



Strengthening research, innovation and knowledge transfer on Climate  
Change & Tourism in Higher Education Institutions in Latin America

# CONSORTIUM

# AGREEMENT

CLIMAR ERASMUS+ CBHE 2022  
CONSORTIUM AGREEMENT

 OBREAL Global

 **ULPGC • UNIVERSIDAD DE  
LAS PALMAS DE GRAN CANARIA**

Version 1.0



Co-funded by the  
European Union

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## CONSORTIUM AGREEMENT

Strengthening research, innovation and knowledge transfer on Climate Change & Tourism in Higher Education Institutions in Latin America

### PREAMBLE

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 May 2021 establishing Erasmus+: the Union Programme for education and training, youth and sport and repealing Regulation (EU) No 1288/2013, and the European Commission Framework Partnership Agreement Model version 1.0 of 01 June 2021.

This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from January 1<sup>st</sup>, 2023, as the starting date of the eligibility period laid down in the Grant Agreement.

BETWEEN:

P1 – UNIVERSIDAD LAS PALMAS DE GRAN CANARIA (ULPGC)

The “Coordinator”

AND:

P2 – ASOCIACIÓN OBSERVATORIO DE LAS RELACIONES UE AL -OBREAL Global

P3 – Universidad de Alicante

P4 – ALMA MATER STUDIORUM - UNIVERSITA DI BOLOGNA

P5 – UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK

P6 – ASOCIACION COLOMBIANA DE UNIVERSIDADES

P7 - Universidad de Cartagena

P8 - UNIVERSIDAD DE CALDAS

P9 - Universidad Nacional de Colombia

P10 - Universidad Nacional Mar de Plata

P11 - Universidad Nacional de Cuyo

P12 - Universidad Autónoma de Chiriquí

P13 - Universidad de Panamá

P14 - Universidad de Quintana Roo

P15 - Universidad Anahuac Oaxaca

hereinafter, jointly or individually, referred to as “Party” (or also as “Beneficiaries”).





relating to the Action entitled

Strengthening research, innovation and knowledge transfer on Climate Change & Tourism in Higher Education Institutions in Latin America

in short

CLIMAR

hereinafter referred to as "Project"

**WHEREAS:**

The Parties, having considerable experience in the field concerned, have been awarded with a grant for the submitted proposal for the Project to the Funding Authority as part of the Erasmus+ (the EU's Framework Programme to support education, training, youth, and sport in Europe 2021-2027) and the Erasmus+ 2022 Work Programme.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement signed by the Parties and the Funding Authority (hereinafter "Grant Agreement").

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS

## ARTICLES OF THE CONSORTIUM AGREEMENT

Strengthening research, innovation and knowledge transfer on Climate Change & Tourism in Higher Education Institutions in Latin America

### ARTICLE 1 - Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability and dispute resolution.

This Agreement has been developed by the Partner Institutions, in accordance with the legislation of their respective jurisdictions, and establishes joint procedures and criteria to achieve the expected results of the Project, in the highest quality level and fulfilling the workplan in accordance with Annex I to the multi-Beneficiaries Grant Agreement signed with the European Commission Nº 101082401 (Annex I), hereinafter referred to as the "Grant Agreement".

All parties to this Agreement are subject to the rules and regulations put in place by the Education, Audiovisual, and Culture EACEA (hereinafter referred to as the "EACEA") regarding both their responsibilities towards the EACEA and towards the other parties to this Agreement.

The Coordinator and the Beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement.

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 Consortium Agreement, and take precedence over it.

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

### ARTICLE 2 – Legal Framework

1. This Agreement shall specify the rights and obligations of the Partner Institutions with respect to the implementation of the CLIMAR Project. All Partner Institutions are subject to the rules and regulations established by this Agreement with respect to their assigned responsibilities and with respect to the quality of the deliverables and for meeting the milestones of the Project.





2. The Partner Institutions agree to co-operate fully in relation to any audit, review, evaluation and quality assurance processes, monitoring, assessments, and other reports undertaken in connection with the Project that are required by the EACEA. In this regard, they undertake to provide the Coordinator with such information as is necessary to comply with the necessary requirements upon request or obligation to the EACEA that the Consortium may have.
3. The Partner Institutions shall provide, within ten working days of receipt of a request for assistance from the Coordinator, any information in their possession or obtainable by them, as reasonably requested to assist the Coordinator in fulfilling its obligations to EACEA on behalf of the Consortium.

### ARTICLE 3 – Duration and Starting Date

This Agreement shall enter into force on the date the last party signs but shall have retroactive effect from 13-April-2023, as the starting date of the eligibility period laid down in the Grant Agreement.

The Project duration is 36 months.

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 EACEA.

### ARTICLE 4 – Obligations and Responsibilities

#### 4.1. General obligations and role of the beneficiaries (including the Coordinator).

The beneficiaries:

- (a) are jointly responsible for carrying out the activities attributed to them and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles.
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Consortium Agreement, as well as with EU and national legislation.
- (c) are jointly responsible for complying with any legal obligations' incumbent on them jointly or individually.

- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme.
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.
- (g) shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

#### 4.2. 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 Beneficiaries and the EACEA and inform the Beneficiaries of any relevant communication exchanged with the EACEA.
- (c) inform the beneficiaries of any changes connected to the Project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action.
- (d) as the sole recipient of payments on behalf of all parties, transfer funds to the Beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 6 of this Consortium Agreement.
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Consortium Agreement.
- (f) comply with all reporting requirements vis-à-vis the EACEA, as per the dispositions of Section 3, Article 21 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 beneficiaries, as per the dispositions of Section 3, Article 22 to the Grant Agreement.
- (h) provide an electronic copy of this Consortium Agreement duly signed to the Beneficiaries within 6 months of the signature of the Grant Agreement.
- (i) provide the Beneficiaries with official documents related to the Project, such as the signed Grant Agreement and its annexes, the operational plan of the Project, the various reports templates and any other relevant document concerning the Project.



- (j) transmit to the Beneficiaries copies of all reports submitted to the EACEA, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

#### 4.3. Specific obligations and role of each Beneficiaries (excluding the Coordinator).

Each Beneficiaries 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) give access to the relevant authorities (Audit Authority, Commission Services and national and EU controlling institutions) to its premises for the necessary controls and audits.
- (h) ensure that its part of activities to be implemented in the approved Project is not fully or partly financed by other EU Programmes.
- (i) to timely start as well as to implement the part(s) of the Project for which it is responsible in due time and in compliance with the approved application form ensuring, in quantitative and qualitative terms, the delivery of its planned Project activities, outputs and results.
- (j) release the deliverables to the Coordinator and the Project Management Team (PMT) one-week before the deadline set in the Project's workplan (please see Annex II to the Grant Agreement).
- (k) inform the PMT, one week before the deadline established in the Project's workplan, the outreach of the project's milestones.
- (l) declare the Lump Sum contributions for each work package completed during each reporting period have been duly incurred in accordance with article 6 to the Grant Agreement.
- (m) make sure that in case one output or result is not successfully reached, adequate corrective measures are put in place to ensure the Project successful implementation.



- (n) install a separate accounting system for the settlement of the Project and safeguard that the eligible costs as well as the received subsidies can be clearly identified.

## ARTICLE 5 – Financing the Action

The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts **EUR 794,064.00** and shall take the form as stipulated in Annex II of the Grant Agreement.

The grant takes the form of a lump sum contribution for the implementation of the action. The estimated lump sum breakdown does not prescribe how the EU contribution is to be used by the beneficiaries. It shows the amounts that the EACEA commits to pay **if the action is implemented properly**, regardless of the costs actually incurred.

The estimated budget for the action (lump sum breakdown) is set out in Annex 2 to the Grant Agreement: , here in Annex 2

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

More details of the estimated budget breakdown per Beneficiaries and budget category is given in Annex II: Budget and Lump Sum Breakdown

## ARTICLE 6 – Payment Schedule

The payment schedule, which contains the transfer of pre-financing payments to the beneficiaries, will be handled according to the following:

- Funding of the Estimated Lump Sum budget will be paid to Parties, without undue delay and in conformity with the provisions of the Grant Agreement, in separate instalments as agreed below:



Instalments	Beneficiaries	Amount to be paid	Conditions
Initial Prefinancing (Month 1)*	European Partners & PMT members	70% of the total grant	On receipt of the First Instalment from the Funding Authority (EACEA) and at the latest 45 days after the signature of this Consortium Agreement.
	LAC partners (except PMT members)	20% of the total grant	
2 <sup>nd</sup> Additional prefinancing (Month 10)	LAC partners (except PMT members)	20% of the total grant	On the presentation of the request for payment for 2 <sup>nd</sup> prefinancing (Annex IV)
3 <sup>rd</sup> Additional prefinancing (Month 16)	LAC partners (except PMT members)	30% of the total grant	On the presentation of the request for payment for 3 <sup>rd</sup> prefinancing (Annex IV)
Other additional prefinancing payments	All partners	Up to 30% of the maximum grant amount per finalised Work Packages minus the 1st pre-financing payment from the Funding Authority (EACEA)	On approval of the periodic report and on receipt of the 2nd payment from the Funding Authority
Final Payment	All partners	Final Grant Amount - Calculation of the lump sum shares for the approved work packages and reduction of non-approved work packages	On approval of the final report and when the payment of the balance is made by the Funding Authority (if any)

- Funding for lump sum shares accepted by the Funding Authority will be paid to the Party concerned.
- In the event that, for logistical reasons, the coordinator is requested to cover the travel costs (plane ticket and accommodation) of a partner, the expenses incurred will be deducted from the partner's budget and the next payment will be adjusted accordingly.

The Coordinator is entitled to withhold any payments due to an identified Beneficiaries to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiaries which has not yet signed this Consortium Agreement.

If the conditions are not optimal (low quality of deliverables or unjustified delays in the deadlines), the Project Management Team (PMT) may agree on a reduction in the distribution of the second pre-financing to a particular partner or to all partners.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the EACEA.

The Coordinator should transfer the share of the Erasmus+ grant contribution to each Beneficiaries using the bank account information declared in Annex III: Individual Bank Account for each Beneficiaries Organization.





Any future changes to the Beneficiaries bank details must be notified to the Coordinator in writing. The Parties agree to notify the Coordinator promptly of any change to bank deposit details.

## ARTICLE 7 – Financial Provisions

### Distribution of the grant among the parties

The lump sum is divided among the different Work Packages and the parties (Annex II to the Grant Agreement). Lump sum share transfers between work packages are possible via an amendment only in compliance with the conditions mentioned in Article 5.5 to the Grant Agreement.

### Return of excess payments

The amount of the final grant will be the result of the calculation of the lump sum shares for the approved work packages and reduction of non-approved work packages in accordance with Art. 22.3.4 to the Grant Agreement. In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay and no later than 60 days after the Coordinator's request.

In the case that the consortium is unable to deliver a workpackage completed, the share corresponding to each partner will be reduced from the next payment. In the case that there is no next payment planned, each party has to return the due amount to the Coordinator without undue delay and no later than 60 days after the Coordinator's request.

If there is a difference between the amount of the Erasmus+ grant contribution justified by the partner and the amount of expenditure declared eligible by the EACEA, the Beneficiaries responsible for the expenditure declared ineligible will reimburse the corresponding amount to the Coordinator within 60 days after the Coordinator's request.

### Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor.

## ARTICLE 8 – Reporting

Parties must prove that the activities have been properly implemented and the outputs produced, but do not have to report on the use of the funds. As a consequence, parties have flexibility in the management of the funds awarded to cover the expenses necessary for the implementation of the Project, once the requirements, in terms of activities and achievements are attained.



The Coordinator is responsible for uploading in due time all deliverables and reports into the European Commission's Participant Portal. For this purpose, and in a timely manner, the Beneficiaries 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 by the EACEA.

The Beneficiaries shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents of the proper implementation of the action (of the work and/or achievement of the results as described in Annex 1 to the Grant Agreement) for a period of 5 years after the payment of the final balance by the funding authority. The Coordinator may reject any lump sum contributions which are ineligible which cannot be justified in accordance with the rules set out by article 6 to the Grant Agreement.

The Beneficiaries must keep the original documents. Digital and digitalized documents are considered originals if they are authorized by the applicable national law.

Even though the Project is managed through Lump Sum and Beneficiaries are not asked for a financial report to justify the staff costs and other expenses, it must be taken into account that the European Commission may require documentation related to staff costs (such as payroll slips or other personal data) and other types of supporting documentation of other expenses incurred, including complete accounts, to prove that the activities were duly implemented. Therefore, this type of documentation must be accessible and available in case an audit occurs.

## ARTICLE 9 – Eligibility of Lump Sum

The Erasmus+ grant contribution to the Project's staff costs, travel costs and costs of stay, Project's equipment and subcontracting will be calculated on the basis of the estimated budget for the action with "Lump Sum Breakdown" whose individual amounts are specified Annex I of this Consortium Agreement and in Annex 2 of the Grant Agreement.

Lump Sum contributions are eligible if:

- they are set in the Annex 2 of the Grant Agreement (the lump sum costs or contributions must correspond to the amount of lump sum costs set out in Annex 2 of the Grant Agreement).
- the work packages are completed, and the work is properly implemented by the Beneficiaries and/or the results are achieved, in accordance with Annex 1 of the Grant Agreement and during the period set out for the Project (01 Jan 2023 – 31 Dec 2024, plus the provision of additional amendments if they exist)

The Beneficiaries must provide any information requested, in order to verify eligibility of the Lump Sum contributions declared, proper implementation of the action and compliance with the other obligations





under the Grant Agreement. The information provided must be accurate, precise, and complete and in the format requested, including electronic format. If a Beneficiary breach any of its obligations, the grant may be reduced.

If the grant is to be reduced and/or recovered, the following procedure shall apply:

The Coordinator shall send a pre-information letter to the Beneficiaries partner:

- formally notifying the intention of the reduction/recovery, the final amount of the grant, the amount to be reduced/recovered and the reasons for it
- requesting comments within 15 days of receipt of the notification.

If no comments are submitted (or the Coordinator decides to proceed with the reduction/recovery despite the comments received), it will confirm the amount to be reduced/recovered (letter of confirmation), together with a debit note with the conditions and date of payment.

If the payment is not made by the date indicated in the debit note, the Coordinator shall execute the recovery in accordance with the following procedure:

If the payment is not made by the date specified in the debit note, the amount due shall be recovered by

(a)

by taking legal action before the courts of Las Palmas de Gran Canaria which the beneficiaries agree to settle disputes that cannot be resolved by the signing of this consortium agreement.

The records and supporting documents must show that the action tasks have been carried out as described in Annex 1 of the Grant Agreement. The actual costs of the work are not relevant.

To learn more about the conditions that apply to the eligibility of costs and contributions (and their ineligibility), see the detail of article 6 of the Annotated Grant Agreement ("AGA") on the European Commission website:

[https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf)

The Beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the Project.

Each Beneficiaries is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

## ARTICLE 10 – Communication

Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager as per the details below:

### For the Coordinator:

Universidad de Las Palmas de Gran Canaria -ULPGC  
Calle Juan de Quesada 30, 35010 Las Palmas de Gran Canaria, Spain  
Project Manager: Javier de León Ledesma  
[Javier.leon@ulpgc.es](mailto:Javier.leon@ulpgc.es)  
Technical and financial manager: Valentina Grasso  
[Valentina.grasso@ulpgc.es](mailto:Valentina.grasso@ulpgc.es)

### For the Beneficiaries:

Beneficiaries undertake to update their contact details in SYGMA, which is the main work and communication tool.

The legal **authorized** representative (**LEAR**), as stated in the **Funding and Tenders Portal**, of each **Beneficiaries** is given the **Beneficiaries's** power of attorney to sign all documents directly linked to the Project execution as described in the Grant Agreement and this **Consortium** Agreement.

## ARTICLE 11 – Promotion and Visibility

The Coordinator and the Beneficiaries shall ensure adequate promotion of the Project and commit to playing an active role in any actions organized to capitalize on, exploit / disseminate the results of the Project.

Any notice or publication under 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 17, Section 2 of the Grant Agreement, as well as all the prescriptions that may be found at the official EU website:

[https://ec.europa.eu/info/resources-partners/european-commission-visual-identity\\_en](https://ec.europa.eu/info/resources-partners/european-commission-visual-identity_en)

It is especially recommended to download and follow the guide:

["The use of the emblem in the context of EU programmes 2021-2027 – Operational guidelines for recipients of EU funding"](#)



Any communication or dissemination activity related to the action must be use factually accurate information. Moreover, it must indicate the following **disclaimer** (translated into local languages where appropriate):

*"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union, the European Commission or the EACEA. Neither the European Union nor the granting authority can be held responsible for them."*

The Beneficiaries must engage in the following additional communication and dissemination activities:

- present the Project (including Project summary, Coordinator contact details, list of participants, European fund and funding statement, and Project results) on the Beneficiaries' websites or social media accounts.
- for action involving public events, display signs and posters mentioning the action and the European flag and funding statement.
- upload the public Project results to the Erasmus+ Projects Results platform, available through the Funding and Tenders Portal.

## ARTICLE 12 – Confidentiality and Data Protection

The Coordinator and the Beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Grant 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.

All personal data contained in or relating to this Agreement shall be processed in accordance with the EU's 2016 General Data Protection Regulation (GDPR), national rules on privacy and the dispositions of Article 15, Section 2, of the Grant Agreement.

## ARTICLE 13 – Ownership and Property Rights

The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the Beneficiaries, in compliance with Article 16, Section 2 of the Grant Agreement and the dispositions of the Annex 5 of the own Agreement.

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 must be settled beforehand.

## ARTICLE 14 – Liability

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 Consortium Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

The parties acknowledge that they are jointly liable for the correct implementation of the Project, as defined in the Grant Agreement.

The Parties acknowledge that in this type of project (lump sum project) they are highly dependent on each other to perform their respective tasks in the Project's Work Packages in order to secure funding. Therefore, the Parties agree to share all relevant information regarding the status of the tasks assigned to them in each Work Package in the periodic PMT meetings.

In case a non-delivery or a partial delivery of tasks by a Party may affect the successful implementation of other Parties' tasks, and in case a Party has not fulfilled its tasks in accordance with the time schedule and the Consortium Plan:

- the Work Package Leader in charge of the relevant Work Package shall inform the PMT as early as possible
- The PMT shall give the Party a 30 days-time limit to fulfil the task, and in case the Party cannot fulfil the task, the PMT shall deliberate and agree on appropriate measures to have the tasks fulfilled.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's compulsory statutory liability.

## ARTICLE 15 – Conflict of Interest

The Coordinator and Beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interests which could affect their impartial and objective performance of the Grant 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.



Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Partner Management Team (PMT) without delay, and the Beneficiaries in cause shall undertake to take all necessary measures to rectify this situation at once.

The PMT will decide if it is deemed necessary to inform the EACEA as provided for in Article 12.1, Section 2 of the Grant Agreement.

## ARTICLE 16 – Working Languages

The working language of the partnership shall be Spanish. Some meetings will be translated into English. Deliverables will be produced in English and Spanish.

Both 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 17 – Conflict Resolution

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

Disputes should be addressed in writing to the PMT consisting of representatives of ULPGC, OBREAL and ASCUN, that will try to mediate in order to resolve the conflict.

## ARTICLE 18 – Applicable Law and Jurisdiction

This Agreement is governed by the Spanish law, being the law of the Coordinator's country.

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. In this case, the parties will submit to the courts of Las Palmas de Gran Canaria.

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.

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.

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

## ARTICLE 19 – Termination of the Consortium Agreement

In the event that any of the Beneficiaries fail to perform any obligations under the present Consortium Agreement or the Grant Agreement, the Coordinator may terminate their participation in the Project, upon formal written authorization by the EACEA.

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

## ARTICLE 20 – Force Majeure

If either party face a case of force majeure (as per defined in Article 35, Section 4 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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 21 – Amendments

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



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

## SIGNATURES

Strengthening research, innovation and knowledge transfer on Climate Change & Tourism in Higher Education Institutions in Latin America

### Signing of the Agreement

This Agreement is drafted and signed in electronic format to be distributed among the partners and informed to EACEA. The participating organisations guarantee that the persons signing this Consortium Agreement are authorised to sign on behalf of the organisation they represent and correspond to the Project Legal Signatory of the organisations declared in the Funding and Tenders Portal of the European Commission at the time of signature.

Partner 1 (Coordinator):

Universidad de Las Palmas de Gran Canaria – ULPGC

Universidad de Las Palmas de Gran Canaria - ULPGC

Lluís SERRA MAJEM  
RECTOR



Co-funded by the  
European Union

Grant Agreement:  
101082401 - CLIMAR

Cód. Validación: 4XPZDLW9KEJOY3RA22XMK4EM  
Verificación: <https://administracion.ulpgc.es/>  
Documento firmado electrónicamente desde la plataforma esPublico Gestiona | Página 1 de 1



LUIS SERRA MAJEM (1 de 1)  
Fecha Firma: 07/07/2023  
HASH: 90983406c6bc1b8db2b6869a3c03683



Partner 2:  
**ASOCIACIÓN OBSERVATORIO DE LAS RELACIONES  
UNIÓN EUROPEA-AMÉRICA LATINA (OBREAL-GLOBAL  
OBSERVATORY)**

ASOCIACIÓN OBSERVATORIO DE LAS RELACIONES UNIÓN EUROPEA-AMÉRICA LATINA (OBREAL-  
GLOBAL OBSERVATORY)

Electronically signed by Ramon  
TORRENT  
June 6 2023

**Ramon TORRENT**

President



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101082401 - CLIMAR

## Partner 3: Universidad de Alicante

Universidad de Alicante

53210892R JUAN  
LLOPIS (R:  
Q0332001G)

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53210892R JUAN LLOPIS (R:  
Q0332001G)  
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Legal representative: Juan Llopis, Director for Institutional Relations and Projects

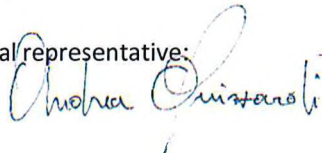


Partner 4:

ALMA MATER STUDIORUM - UNIVERSITA DI BOLOGNA

ALMA MATER STUDIORUM - UNIVERSITA DI BOLOGNA  
CENTRO DI STUDI AVANZATI SUL TURISMO CAST  
DIRETTORE  
PROF. ANDREA GUIZZARDI

Legal representative:



## Partner 5: UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK

UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK

Legal representative: A276EE2A808A44D...





## Partner 6: ASOCIACION COLOMBIANA DE UNIVERSIDADES, ASCUN

ASOCIACION COLOMBIANA DE UNIVERSIDADES, ASCUN

Legal representative:



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Domínguez González.  
DN: OU=Dirección Ejecutiva, O=  
Asociación Colombiana de  
Universidades, CN=Oscar  
Domínguez González, E=  
direccionejecutiva@ascun.org.co  
Razón: Soy el autor de este  
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## Partner 7: Universidad de Cartagena

Universidad de Cartagena



Legal representative: William Malkún Castillejo  
Rector



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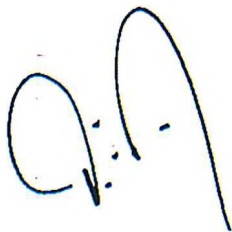


## Partner 8:

### Universidad de Caldas

For the University of Caldas, this Agreement shall enter into force on the date of signature by the last of the parties.

Universidad de Caldas



Legal representative:

**FABIO HERNANDO ARIAS OROZCO**

15/06/2023

## Partner 9: Universidad Nacional de Colombia

Universidad Nacional de Colombia



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por DOLLY MONTOYA  
CASTANO

Legal representative: Prof Dr Dolly Montoya Castaño



## Partner 10: Universidad Mar del Plata

Universidad Mar del Plata

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COORDINATOR



## Partner 11: Universidad Nacional de Cuyo

Universidad Nacional de Cuyo



**Cont. Esther Lucía Sanchez**  
Rectora UNCuyo

Legal representative:



Partner 12:  
Universidad Autónoma de Chiriquí

Universidad Autónoma de Chiriquí

Legal representative:

*Etelsina M. de Bonagas*



## Partner 13: Universidad de Panamá

Universidad de Panamá

*Edmundo Fren Castro*  
Legal representative:



## Partner 14: Universidad de Quintana Roo

Universidad de Quintana Roo



Legal representative:

## Partner 15: Universidad Anahuac Oaxaca

Universidad Anahuac de Oaxaca S.C

  
Alejandro Chávez Bautista  
APODERADO LEGAL



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