



## **ERASMUS MUNDUS**

Action 2 Strand 1

Lot 9 – Brazil

## **EM-SMART<sup>2</sup>**

*SmartCities & SmartGrids for Sustainable  
Development*

## **CONSORTIUM AGREEMENT**

**Grant Agreement Number: 2014 – 0882 / 001 – 001**

**Project Reference: 552042-EM-1-2014-1-FR-ERA MUNDUS-EMA2**

This agreement describes the terms and conditions that have been agreed by the members of the EM-SMART2 Consortium, which is a collaborative programme funded by the European Commission through the Education, Audiovisual and Culture Executive Agency [EACEA].

*IX*

This contract is made and entered into by and between:

**CENTRALESUPELEC – France**

Represented by Prof. Hervé Biaußer – General Director

**Technische Universität München – Germany**

Represented by Prof. Hana Milanov, Ph.D. – Senior Vice President for International Alliances

**Technische Universität Wien – Austria**

Represented by Prof.Dr. Adalbert Prechtl – Vicerector for Academic Affairs

**Universidad Politecnica de Madrid – Spain**

Represented by José M. Paez – Vice-rector for International Relations

**Politecnico di Milano – Italy**

Represented by Giovanni AZZONE – Rector

**Université Libre de Bruxelles – Belgium**

Represented by Prof. Didier Viviers – Rector

**Instituto Superior Tecnico – Portugal**

Represented by Prof. Arlindo Oliveira – President

**Aalto- Korkeakoulusaatio – Finland**

Represented by M. Eero Eloranta – Vice President (Education)

**Technische Universiteit Delft – Netherlands**

Represented by Prof. Dr. Th AJ. Toonen – Dean TPM

**Ceske Vysoke Uceni Technicke V Praze – Czech Republic**

Represented by Prof. Ing. Petr Konvalinka, CSc. – Rector

**Universidade Federal de Itabuja – Brazil**

Represented by Prof. Paulo Sizuo Waki – Vice-rector

**Universidade Federal de Campina Grande – Brazil**

Represented by José Edilson de Amorim – Rector

**Universidade Federal do Ceará – Brazil**

Represented by Prof. Henry de Holanda Campos- Rector

**Universidade Federal do Rio Grande do Sul – Brazil**

Represented by Prof. Carlos Alexandre Netto – Rector

**Universidade Federal do Rio de Janeiro – Brazil**

Represented by Prof. Antônio José Ledo Alves da Cunha – Acting Rector

**Universidade Federal do Pará – Brazil**

Represented by Prof. Carlos Edilson de Almeida Maneschy – Rector

**Universidade de Sao Paulo – Brazil**

Represented by Prof. Marco Antonio Zago – Rector

**Fundação Universidade de Brasilia – Brazil**

Represented by Prof. Ivan Camargo – Rector



Whereas the European Commission [**the Commission**] wishes to enhance and develop research exchanges and international Higher Education Institution [**HEI**] cooperation and, to fulfill this objective, has launched, through its executive agency EACEA [**the Agency**] the programme Erasmus Mundus 2009-2013;

Whereas **the Agency** has launched the yearly Erasmus Mundus call for proposal EACEA/18/2013;

Whereas a consortium of European and Brazilian HEIs [**the Consortium**], composed by 18 partners [**the Partners**] and 3 associates [**the Associates**] wishing to cooperate, has answered the call for proposals for the concerned lot;

Whereas, after the review of the proposal, **the Agency** has accepted the programme proposed by **the Consortium** [**the Programme**];

Whereas, **the Partners** are already bound by terms of the partnership statement attached to the accepted **Programme**;

**ÉCOLE SUPÉRIEURE D'ÉLECTRICITÉ**, referred to as **the Coordinator**, has concluded a Grant Agreement referred to as the **Grant Agreement - Number 2014 - 0882 / 001 - 001** with **the Agency**. The Grant Agreement and its annexes shall form an integral part of the present agreement, referred to as the **Consortium Agreement**.

**ÉCOLE SUPÉRIEURE D'ÉLECTRICITÉ** merged with **ÉCOLE CENTRALE DE ARTS ET MANUFACTURE (ECP)** under the name **CENTRALESUPELEC**. The rights and obligations from **ÉCOLE SUPÉRIEURE D'ÉLECTRICITÉ** are transferred to **CENTRALESUPELEC** by law. The coordination of **the Programme** will be ensured by a **CENTRALESUPELEC** hereinafter referred as **the Coordinator**.

**The Coordinator** is bound by the terms and conditions of the **Grant Agreement** and the **Consortium Agreement**. **The Partners** and **the Associates** shall be bound by the terms and conditions of the **Consortium Agreement**.


**The Partners** and **the Associates** have agreed to define their rights and obligations with respect to carrying out specific tasks relating to **the Programme**. Therefore, the **Consortium Agreement**, the **Grant Agreement** and its annexes (including the proposal and the partnership statements) are hereby agreed by **the Consortium**.

## **ARTICLE I - SUBJECT OF THE CONSORTIUM AGREEMENT**

- I.1 By the present **Consortium Agreement**, **the Partners** (including **the Coordinator**) and **the Associates** define the rules and procedures for the work to be carried out and the relations that shall govern them with the transactional partnership set up in order to complete **the Programme**.
- I.2 **The Partners** and **the Associates** shall not act in any way that could risk the fulfillment of **the Coordinator** duties under **the Grant Agreement** and **the Consortium Agreement**. **The Partners** and **the Associates** shall be bound in applicable parts by the terms and conditions of any further amendments to **the Consortium Agreement**.

## **ARTICLE II - PERIOD OF VALIDITY**

- II.1 The present **Consortium Agreement** shall come into force on the day when it has been signed by **the Partners** but shall have retroactive effect from **July 15<sup>th</sup>, 2014**. It shall be valid until the end of the action and at last **January 14<sup>th</sup>, 2018**.



**II.2 The Consortium Agreement** may be terminated in accordance with the terms agreed herein, respecting the funding terms and conditions of **the Grant Agreement**.

**II.3** If a **Partner** needs to leave **the Consortium** before the end of **the Programme**, this **Partner** must discuss with **the Consortium** and send a written notification to **the Coordinator**. The termination notice period is one year. Any change in the partnership composition requires a formal amendment from **the Agency**. This **Consortium Agreement** shall automatically terminate in respect of the affected **Partner** subject to the provisions surviving the expiration or termination such as the provisions relating to confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes.

## **ARTICLE III - ORGANIZATION STRUCTURE OF THE CONSORTIUM**

### **III.1 Name and Definition**

III.1.1 - The name of **the Consortium** is: **EM-SMART<sup>2</sup> (Erasmus Mundus – SmartCities and SmartGrids for Sustainable Development)**

III.1.2 - **The Consortium** is composed by 18 Partner HEIs:

- **CentraleSupélec** - *Coordinator*
- Université Libre de Bruxelles (ULB)
- Instituto Superior Técnico (IST)
- Technische Universität München (TUM)
- Politecnico di Milano (PoliMi)
- Universidad Politecnica Madrid (UPM)
- Delft University of Technology (TUDelft)
- Technische Universität Wien (TUWien)
- Aalto University
- Czech Technical University (CTU)

- **Universidade Federal de Itajuba (UNIFEI)** - *Joint-Coordinator*
- Universidade Federal de Campina Grande (UFCG)
- Universidade Federal do Pará (UFPA)
- Universidade Federal do Rio Grande do Sul (UFRGS)
- Universidade Federal do Rio de Janeiro (UFRJ)
- Universidade de São Paulo (USP)
- Universidade de Brasília (UnB)
- Universidade Federal do Ceará (UFC)

III.1.3 - **The Consortium** counts with 3 associates:

- T.I.M.E. Association (Top Industrial Managers for Europe)
- École Centrale de Lille (ECLille)
- Rincent BTP

III.1.4 - **The Consortium** addresses Action 2 Strand 1 Lot 9 (Brazil) as defined in the **Call for Proposal EACEA/18/13**.

### **III.2 The Coordinator & the Coordination Office [COF]**

III.2.1 - **The Coordinator** is the legal and sole **Partner** reporting to **the Agency**.

III.2.2 - **The Coordinator** is mandated by **Partners** and **Associates** to be the legal entity acting as the intermediary between them and **the Agency**. **The Coordinator** shall, in addition to its responsibilities as a party, perform the tasks assigned to it as described in **the Consortium Agreement**.



III.2.3 - **The Coordination Office [COF]** is the office in charge of the actions of **the Programme**. It is constituted by representatives of **the Coordinator** (CENTRALESUPELEC) and UNIFEI (**joint-coordinator**).

III.2.4 - **The COF** will be officially based at the **CENTRALESUPELEC**, Plateau de Moulon, 3 Rue Joliot Curie, 91192 Gif-sur-Yvette CEDEX, France, and will be composed by a part-time coordinator, a part-time experienced project manager, a part-time officer and a part-time project manager from **UNIFEI**.

III.2.5 - **The COF** will have the responsibility to professionally run **the Programme** with appropriate human resources, equipment and infrastructure. In particular, it will be responsible for the following:

- The coordination and the daily running of **the Programme**: essentially, **the COF** will organize the agenda, implement and coordinate the action. It will be the link between all **the Partners** and **Associates**, organizing communication, meetings and reporting;
- The creation of the official Consortium Website;
- The creation of common documentation and a collaborative communication platform for **the Consortium**;
- Together with **the Partners** and **Associates**, the preparation of the **Consortium Agreement** and its application;
- Together with **the Partners**, the definition of open positions;
- Together with **the Associates**, the definition of joint positions (placement period foreseen as part of a mobility in a partner institution)
- Together with **the Partners** and **Associates**, the application and selection process;
- The coordination of the calls for positions and applications, the assistance for **the Partners** and the applicants, the collection of the applications and the coordination of the screening and the selection of the applicants;
- The notification of the candidates concerning the decisions taken by the selection committee (composed of **Partners** and **Associates**);
- Together with **the Partners**, the coordination of the mobility flow and the selected applicants follow-up;
- The coordination of external communications and public relations (promotion of **the Programme**, visibility of the partnership);
- The financial management and budget follow-up in compliance with the Consortium's decisions and the funding conditions;
- Together with **the Partners** and **Associates**, the preparation of the progress and final reports;
- Together with **the Partners** and **Associates**, the quality control during mobility and the sustainability of **the Programme**;
- To supply **the Agency** with all the documents and information which may be required, in particular in relation to payment requests. **The COF** shall not delegate any part of this task to any **Partner** or **Associate** or to any other party. Where information from **Partners** and **Associates** is required, **the COF** shall be responsible for obtaining and verifying this information and for passing it on to **the Agency**;
- To request and receive, on behalf of **the Partners**, all payments made by **the Agency** and distribute this financial contribution among **the Partners** in accordance with **the Consortium Agreement** without undue delay;
- To provide, upon request, **the Partners** with official copies or originals of documents which are in the sole possession of **the COF** when such copies or originals are necessary for **the Partners** ;
- In the event of audits, checks or evaluations, to provide all the necessary documents, including the accounts of **the Partners**, the original accounting documents and signed copies of sub-contracts, if any have been concluded by the beneficiary **Partners**.

III.2.6 - **The COF** shall not be entitled to act or make legally binding declarations on behalf of any other **Partner/Associate**.

III.2.7 - **The COF** shall not enlarge its role beyond the tasks specified in **the Consortium Agreement**.

### III.3 The Partners

III.3.1 - Each **Partner**, including **the Coordinator**, is responsible for locally implementing the programme activities (as defined in the **Application Form 552042-EM-1-2014-1-FR-ERA MUNDUS-EMA21**) with his local structures and offices in due dates, and to take decisions relative to local procedures as needed. In particular each of them will be responsible for:

- participating in all **the COF** actions as defined in **Section III.2.5**;
- participating to the **Programme meetings**;
- preparing and publishing the call for positions at home;
- preparing and publishing the call for applications at home;
- taking measures or communication actions to develop awareness of **the Programme** internally and externally;
- providing assistance to the research laboratories for the offered positions;
- following up the application campaign and providing assistance to the home applicants;
- giving feedback during and at the end of the campaign;
- participating in the screening and selection of the applicants (including the reserve list);
- locally preparing incoming and outgoing mobility activities (including assistance for accommodation, for visa/residence permits if needed...);
- giving feedback throughout the mobility activity to **Partners** and **the COF**;
- collecting all the follow-up documentation (report and evaluation) and sending it to the COF;
- participating and reviewing the activity and progress reports;
- in general, sharing relevant information, cooperating in a trustworthy manner with other **Partners** and **Associates** and remaining in close contact with **the COF** (collaborative platform, emails, phone, post...).

III.3.2 - Each **Partner** shall promptly provide all information reasonably required by **the COF** to make reports and financial statements.

III.3.3 - Each **Partner** shall provide **the COF** with all the necessary documents in the event of audits and checks of evaluations.

III.3.4 - Each **Partner** shall make every reasonable effort to achieve in practice the above-mentioned common general objectives of **the Programme** for which **the Agency** grant is awarded.

III.3.5 - Each **Partner** undertakes to notify promptly **the COF** any significant information, fact, problem or delay likely to affect **the Programme**.

III.3.6 - Each **Partner** shall maintain relations of mutual cooperation and regular exchanges of information with **the Coordinator** on matters of common interest regarding the use of **the Grant Agreement, the Consortium Agreement** and on the follow-up to the implementation of **the Programme**.

III.3.7 - Each **Partner** shall adopt a transparent attitude with regard to managing and keeping accounts on the actions for which **the Agency** grant is awarded and cooperate fully for annual or occasional checks on the implementation of **the Grant Agreement**.

III.3.8 - **No Partner or Associate** shall be entitled to act or to make legally binding declarations on behalf of any other **Partner/Associate**.

### III.4 The Associates

III.4.1 - **Associates** are involved in the programme activities, such as:

- participate in all **the COF** actions;
- participate in **the Programme** meetings;
- take measures or communication actions to develop awareness of **the Programme** internally;

- give feedback during and at the end of the campaigns;
- give feedback throughout the mobility activity to **Partners** and **the COF**;
- collect all the follow-up documentation (report and evaluation) and sending it to **the COF**;
- participate and review the activity and progress reports;
- in general, share relevant information, cooperating in a trustworthy manner with te other **Partners** and **Associates** and remain in close contact with **the COF** (collaborative platform, emails, phone, post...).

III.4.2 - **Associates** will not receive any funding from **the Programme**.

### III.5 Joint Management Committee [JMC]

III.5.1 - **The JMC** is the committee composed by representatives of **Partners** and **Associates**.

III.5.2 - **The JMC** decides and regulates major issues regarding:

- the actions of **the Consortium**;
- the actions of **the Coordinator** and the **Coordination Office** (defined in **Article III.2**);
- the agenda and its progress;
- the laboratory/university positions;
- the candidates ' application and selection;
- the final mobility scheme;
- the financial budget and its management in compliance with the funding conditions;
- if necessary, the proposal of corrective actions.

III.5.3 - The **chairman of the JMC** is **the Coordinator**, i.e., the representative from **CENTRALESUPELEC**.

III.5.4 - A **Partner/Associate** who is unable to attend the **JMC assembly** can appoint another **Partner/Associate** in writing, by any means including but not limited to letter, fax and telex, to act as proxy. A single **Partner/Associate** may represent one or more **Partners/Associates**.

III.5.5 - Decisions during the assembly of **the JMC** shall be made by unanimity of those present or represented by a person holding a proxy at a meeting.

III.5.6 - Each **Partner** (18 in total) has one vote, which represents 1/19 weight in the JMC.

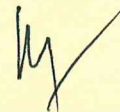
III.5.7 - **The Associates** participates on decisions with one vote (1/19 weight), based on opinion of the majority of **the Associates**.

III.5.8 - A minimum of 2/3 of **European** and 2/3 of **Brazilian Partners** present or represented by a proxy constitutes a quorum for **the JMC Assembly**.

III.5.9 - **The JMC** will meet at least 3 times during the action: the first time for a *kick-off meeting (November 10<sup>th</sup> - 11<sup>th</sup>, 2014)*, a second time for the *mid-term meeting (October 26<sup>th</sup> - 27<sup>th</sup>, 2015)* and a third time in the last part of **the Programme (November 2017)** for a *global conference and scientific committee*.

III.5.10 - **The secretary of the JMC** is provided by the **COF**. The secretary shall, within 15 days of any **assembly**, prepare minutes of such meeting, including attachments and send copies to each **Partner/Associate**. The minutes shall be considered as accepted and therefore binding if, within 15 calendar days from sending, no Member has objected in writing to the Coordinator with respect to the accuracy of the draft of the minutes.

III.5.11 - Decisions after/before **the Programme Assemblies** may be submitted and discussed electronically or by written within **the JMC**. Decisions shall be made by unanimity. Without **answer** within 10 calendar days after the submission, the concerned **Partners/Associates** are considered as agreeing.



III.5.12 - If **the JMC** is faced with a deadlock situation that could endanger the action, it shall take all necessary measures to find a consensus within 10 days in a fair and mutual esteem spirit. In case a consensus is not reached, the issue shall be referred to **the Agency** who may take action in accordance with **the Grant Agreement**.

### III.6 The Working Groups [WGs]

III.6.1 - In order to strengthen Partner commitment and support, **4 permanent Working Groups (WG1, WG2, WG3 and WG4)** are set up. They will last for the significant duration of the activity and will be dedicated to the most strategic issues:

- **WG1 – Quality Assurance and Brazilian Market;**
- **WG2 – Sustainability of the Consortium;**
- **WG3 – Doctorate Programs and Requirements;**
- **WG4 – Academic Recognition of ECTS in Brazil.**

III.6.2 - **The chairman of the WGs is the Joint-Coordinator**, i.e., the representative from UNIFEI.

III.6.3 - **The Working Groups** will be in charge to develop and prepare documentation and events relative to their scope:

- The **WG1, “Quality Assurance and Brazilian Market”**, will prepare the internal *Quality Assurance Plan* and will organize the evaluation meetings with **the COF**. Moreover, the Group is responsible to make propositions for **the Evaluation Committee**.
- The **WG2, “Sustainability of the Consortium”**, will prepare the sustainability strategic and will organize, with the help of **the Consortium**, the **EM-SMART<sup>2</sup>** Conference with all the actors (undergraduates, doctorates, post-doctorates and staff).
- The **WG3, “Doctorate Programs and Requirements”**, will provide the Consortium information about specificities of different Doctorate Programs and how full doctorate exchange could be performed inside the scope of a scientific collaboration between HEIs (double-degree and/or cotutelle).
- The **WG4, “Academic Recognition of ECTS in Brazil”**, will propose solutions to ensure academic recognition of ECTS credits validated during the academic exchange.

III.6.4 - Based on a voluntary basis, **WGs** shall be composed of at least 5 (five) **Partners/Associates** with 2 (two) group leaders (1 European / 1 Brazilian) approved by **the JMC**.

III.6.5 - **WGs** may be furthered, created and/or redefined with the agreement of **the JMC**.

### III.7 The Evaluation Committee [EvC]

III.7.1 - **The Evaluation Committee** has the mission to evaluate the administrative management and the scientific achievement of **the Programme**, contributing to the decision-making process of **the JMC** concerning adjustments required to tune the course to meet Market's expectations.

III.7.2 - **The Evaluation Committee** will be composed of all **Associates** and invited **external actors**. External actors are members from the industry/private sector or academia chosen for their expertise in the subject area.

III.7.3 - **The Chairman of the EvC** shall be ensured by an **Associate**.

III.7.4 - **The EVC** can be asked to particularly focus their advice on employment needs/opportunities in the national/EU labour market.

III.7.5 - **The EvC** shall meet twice during the action: once for an on-going survey about **the Programme** management; and the second time for a more qualitative evaluation regarding the scientific achievements during the **EM-SMART<sup>2</sup>** Conference.



## ARTICLE IV - CALLS, SELECTION & ACADEMIC RECOGNITION

### IV.1 Calls & Cohorts

IV.1.1 - The organization of the mobility will be implemented in 3 (three) cohorts, each with a single **Call for Application**, respecting the table below:

Cohort	Call for Application	Selection Result	Begin of Mobility
1	February 9 <sup>th</sup> – April 10 <sup>th</sup> 2015	May 15 <sup>th</sup> 2015	August 2015 – December 2015
2	August 3 <sup>rd</sup> 2015 – September 30 <sup>th</sup> 2015	October 30 <sup>th</sup> 2015	January 2016 – December 2016
3	August 1 <sup>st</sup> – September 30 <sup>th</sup> 2016	October 31 <sup>st</sup> 2016	January 2017 – June 2017

IV.1.2 - All mobilities shall end before **January 14<sup>th</sup> 2018**.

IV.1.3 - **Thirty days** before the announcement of each **Call for Application**, all **European Partners** shall provide **the COF** the following information:

- List of **Master Courses (M1 or M2)** or **Training Programmes** eligible to a short-term (4-7 months) exchange inside the scope of **the Programme**;
- List of **Master Courses (M2)** eligible to a 10 months exchange inside the scope of **the Programme**;
- List of **research teams** and **research topics** in which Brazilian doctorates can apply for a 10 months mobility;
- List of **Invited Research Opportunities** for staff and post-doc.

IV.1.4 - The expected mobility for the three cohorts is:

Modality		Call 1	Call 2	Call 3	Total
Undergraduate	Short-term	14	14	13	41
	10 months	10	10		20
Doctorate	Sandwich	15	15	14	44
	Full	7	7	-	14
Post-Doc	10 months	2	2	1	5
Staff	1-3 months	7	7	6	20

### IV.2 Application Process

IV.2.1 - Candidates shall apply for one of the six different exchanges modalities:

- **Short-term undergraduate exchange:** 4-7 months exchange eligible for engineering undergraduate students that concluded more than 65% of their courses.
- **Master exchange (Master 2):** 10 months exchange eligible for undergraduate students that concluded more than 75% of their courses.
- **Doctorate Sandwich:** 10 months exchange eligible for doctorate students working on topics related to **the Programme**.
- **Full Doctorate:** 18-24 months exchange eligible for doctorate students pre-admitted in a co-tutelle/double-degree programme in one of the European Partners.
- **Post-Doc:** 10 months exchange eligible for candidates that already holds a PhD degree.
- **Staff:** 1-3 months exchange eligible for Brazilian Staff invited to visit one (or more) **European Partners** subject to vacancies and mutual consent of the relevant universities.

IV.2.2 - For a transparent and clear application, a list of documents has been set by **the COF**:

- Copy of the passport;
- Detailed CV in English;
- Motivation letter in English (per application);
- Official transcript of records in English (only for undergraduates and doctorates);
- Plan of studies (only for undergraduates)
- Plan of work (short description of the intended research mobility);

- Copy of the last diploma awarded (only for doctorates, postdoctorates and staff);
- Two letter of recommendation (only for doctorates and postdoctorates);
- Language certificates;
- Pre-admission letter from an European Partner (full doctorate only);
- Invitation letter from an European Partner (only for post-doc and staff);

IV.2.3 - **Undergraduate students** and **sandwich doctorates** can apply for up to 3 eligible offers (maximum of one per **European Partner**).

### **IV.3 Selection Process**

IV.3.1 - Selection of candidates will be done in line with the objectives of **the Programme** and **the 2014 Erasmus Mundus Call for Proposals**.

IV.3.2 - The selection process is based on three phases:

- **Phase 1 – Eligibility verification: The Consortium** will check the administrative eligibility of the applicants. **Applicants** from **TG1** will have their eligibility checked by their institution (**Brazilian Partner**). **Applicants** from **TG2** will have their eligibility checked by **the COF**.
- **Phase 2 – Short-List:** A short-list based on the application files is prepared by each European Partner and transmitted to the COF. Each list shall indicate and rank a maximum of 10 undergraduate candidates, 5 sandwich PhD candidates, 4 co-tutelle/double PhD candidates, one post-doc and one staff.
- **Phase 3 – Selection Meeting:** A selection meeting is organized between **the COF** and the representatives of **the Partners** to compile the result of the selection process and the Reserve List.

IV.3.3 - During Phase 3 of the Selection Process, the selection committee will make its best efforts to ensure homogeneous distribution among Partners and regions.

IV.3.4 - At equal quality, female and individuals with special needs will have priority.

IV.3.5 - For undergraduate mobility, the result of **the selection process will not imply** for the students to be enrolled in **the exchange degree program**. Selected students shall comply with the host university enrolment procedure to be accepted into the exchange degree program. As a rule, undergraduate students will be enrolled at the host university as full-time non-degree students unless they have obtained the necessary entry requirements.

### **IV.4 Academic Recognition**

IV.4.1 - **Undergraduate mobility** shall be recognized by the **Brazilian Partners** (Home HEI).

IV.4.2 - For **doctoral candidates**, the period of mobility in the hosting HEI shall be recognized by the home university as a part of the candidate's research project. In particular, the mobility period will be completely included in the candidates' work and won't extend the doctoral work duration.

IV.4.3 - In case of courses attended by doctoral candidates at hosting HEIs, ECTS shall be recognized by the home HEI.

IV.4.4 - For all candidates, a **Plan of work** shall be agreed before exchange between home and hosting institutions. It will include the research activities and, if any, academic and teaching activities.

## **ARTICLE V - INTELLECTUAL PROPERTY**

- V.1** Considering that **the Consortium** is committed to share good practices and teaching materials, research activities may be subject to specific collaboration agreements to be agreed between respective **Partners** and/or **Associates**. These bilateral or multilateral cooperation agreements must not be in conflict with this **Consortium Agreement** or **the Grant Agreement**.
- V.2** **The Partners and Associates** confirm their intention to negotiate and settle the terms and conditions of the collaboration agreements under which each project will be conducted and the intellectual property arising from the project will be owned and licensed conformingly to each collaboration agreements that may be agreed between **the Partners and/or Associates**. In case of joint inventions, the respective intellectual property rights shall jointly belong to the respective **Partners and/or Associates**. In case the **Grant Agreement** requires open content uses for results, parties agree to follow the **Grant Agreement**.
- V.3** The Partners acknowledge that for any collaboration agreement to be binding on them, it must be in writing and signed by a duly authorized representative of each of the Partner.

## **ARTICLE VI - DISSEMINATION POLICY - CONFIDENTIALITY**

- VI.1** All publications shall be executed according to the rules of the publishing party. Prior notice of any planned publication concerning **the Programme** shall be submitted 30 days before publication to **the COF** and to any **Partner/Associate** concerned by written means. If no objection is made within 15 days, the publication is permitted. If an objection has been raised, the involved **Partners/Associates** shall discuss how to overcome the justified grounds for the objection on a timely basis and the objecting **Partner/Associate** shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.
- VI.2** **The Partners** undertake to cooperate for allowing the timely submission, examination, publication and defense of PhD thesis for a degree that includes the research performed during the mobility period. However, confidentiality and publication clauses have to be respected conformingly to the collaboration agreement that might have been agreed.
- VI.3** Any publication, defense or thesis involving the work of a candidate done during its mobility or due to the benefit of his mobility - in any manner - should refer to the **EM SMART<sup>2</sup> Programme** using the following sentence of acknowledgement: "The mobility of X has been possible with the Erasmus Mundus SMART<sup>2</sup> support (**Project Reference: 552042-EM-1-2014-1-FR-ERA MUNDUS-EMA2**) coordinated by CENTRALESUPELEC.
- VI.4** All information in whatever form or mode of transmission, which is disclosed by a **Partner or Associate** (the "Disclosing Party") to any other **Partner or Associate** (the "Recipient") in connection with the Programme during its implementation and which has been explicitly marked as "confidential" or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-GA, for a period of 5 years after the end of the project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis;
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information

stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the project and/or after the termination of employment.

## ARTICLE VII - FINANCIAL MANAGEMENT OF THE GRANT

### VII.1 The Grant

VII.1.1 - The total amount of the action granted by **the Commission** covers a part of the costs incurred by **the Consortium** for the organization of the mobility flow and the total amount of the implementation of the individual mobility, totalizing a maximum amount of **EUR 2.791.000,00**.

VII.1.2 - The approved **estimated budget** by **the Agency** is the following:

Type of Costs	Estimated Budget (€)
Reimbursement of eligible costs	Not Applicable
Organization of the mobility (18 x 10.000 + 10.000)	190.000,00
Subsistence allowances	1.932.000,00
Travel costs	288.000,00
Participation costs	276.000,00
Insurance costs	105.000,00
<b>TOTAL</b>	<b>2.791.000,00</b>

### VII.2 Costs Directly Related to the Organization of the Mobility

VII.2.1 - Based on the fact that all **Partners** shall contribute actively to expenses and resources to implement locally incoming and outgoing mobility activities, the following simplified organization budget was agreed by **the Consortium**:

	Cost (€)
Website/Database	10.000,00
Consumable/Info Material	5.000,00
Participation to the COF Human Resources	75.000,00
Organization Kick-off Meeting	25.000,00
Organization Mid-Term Meeting	25.000,00
Organization Final Meeting	25.000,00
Admission's meetings (2015, 2016.1, 2016.2)	15.000,00
Evaluation Meetings (2016, 2017)	10.000,00
<b>TOTAL</b>	<b>190.000,00</b>

### VII.3 Costs Directly Related to the Mobility

VII.3.1 - **The Consortium Grant** covers the travel expenses, subsistence costs, insurance costs and participation costs for mobile students and staff. **The grant** amount allocated for the coverage of these costs is calculated on the basis of unit-costs detailed in the table below:

Mobility Cost	Unit costs (€)	
Travel	>5.000 – 10.000 km	2.000,00
	>10.000 km	2.500,00
Subsistence	Undergraduate	1.000,00/month
	Doctorate	1.500,00/month
	Post-doctorate	1.800,00/month
	Staff	2.500,00/month
Participation	Undergraduate (=10 months)	3.000,00
	Doctorate (>10 months)	3.000,00
	Doctorate co-tutelle (>18 months)	6.000,00
	Post-doctorate & staff	Not applicable
Insurance	All Mobilities	75,00/month

- VII.3.2 - **The Consortium** must cover visa related costs for the students and staff participating in **the Programme**. Under no circumstances may **Partners** claim visa costs from visiting students or retain the funding foreseen as **subsistence allowance** to cover such costs.
- VII.3.3 - **The Consortium** should be aware of the taxation policies applied to individual scholarships in the different participating countries and inform the scholarship holders accordingly. For more information, **Partners** and **Associates** are invited to consult the Erasmus Mundus National Structure concerned (see list under Chapter 8).
- VII.3.4 - **Partners** must provide the totality of the **subsistence allowance** specified in the table above to the visiting students/staff.
- VII.3.5 - All hosting **Partners** agree to apply a fee waiver policy for mobility inferior to 10 months.
- VII.3.6 - All students participating in **the Programme** will continue paying their tuition and/or registration fees in their HEI of origin and the **hosting Partners/Associates** must apply a fee waiver policy.
- VII.3.7 - **The Consortium** must cover the **participation costs** incurred related to all students/staff independently of the duration of the mobility.
- VII.3.8 - **Participation costs** may cover tuition and or registration fees (when applicable), additional fees related to the study exchange program, additional library access and/or support, students unions, laboratory consumable costs, residence permit, language courses etc. on an equal basis to that charged to local and international students.
- VII.3.9 - **The Consortium** may claim for participation costs of **3.000,00 EUR** per student mobility period corresponding to an academic year (**minimum of 10 months**) and **6.000,00 EUR** per student mobility period corresponding to 2 academic years (**minimum of 18 months**).
- VII.3.10 - Under no circumstances may **hosting Partners** claim participating costs beyond the amounts indicated in the previous paragraph or retain the funding foreseen as **subsistence allowance** to cover such costs.

#### **VII.4 Management of the Costs**

- VII.4.1 - **The Programme** must provide the totality of the **subsistence allowance** as specified in **Article VIII.3.1**. A part should be provided upon arrival to cover installation costs and the remaining part must be provided on monthly basis.
- VII.4.2 - **The Partners** shall provide the **subsistence allowance** for **undergraduates** and **doctorates without reductions**. **Hosting Partners** must assume at his own cost all charges and expenses resulting from **National Labours** and **Collective Bargaining** for these mobility modalities.
- VII.4.3 - **Post-doctorates** and **staff** shall have their **subsistence allowance** in the form of scholarships provided by the **Hosting Partner**.
- VII.4.4 - Allowances are **monthly-based**. The overall duration of the mobility must remain the same as agreed upon selection.
- VII.4.5 - In order to ensure full coverage, conformingly to **the Agency** request, full insurance package (accident, health, travel) for individuals participating in mobility will be proposed by **the COF**.
- VII.4.6 - In order to ensure coherence and to provide best prices, travel tickets for individuals participating in mobility will be proposed by **the COF**.

VII.4.7 - In the case of splitting the mobility period for doctoral students or for staff, all further travel expenses will have to be bore by the home laboratory/university or following any arrangement between the home and the hosting **Partners**.

#### **VII.5 Account System and Bank Transfer**

VII.5.1 - All **Partners** must set up an adequate accounting system, which must make possible to identify the payment made to grant holders.

VII.5.2 - **The COF** will perform all transactions related to the mobility in a four-monthly basis in parallel to the partial financial progress report.

VII.5.3 - The original invoices or accounting documents of an equivalent value relating to the action must be kept for a period of five years from the closure date of **the Grant Agreement** in case of an ex-post audit.

VII.5.4 - All transactions relating to **the Programme** will be recorded by **the COF** using a numbering system in which the action is given a specific identifiable number.

VII.5.5 - **The COF** will notify **the Partners** of the date and the amount transferred to their bank account, giving the relevant references.

VII.5.6 - In case of bank transfer fees, **each Partner** will support its own charges and/or commissions.

VII.5.7 - The full accounts and financial documents concerning **the COF** will be presented by **the Coordinator** to **the Partners** during **the JMC meetings** and are at disposal on request of **Partners**.

### **ARTICLE VIII - REPORTS**

**VIII.1** **The COF** will prepare all reports with the support of **the Consortium**.

**VIII.2** In the frame of the first cohort:

- a list per type of mobility must be submitted 15 days before the start of the first mobility of each type and a complete list for all mobilities by **August 1<sup>st</sup>, 2015 at the latest** ;
- a certified declaration on the respect of the minimum requirements for the selection;
- a **first technical progress report** by **September 1<sup>st</sup>, 2015**.

**VIII.3** In the frame of the second cohort:

- a **second technical and financial progress report** together with a complete mobility list by **February 29<sup>th</sup>, 2016**.
- a list per type of mobility must be submitted 15 days before the start of the first mobility of each type and a complete list for all mobilities by **August 1<sup>st</sup>, 2016 at the latest**

**VIII.4** In the frame of the third cohort:

- a list per type of mobility must be submitted 15 days before the start of the first mobility of each type and a complete list for all mobilities by **January 1<sup>st</sup>, 2017 at the latest**
- a **third technical and financial progress report** together with a complete mobility list including the first and second cohorts by **February 28<sup>th</sup>, 2017**.
- a **final report** within **two months after** the end of the period set out in Article II

### **ARTICLE IX - SUPPORTING DOCUMENTS AND AUDITS**

**IX.1** In principle, supporting documents must satisfy the following conditions:

- Documents from **the Coordinator** and/or **the Partners** must be original and dated;
- Documents from **the Partners** held by **the Coordinator** must be certified copies of the original. However, **the Agency** reserves the right to have originals made available to it at any time.

## ARTICLE X - APPLICABLE LAW AND COMPETENT COURT

- X.1** The **Grant** is governed by the terms of **the Grant Agreement** and **the Consortium Agreement**, the Community rules applicable and, on a subsidiary basis, by the law of Belgium relating to grants.
- X.2** In case the terms of this **Consortium Agreement** are in conflict with the terms of **the Grant Agreement**, the terms of the latter shall prevail.
- X.3** Should any provision of this **Consortium Agreement** become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this **Consortium Agreement**. In such a case, the **Partners** and/or **Associates** concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.
- X.4** Any alterations, modifications, amendments and collateral agreements must be in writing. This requirement may be waived only in writing.
- X.5** For all the **Partners** and **Associates**, the **Grant** is governed by the terms of **the Consortium Agreement** and **the Grant Agreement**, and, on a subsidiary basis, by the law of Belgium relating to grants. The Courts of Brussels shall have exclusive jurisdiction for any dispute between the **Partners** and/or **Associates** with regards to its validity, its interpretation or its application. Nothing in this **Consortium Agreement** shall limit the right to seek injunctive relief.

## ARTICLE XI - LIABILITY

- XI.1** Each **Partner** shall be solely liable for the obligations stipulated towards the Commission for breach or non-compliance.
- XI.2** No **Partner/ Associate** shall be responsible to any other **Partner/Associate** for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act.
- XI.3** A **Partner's** aggregate liability towards the other **Partners/Associates** collectively shall be limited to the **Partner's** share of the total costs of the action as it will be identified after the selection process, provided such damage was not caused by a willful act. No **Partner** shall be considered to be in breach of this **Consortium Agreement** if such breach is caused by force majeure.
- XI.4** Nothing in this **Consortium Agreement** shall be deemed to constitute a joint venture, agency, and interest group of any other kind of formal business grouping or entity between the **Partners/ Associates**. There is no joint responsibility towards claims by third parties
- XI.5** In respect of any information or materials supplied among **Partners/ Associates**, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

## ARTICLE XII - TERMINATION OF THE AGREEMENT

### XII.1 Termination by the Agency

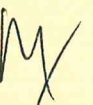
Conforming to **the Grant Agreement**, the **Agency** may decide to terminate **the Consortium Agreement**, without any indemnity on its part, under the circumstances described in **the Grant Agreement**.

## **XII.2 Termination by the Coordinator**

In case of force majeure and by agreement of **the Agency, the Coordinator** may withdraw his request for a grant and terminate **the Consortium Agreement** at any time by giving 60 days' written notice to **the Agency** stating the reasons, without being required to furnish any indemnity on this account.

If no reasons are given or if **the Agency** does not accept the reasons, **the Coordinator** shall be deemed to have terminated this **Consortium Agreement** improperly, with the consequences set out in **the Grant Agreement**.

Done in Gif-sur-Yvette/France, March 02<sup>th</sup>. 2015, in 18 original copies



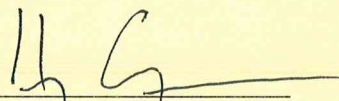


Date : .....

For and on behalf of :  
**Universidade Federal do Ceará - Brazil**

Name : **Prof. Henry de Holanda Campos**

Function : **Rector**

Signature : 

**Prof. Henry de Holanda Campos**  
**Reitor da UFC**

Stamp of the Organization