents and signed copies of sub-contracts, if any have been concluded by the beneficiary universities;
- d) Provide a coordination office and the necessary staff to coordinate, implement and administrate the project and to facilitate the permanent communication between all Consortium members.
- e) Prepare and organize any joint activity, especially information campaigns, calls for applications, coordination meetings, evaluation of project progress and results.
- f) Operate an internet website with public information on the programme and to be used for the announcement of the call.
- g) To convene and organize project meetings in the course of the implementation of the ELARCH project involving all members of the consortium, at least two of them, one at the beginning of the project and another one in the last year of the action. The Università degli Studi della Basilicata Coordination Team shall convene also extraordinary meetings at any time upon written request of any member with the support of the majority of the consortium.
- h) Monitoring compliance by the Parties with their obligations.
- i) Keeping the address list of members and other contact persons updated.
- j) Collecting, reviewing and submitting information on the progress of the Action and reports and other deliverables (including financial statements and related certifications) to the Executive Agency.
- k) Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Università degli Studi della Basilicata Coordination Team when such copies or originals are necessary for the Parties to present claims.

ARTICLE 3: RESPONSIBILITIES OF THE PARTIES

The Joint coordinator shall:

- a) Help to increase the capacities in the other Latin American-country partner institutions in the region that they will require for successful implementation of the partnership's.
- b) Support and coordinate Latin American Partners in the implementation of the project activities
- c) Coordinate and facilitate know-how transfer from more experienced entities to TG3.
- d) Coordinate the communication in Latin America.
- e) Relay information to the Latin America partners and associates about the project activities;
- f) Promote & disseminate of ELARCH project activities in and out the university: through its networks and its website, relay calls for applications with deadlines and reference to ELARCH website.
- g) Promote the ELARCH project in Latin America countries through a widespread dissemination of the project activity to reach and attract TG2 and TG3 candidates.
- h) Participate in the mobility Selection Committee, identifying and preparing Latin American country mobility candidates (provide practical assistance and administrative support for outgoing students (obtaining visa, administrative support, language courses),
- i) Organize the meetings in Latin America.

The parties shall:

- a) Forward to the Coordinator the data needed to draw up the reports, financial statements, annual applications and other documents provided for in the framework agreement and specific agreements;
- b) Ensure that all information to be provided to the EACEA is sent via the coordinator, save where the agreement specifically stipulates otherwise;
- c) Inform the Coordinator immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- d) Provide the coordinator with all the necessary documents in the event of audits, checks or evaluation;
- e) Be represented in the ELARCH meetings and participate in a cooperative manner in the meetings.

Role of the Associate partners:

- a) Contribute to the transfer knowledge and results as well as contribute to the innovation process;
- b) Contribute in promotion, implementation, evaluation and sustainable development of the project activities;
- c) Support the individual mobility in particular by identifying and/or preparing Latin American mobility candidates;
- d) Contribute in promotion of scholarship opportunities among vulnerable and disadvantaged groups;
- e) promote scholarship opportunities at all mobility type, encouraging and facilitating the access of TG2 and TG3;
- f) Offer opportunities for internships and placement of participants;
- g) Contribute to dissemination and impact of the project on the communities involved;
- h) Contribute to the project sustainability and technical follow-ups and expose windows for collaboration and joint project under other funding instruments.

Nevertheless they play an active and fundamental role in the project, the associate partners are not entitled to benefit directly from the grant.

ARTICLE 4: RESPONSIBILITIES OF THE CONSORTIUM MEMBERS

All members of the consortium undertake to:

- a) Respect the common general objectives that formed the basis for establishing the cooperation;
- b) Fulfil the undertakings entered into under the action, together with the work programmes jointly agreed between the parties;
- c) Contribute to wide dissemination of information about the project inside and beyond their institution;

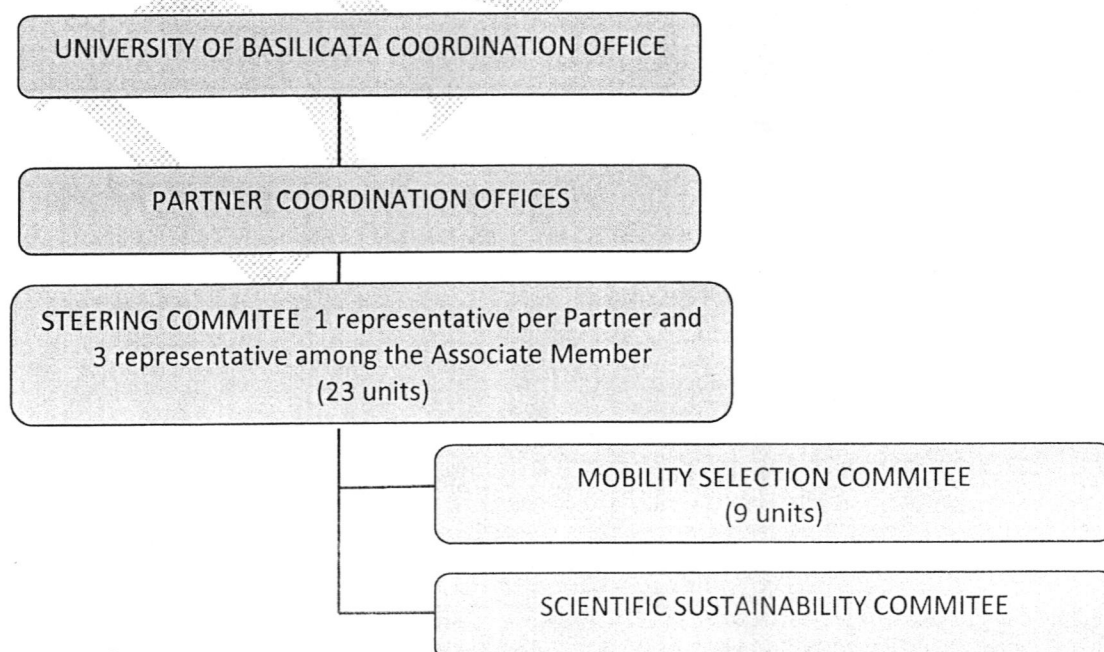
- d) Encourage their staff and students to participate in the mobility scheme;
- e) Facilitate the application procedure and the selection of candidates at their institution respecting equal opportunities;
- f) Support the conclusion of learning agreements for each incoming/outgoing student;
- g) Apply a fee waiver policy for incoming students from the partner institutions if the duration of their studies is shorter than 10 months;
- h) Provide adequate linguistic support, both in the language of instruction required by the partnership in the application process and in the local language of the host Institution. This language training is aimed at facilitating their social and cultural integration in the country;
- i) Provide information and assistance to students and academic staff: introduction to the host institution, academic advice to students, assistance with practical matters such as accommodation, social security, visa and residence permits, travel, and provision of tutor/mentor for incoming students;
- j) Academic and organizational arrangements with partner institutions: academic recognition of study periods abroad, arrangements for student and course assessment etc.
- k) Agreements with students on an individual work programme and on the workload required to pass any examinations or other forms of assessment (learning agreements);
- l) Provision of a transcript of records to incoming students after completion and assessment of course work and a diploma supplement covering the courses followed and the ECTS credits earned at the host institution, if applicable;
- m) Arrangements for the monitoring of outgoing students or organizing feedback from returning students and teachers to prospective outgoing students and teachers;
- n) Preparation of long-term recognition of studies between institutions through ECTS;
- o) Internal evaluation and quality assessment mechanisms: evaluation sheet to be filled out by all grant holders.

ARTICLE 5: MANAGEMENT AND ORGANISATION

To ensure efficient coordination and decision-making processes, as well as a high degree of trust and communication between all partners involved, the co-beneficiaries will be involved in issues such as activity management, organization of mobility and financial management.

5.1 General structure

The management structure of the project is as follows:



The University of Basilicata Coordination Office is the legal entity acting as the intermediary between the Parties and the Executive Agency. The University of Basilicata Coordination Team shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in this Memorandum of Understanding. The University of Basilicata Coordination Office will supervise the implementation of the project, coordinate all partners and associates and carry out all general project activities aiming at an efficient internal communication within the consortium.

The Steering Committee, hereinafter referred to SC, is the official representative body of the Consortium and 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 partnership.

The Mobility Selection Committee, hereinafter referred to MSC, will be responsible for organizing and readjusting mobility so as to fulfil the objectives of the call, dealing with the distribution of mobility flow, the standards and rules for the application and selection procedures.

The MSC also will guarantee an impartial and transparent selection process based on merit, providing equal opportunities, gender-balance and participation of disadvantaged people. It will be made up of academic members or evaluation experts appointed as follow: the ELARCH project coordinator, the joint coordinator, 3 from Latin America partners, 1 from the Associate partners and 3 from EU partners. Its members will be designed during the kick-off meeting. External experts, advisors and associates may be invited.

The Scientific Sustainability Committee, hereinafter referred to SSC, is the body that, to ensure the actions related to the sustainability of the project, impact and lasting duration, defines the overall scientific strategy of the ELARCH project and monitors, reviews and guides the corresponding implementation. It defines monitors and updates the scientific activities under which the specific mobilities are implemented at the undergraduate, masters, Ph.D., post-doc, and staff levels. It defines common and consensus scientific projects based on the most relevant topics of the international scientific cooperation cultural heritage risk mitigation.

The SSC will also be in charge of establishing marketing and communication strategies that will be implemented by defining the quality assurance mechanisms and polices as well as the evaluation procedures. It will have a similar composition as the *Mobility Selection Committee*.

The internal management of the project is enforced by a *Coordination Office* in each partner university led by the University of Basilicata - Coordination Office which will be responsible for the implementation of local individual mobility for both students and academic staff, coordinating all outgoing or incoming flows as home and host institution. They must manage all the activities related to the mobility such as economic administration of partners budget for the organization of the mobility; local visibility and dissemination of the project, including provision of information about the call, applications and courses and study programmes offered; assistance to students and academic staff (introduction to the host institution, academic advice to students, provision of adequate linguistic support, assistance with practical matters such as accommodation, health insurance, visa and residence permits, travel, provision of tutor/mentor for incoming students); signing of the learning or training agreements on an individual working programme and issuing of ECTS transcripts or equivalents, diploma supplements. Coordinators from home universities will lead the procedures to guarantee a full recognition of all studies, training, research and teaching successfully performed at host universities.

5.2 Voting rules and quorum

The Consortium Coordination Team shall not deliberate and decide validly unless a quorum majority of its Members are present or represented. Each Member shall have one vote. Defaulting Party Members may not vote. Decisions shall be taken by a majority of half of the votes plus one.

5.3 Mobility procedures for incoming and outgoing students

The procedure will take place in 3 steps: Eligibility, Evaluation and Selection.

Eligibility:

The technical screening of all the applicants (students, researchers, staffs) will be done by:

- The Home Institution for candidates belonging to TG1;
- The Coordinator for EU candidates TG2 and the Joint Coordinator for Latin American candidates belonging to TG2 and TG3. Both Coordinator and Joint Coordinator may request, if necessary, the collaboration from other European and Latin America partners.

This is a technical check of the application form and supporting documents. It will be validate only those meeting the requirements of the Call.

Evaluation:

The academic quality of the applicant will be done by each European and Latin American hosting institution will prepare a ranking list of preferred Candidates following pre-agreed procedures within the SC.

Selection:

The MSC will prepare a final list of selected Candidates for all the mobilities stated in the Grant Agreement, plus a reserve list, plus a list of rejected applications.

Once the students, researchers and staff members are selected, the Coordinators at home universities and the applicants concerned will be notified by the Coordinator. Selected EU and LA students from TG1 should then draw up their learning agreement in consultation with the host university and have it signed by the student and both home and host institutions, where applicable. In case of TG2 and TG3 the Learning agreement will be agreed and signed by the Coordinator for EU or the Joint Coordinator for Latin America students, the student and the host Institution.

Staff members, Doctorates (if applicable) and Post-doctorates will draw up a work programme in consultation with the host university and under the advice of the SSC.

The student has to take care of his/her visa application with an invitation letter from the host institution.

Upon arrival of the mobilities, the host universities in Europe and Latin America will provide them with assistance and information. At the end of the mobility, the host universities will provide the students with a Transcript of Records, if applicable. If applicable, the host university will provide students with a Degree and a Diploma Supplement. A certificate of attendance will be issued for the staff participating in the mobility programme. Co-supervision agreements between the Director and the Supervisor of the PhD student at the home institution in Latin America and the Supervisor of PhD at the host institution in Europe will be established.

Recognition of study abroad:

The home University guarantee in advance that all credits gained abroad in the approved programme of study (learning agreement/work programme) will be fully recognised.

If the mobility covers part of the curriculum the Host University, at the end of the period abroad, issues a transcript of records attesting the educational component successfully completed during the period abroad, as well as the credits awarded and the local grades achieved.

After the return of the student, the home University will transfer all credits gained abroad in the approved Transcript of Record into the official learning programme required for obtaining the final degree at home, indicating the learning activities followed and the marks obtained during the period abroad. These latter could also be included in the Diploma Supplement, if applicable. For mobility flows covering the totality of the curriculum required for obtaining a degree, the Diploma supplement, if applicable, must be issued by the host Institution.

ARTICLE 6: FINANCIAL PROVISIONS

The financial contribution of the European Commission to the Project amounts to 3.160.250,00 € and shall be distributed by the Coordinator according to the Consortium Budget as described hereunder.

The budget stands for:

1. a lump sum to cover costs deriving from the organization of the individual mobility flows
2. unit costs amount for travel, subsistence, insurance and participation cost of students and academic staff participating in the individual mobility flows.

Payments shall be made by the Coordinator in euros. Any conversion of actual costs into Euros shall be made at the average of the daily exchange rates published in the Official Journal of the European Union or, failing that, at the average of the monthly accounting rates established by the European Commission and published on its website. The Project Coordinator will assume all associated bank transfer fees.

6.1 Organization of mobility:

The lump sum (200.000,00 €) will be managed by the Project Coordinator and will cover a full-time project manager, project website with application software, meetings, project publications, promotional materials and activities and other activities and general costs related to the project.

The specific lump sum of 10.000,00 euro for the whole duration of the project will be granted to the Joint Coordinator to cover the costs incurred to the promotion and dissemination of the project activities. The Joint Coordinator will keep accounting documents to justify this amount providing with the list of activities. All the activities and related costs have to be agreed with the Coordinator.

Proof of the expenses will be kept for a 5-year period after the ending of the project. A scanned copy of these documents will be sent to the coordinator. All the original invoices and payment receipts related to the ELARCH project shall be kept for a 5-year period after the ending of the project so as to provide them to the European Commission/EACEA in case of auditing.

6.2 Individual mobility. Based on unit-costs

- a) Basing on the number of mobility flows managed by each one, the Project Coordinator shall transfer the scholarships (subsistence + participation costs if applicable) as follows:
 - I) for TG1 mobility from Latin America to Europe directly to each European hosting Institution;
 - II) for TG1 mobility from Europe to Latin America the subsistence allowances to each European home Institution and the participation costs, if applicable, to the Latin American hosting Institution.
 - III) For TG2 and TG3 mobility from Latin America to Europe the Coordinator shall transfer the scholarships (subsistence + participation costs, if applicable) to the European hosting University; for TG2 mobility from Europe to Latin America the scholarships (subsistence) shall be directly paid by the Coordinator while the participation costs, if applicable, shall be transfer to the Latin American hosting Institution.
- b) Subsistence allowances must be paid to the beneficiary on a monthly basis. Two instalments must be paid upon arrival to cover the installation costs.
- c) Pre-financing payments shall be made to each Partner according to the payments made by EACEA as defined in the Grant Agreement signed between the University of Basilicata and EACEA.
- d) Incoming Latin-America students at EU host universities must open bank accounts in EU countries.
- e) For each grantee an individual travel budget is calculated according to the rules specified in the Grant Agreement. This amount covers travel tickets to reach the host institution location, including local transport. The Coordinator draws up a contract with a travel Agency that will book tickets for individual mobility, once the candidates have agreed the mobility period with the hosting university. The Coordinator will directly pay the travel agency for the tickets and the cheapest fare should be applied. All original boarding passes, tolls, etc. must be kept by the host institution following terms of the Grant Agreement. Certified copies must be sent directly to the Coordinator to report the financial statements to the EACEA.
- f) The Coordinator will identify and contract insurance for all mobile individuals with an Insurance Assistance Partner. Contracted policies should include the minimum requirements for the insurance coverage programme standards established by the EACEA. All insurance details will be provided to the grantees before departure.
- g) Students and academic staff must sign a grant contract, which will explain how the payments will be made and the coverage of the grant (subsistence allowance, insurance, and travel costs) and the students rights and obligations for participating in the programme.

- h) The Coordinator pays directly tuition fees for incoming students to the host institution, where applicable.

Pre-financing payments of the subsistence allowances shall be made by the Coordinator to each Partner according to the payments made by EACEA as defined in the Grant Agreement signed between UNIBAS and EACEA as follows:

- up to 50% after the validation by the Agency of the selection list and in advance to the arrival of grant holders.
- A second payment equivalent up to 30% of the total amount within 30 days after reception of the payment instalment from the EACEA, according to the terms of the Grant Agreement. (art 1.4.- Payment Arrangements of the Grant Agreement)
- The rest of the amount should be transferred as soon as the coordinator receives from the EACEA the corresponding payment.

ARTICLE 7: RECORD KEEPING AND RECORDING

- 7.1 The Coordinator and the partners shall be bound by the obligations and instructions given for the Administrative and Financial Handbook (Annex VIII of the Grant Agreement).
- 7.2 The partners shall keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the end of the period covered by the project.
- 7.3 All invoices sent to the Coordinator must be dated and certified as true and exact by the financial officer of the partner. The Coordinator may reject any item of expenditure that cannot be justified in accordance with the rules set out in the Administrative and Financial Handbook.
- 7.4 The partners are required to submit to the Coordinator the relevant information and supporting financial and/or administrative documents for the drafting of the Progress Report **at the latest one month before** the following time schedule:

1st Technical Progress Report by 01/09/2015

2nd Technical and Financial Progress Report by 29/02/2016

3rd technical and financial Progress Report by 28/02/2017

Final Report by 14/09/2018

- 7.5 The partners shall promptly inform the Coordinator of any delay in the performance of the activities undertaken by the partners under the present Memorandum of Understanding.
- 7.6 Upon request the partners shall make available any documentation about project finance and activities required by EACEA.

ARTICLE 8: ENTRY INTO FORCE, DURATION AND TERMINATION

8.1 Entry into force

The present agreement becomes effective on the date of its signature and will be valid as long as all project-related activities are finished.

8.2 Duration and termination

This Memorandum of Understanding shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under this Memorandum of Understanding. However, this Memorandum of Understanding may be terminated in accordance with the terms of the Grant Agreement.

ARTICLE 9: AMENDMENT AND COMMUNICATION

Any amendment to this Memorandum of Understanding shall be communicated in writing or electronically to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of members and other contact persons.

Formal notices:

If required in this Memorandum of Understanding that a formal notice, consent or approval shall be given, such notice shall be signed by an authorized representative of a Party and shall either be served personally or sent by mail with recorded delivery or fax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail. Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned.

ARTICLE 10: LANGUAGE

This Memorandum of Understanding is drawn up in English, which language shall govern all documents, notices, meetings and processes relative thereto. In case of discrepancies with translated versions, the English version shall prevail.

ARTICLE 11: SETTLEMENT OF DISPUTES

All disputes arising out of or in connection with this Memorandum of Understanding shall be amicably settled by the Parties via direct negotiation. The Parties will take all reasonable steps to resolve the disagreements on the basis of good faith and good will criteria; disputes which cannot be solved amicably, shall be finally settled in accordance with the Italian law.

The place of arbitration shall be Italy. The award of the arbitration will be final and binding upon the Parties. Nothing in this Memorandum of Understanding shall limit the Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

ARTICLE 12: LIABILITY

Each party shall be independently responsible for the performance of any part of its tasks under this Agreement.

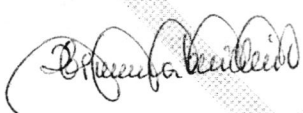
The partner shall be solely liable for any loss, destruction, damage or injury to the other of partner or of third parties. The partner shall not, however, be held liable for any indirect or consequential loss or damage that they may have caused to each other in connection with the project.

The Partner shall indemnify the Contractor and any other partner against any claim made against or liability incurred by the Contractor in respect of any breach by the Partner of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Partner to the Contractor pursuant to the present Contract.

The Contractor shall not be required to provide insurance cover to persons participating in activities undertaken by the Partner under the present Contract.

ARTICLE 13: BRAIN DRAIN

According to the spirit of the Erasmus Mundus Programme host universities will not favour any action leading to the non-return of the beneficiaries to their institutions in Latin America. In this regard, the EU Universities participating in the project will not offer any job opportunities to the participants in this programme in the 2 years following their period abroad.

<NAME OF THE INSTITUTION>	UNIVERSITY OF BASILICATA
 Name of legal representative <i>DRA. AURELIA SOLE</i> Position <i>RECTOR</i> Date: <i>28-12-2014</i>	Aurelia SOLE Rector Date: