

Hochschule Magdeburg-Stendal, Postfach 36 55, 39011 Magdeburg

Universidad de Cuenca
Raúl Vázquez
Av. 12 de Abril S/N y Av. Loja
010203 CUENCA
ECUADOR

Die Kanzlerin

Allgemeine Verwaltung/
Rechtsangelegenheiten

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E-Mail:
ralf.baier@hs-magdeburg.de

Ihr Zeichen

Ihre Nachricht vom

Bearbeitet von
Herrn Baier /schl

Datum
5. Juli 2018

Partnership Agreement

Dear Mr. Vázquez,

Attached you will receive the signed Partnership Agreement to stay.

Best regards

On behalf


Ralf Baier



Education, Audiovisual and Culture Executive Agency

Erasmus+ Programme

Capacity-Building projects in the field of Higher Education **(E+CBHE)**

Guidelines for the Partnership Agreement

VERSION 01: 02 MAY 2018

INTRODUCTION

The following document aims to assist Erasmus+ Capacity Building projects in the field of Higher Education in preparing their Partnership Agreement(s). The examples of provisions / articles provided do not reflect any official position / recommendation. The Executive Agency cannot be held responsible for any use that may be made of the information contained herein.

Please note that a Partnership Agreement is a commitment complementary to the Grant Agreement signed with the Executive Agency and to the mandates signed by each beneficiary.

As mentioned under Article I.10.5 of the Grant Agreement, the beneficiaries are required to lay down the detailed provisions for their relations and for the implementation of the project. These provisions shall be formalised in a Partnership Agreement to be signed by the coordinating institution and the beneficiaries. A copy of the Partnership Agreement(s) must be provided to the Executive Agency within 6 months of the signature of the Grant Agreement.

The Partnership Agreement can either be multilateral (i.e. single agreement signed by the coordinator and all the other beneficiary organisations) or bilateral (i.e. a different agreement signed between the coordinator and each beneficiary organisation) and should be drafted in the working communication language of the Partnership.

Provisions of the Partnership Agreement(s) may be differentiated according to the special needs/requirements of each beneficiary, provided that transparency is ensured within the partnership.

The objective of the Partnership Agreement is to ensure that:

- the provisions for project implementation and for interactions between beneficiaries are clearly agreed and communicated to all partners;
- the relevant authorities of the participating organisations agree on its implementation aspects from an academic, administrative, legal and financial point of view;
- potential disputes/misunderstandings between participating organisations are avoided and/or resolved through the dispositions contained in the Partnership Agreement.

In particular, the Partnership Agreement should provide a comprehensive description of:

beneficiaries' rights and obligations within the framework of the project and the Grant Agreement;

beneficiaries' role and responsibilities in carrying out the work programme;

management and governance modalities;

financial management and related rules, in particular for what concerns:

- the budget structure (co-financing, breakdown of budget per activity and beneficiary, modalities of transfer of funds, etc.);
- remuneration policy for staff;
- payment modalities (reimbursement for travels and costs of stay, etc.);

reporting mechanisms;

conflict management mechanisms in case of problems or tasks/activities not properly implemented;

communication strategy (project website, promotional material and its dissemination, dissemination and exploitation plan);

sustainability strategy;

any other relevant topic for the efficient implementation of the project;

if applicable, the implementation modalities of the Special Mobility Strand.

Partnership Agreement

586345-EPP-1-2017-DE-EPPKA2-CBHE-JP

Water Management and Climate Change in the Focus of International Master Courses / WATERMAS

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

Hochschule Magdeburg-Stendal
Breitscheidstr. 2, 39114 Magdeburg

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Prof. Dr. Anne Lequy, Rector, the legal representative as defined in the Grant Agreement 586345-EPP-1-2017-DE-EPPKA2-CBHE-JP, and

UNIVERSIDAD DE CUENCA
Av. 12 de Abril S/N y Av. Loja,
010203 Cuenca,
Ecuador

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

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

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

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

1.2 The coordinator and the beneficiary, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement 586345-EPP-1-2017-DE-EPPKA2-CBHE-JP, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).

1.4 The coordinator and the beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

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

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3

Obligations and responsibilities

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

The beneficiary:

- (a) be 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 her abilities to achieve the defined results and taking full responsibility for her work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;

- (c) be jointly responsible for complying with any legal obligations incumbent on her 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 the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiary and the Executive Agency, and inform the beneficiary of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiary of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of the beneficiary, transfer funds to the beneficiary 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 I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiary, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to the beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiary 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 reports templates and any other relevant document concerning the project.
- (j) transmit to the beneficiary copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of UNIVERSIDAD DE CUENCA.

UNIVERSIDAD DE CUENCA undertakes to:

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

- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan, etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
- (g) ensure the correct execution of the budget, accordingly to the different budget lines approved and that are stated in Annex I. In this context, the "Staff cost" budget line applies to researchers Dr. Raúl Vázquez and Dr. Henrietta Hampel, who will be performing tasks that are necessary for the efficient implementation of the project and the achievement of its objectives. The "Subcontracting" budget line includes the costs related to the organisation of a workshop and, potentially, subcontracting of personal. The "Equipment" budget line includes the purchase of equipment (software, equipment, etc.) necessary for the correct implementation of the project. The "Travel cost" and "Cost of stay" budget lines refer to costs that are to be paid to the Ecuadorian staff (researchers) and students who will go to other partner countries for receiving training, attending workshops, teaching and working, and to foreign staff and students who will go to Ecuador for the same reasons. In this latter regard, the amounts to be paid to staff and students must be the ones defined in the approved budget and that were calculated using unit costs regulated by the European Commission.

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 764.523,- € and shall take the form as stipulated in Annex III of the Grant Agreement.
- 4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:
 - a "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 beneficiary in carrying out the activities foreseen. The commit to provide additional resources to the project has to ensure its full implementation in accordance with the Grant Agreement.
- 4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement.

Article 5 **Payment arrangements**

- 5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated in Annex VII of this Agreement.
- 5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

Payment(s) in advance

The coordinator will transfer to the respective account of the beneficiary in advance of the actual activities (/expenditures) [part of] the estimated Erasmus+ grant contribution identified under Annex 1 of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution at the time of signature of this Agreement, when all signatures have been done.
2. 40% of the estimated Erasmus+ grant contribution within 30 days after receiving the transfer from the EU at the account of the coordinator.
3. 10% of the estimated Erasmus+ grant contribution within 30 days after receiving the transfer from the EU at the account of the coordinator.

5.3 The beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiary will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

5.4 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the following procedure will apply:

- The beneficiary is responsible for the expenditure declared ineligible and will reimburse the corresponding amount to the coordinator.

5.5 The costs of financial transfers shall be borne as following:

- Costs of dispatch/receipt charged by the bank of the coordinator/ beneficiary, and costs of repeated transfers caused by one of the parties have to be paid by the beneficiary. The coordinator is allowed to reduce the sum of the money transferred to the partners in the amount of the costs of the transfer. In the case that money needs to be redirected by the beneficiary, the cost will be charged by the partner organisation, who redirect the money.

5.6 The beneficiary agrees that the costs for flights, hotel and subsistence allowances of the participants from Ecuador that were previously paid by the coordinator within the scope of the workshop (kick- off Meeting in Magdeburg, 12.2.-16.2.2018) will be deducted from the first installment payment under this contract.

Article 6 Reporting

6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiary commit to provide the coordinator 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 at least 21 days before the official date of submission.

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

6.3 The beneficiary shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and 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 and in the Guidelines for the Special Mobility Strand (when applicable).

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.

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 beneficiary confirms that she respects the social and labour legislation of her country regarding the costs of staff contributing to the project.

7.5 The beneficiary is responsible for ensuring adequate insurance arrangements for her staff and students while participating in project activities.

7.6 Upon the decision of the project participant researchers of the Universidad de Cuenca (UC), Dr. Raúl Vázquez and Dr. Henrietta Hampel, for ensuring that the development of the different project activities is as smooth as possible, avoiding unnecessary internal and national bureaucracy, the administrative management of the project may be executed with the aid of its Public Enterprise, namely, UCUENCA EP. In the case that UCUENCA EP assists on the administrative management of the project, it will be entitled to carry out any process to adequately and duly execute the budget of the project and, as such, may be the holder of certain invoices related to the execution of the budget, etc.

7.7 The UC will finance the payment of the VAT associated to the payments that, according to the Ecuadorian legislation, are not except of VAT charges. In this way, the sponsor's constraint on the payment of VAT will be fulfilled.

7.8 The UC will eventually contribute with a financial counterparty for the correct development of the project. In this respect, the amount with which the university will eventually contribute will be determined whenever needed by the Research Directory (DIUC) of the UC in direct consultation with the project participant researchers of the UC, Dr. Raúl Vázquez and/or Dr. Henrietta Hampel.

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 the beneficiary, as per the details below:

For the coordinator:

Prof. Dr. Frido Reinstorf
Breitscheidstrasse 2, 39114 Magdeburg, Germany
Frido.reinstorf@hs-magdeburg.de

For the beneficiary:

Universidad de Cuenca
Prof. Dr. Raúl Vázquez Z.
Av. 12 de Abril S/N y Av. Loja, 010203 Cuenca, Ecuador
raul.vazquez@ucuenca.edu.ec
raulvazquez@yahoo.co.uk

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

8.3 The steering committee consists of one person of each country.

Article 9

Promotion and visibility

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

9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles 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 The coordinator and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

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

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 beneficiary, 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 The coordinator and beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary shall undertake to take all necessary measures to rectify this situation at once.

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

Article 14

Working languages

14.1 The working language of the partnership shall be English¹.

14.2 The parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15

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 shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

¹ The working language must be understood and spoken by all parties involved in the consortium.

15.2 Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

Article 16

Applicable law and jurisdiction

16.1 This Agreement is governed by the German law, being the law of the coordinator's country.

16.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.

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 beneficiary fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate her participation in the project, upon formal written authorisation by the Executive Agency.

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

Article 18

Force Majeure

18.1 If either parties face a case of **force majeure** (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19

Amendments

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

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

Article 20

Annexes

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

Annex II - Remuneration modalities in the project.

Annex III – Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.

Annex IV – link to Guidelines for the Use of the Grant.

Annex V – link to FAQs

Annex VI - Individual Bank account of each beneficiary organisation.

Annex VII – Internal Reporting forms



Annex II - Remuneration modalities in the project.

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

The **staff costs** will be reimbursed on the base of unit costs. The unit costs to be applied are those defined in Annex I of the Guidelines for the Use of the Grants awarded in 2017 under Call EAC/A03/2016. Unit costs will be calculated taking into account the following variables: staff category, country and number of days. The number of days proportioned to the work to be carried out will be assigned by an authorised representative at the beneficiary institution (in the case of the Universidad de Cuenca, it is the Director of the Research Directorate-DIUC). Staff costs will be documented through Joint declaration and Time Sheets based on the EACEA templates. A proof of formal contractual relationship and an evidence to justify the workload will be kept by the beneficiary. The time sheet shows the daily workload, the type of work, the allocation to the staff cost categories and the designation of the work package being worked on.

The **travel costs and costs of stay** for staff and students will be reimbursed on the base of unit costs. The unit costs to be applied are those defined in Annex I of the Guidelines for the Use of the Grants awarded in 2017 under Call EAC/A03/2016. Unit costs will be calculated taking into account the following variables: the travel distance (for travel costs), the duration in days (for costs of stay) and the type of participant (staff or student). Travel costs will be documented through the presentation of boarding passes and invoice(s). Costs of stay will be documented through individual travel report of activities approved by the project manager of the beneficiary institution.

The reimbursement of actual costs for **equipment** has to be documented based on invoices, proof of payments and registration in the inventory.

Actual costs for **subcontracting** will be documented through the signed contract, the invoice, the proof of payment and the presentation of the service or product subcontracted.

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 commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.

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

Annex III - Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment. _

Annex IV - link to Guidelines for the Use of the Grant.

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-field-higher-education-2017_en



Annex V - link to FAQs

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-field-higher-education-2017_en

Annex VI - Individual Bank account of the beneficiary organisation.

[Name of Bank]: Banco del Pacífico
[Address of branch]: Benigno Malo 975, Cuenca, Ecuador
[Name and address of account holder]: Universidad de Cuenca, Av. 12 de Abril S/N y Av. Loja,
010203 Cuenca, Ecuador
[Full account number]: 02886127
[SWIFT bank code]: PACIECEG300


Provided the beneficiary transfers the financial project processing to the UCUENCA EP, the beneficiary, in particular with regard to 3.1.4 of the guidelines for the use of the grant agreement - Payments and project beneficiaries and reimbursement procedures - ensures that the UCUENCA EP will perform all the duties requested by the Universidad de Cuenca who continues to be the beneficiary of the coordinator. The beneficiary will commit UCUENCA EP to provide complete evidence of the appropriate use of the funds by UCUENCA EP, which means that the payments to the final recipient are fully traceable, identifiable and assignable.

Upon request, the beneficiary will provide the coordinator with proof of the proper execution of the payments and provide the coordinator with the relevant evidence.

For each breach or breach of the beneficiary against 3.1.4 of the guidelines for the use of the grant agreement - Payments and project beneficiaries and reimbursement procedures - the beneficiary is liable to the coordinator in the full amount of the lost or incomprehensible amount. This amount is non-refundable.

For the Beneficiary

The legal representative
Prof. Dr. Pablo Fernando Vanegas Peralta
President of the Universidad de Cuenca


Signature and stamp
Done in Cuenca, Ecuador

Date: 7th of May of 2018

Annex VII - Internal Reporting forms.

1. Contribution to Work Package and Outcome ref.no.....
2. Abstract
3. Report
4. Contributions by [names of the persons]; workload of each person; sum of workload
5. Problems/risks which are seen relating to the fulfilling the work package tasks
6. Estimated degree [%] of fulfilling the work package tasks

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

For the Coordinator

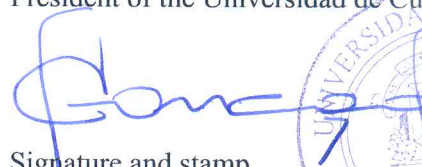
The legal representative
Prof. Dr. Anne Lequy


Signature and stamp
Done in Magdeburg, Germany
Date: 05. April 2018

Hochschule Magdeburg-Stendal
Breitscheidstraße 2
39114 Magdeburg

For the Beneficiary

The legal representative
Prof. Dr. Pablo Fernando Vanegas Peralta
President of the Universidad de Cuenca


Signature and stamp
Done in Cuenca, Ecuador
Date: 7th of May of 2018

