

Agreement

for the implementation of a South Initiative (SI) 2020,
as part of the university cooperation for development of VLIR

between the undersigned

the Flemish Interuniversity Council (VLIR),
Ravensteingalerij 27, 1000 Brussels (registered office),
with VLIR-UOS offices in Julien Dillensplein 1, bus 1A, 1060 Brussels, Belgium,
legally represented by professor Johan De Tavernier, VLIR-UOS Chairman,
and Mrs Kristien Verbrugghen, VLIR-UOS Director,
hereinafter referred to as 'VLIR-UOS';

and

KU Leuven,
with National Tax-id BE0419052173,
Oude Markt 13 - bus 5500 - 3000 Leuven,
legally represented by professor Luc Sels, rector,
and professor Emilia Motoasca, Flemish promoter;
hereinafter referred to as the 'Flemish institution';


and

Universidad de las Fuerzas Armadas ESPE,
legally represented by Tcnr. Humberto Parra Cárdenas, Ph.D., rector,
and professor Diego Arcos Avilés, local promoter;
hereinafter referred to as the 'partner institution';

regarding:

Project title	MIRA-ESTE: Specific, innovative microgrids solutions (accounting for environmental, social, technological and economic aspects) for isolated rural areas of Ecuador
Partner institution + country	Universidad de las Fuerzas Armadas ESPE, Ecuador
Local promoter	Professor Diego Arcos Avilés
Flemish institution	KU Leuven
Flemish promoter	Professor Emilia Motoasca
Budget	€ 69.884

EC2020SIN322A101


Agreement on the South Initiative 2020 "MIRA-ESTE: Specific, innovative microgrids solutions (accounting for environmental, social, technological and economic aspects) for isolated rural areas of Ecuador" of professor Emilia Motoasca and professor Diego Arcos Avilés between VLIR, KU Leuven and Universidad de las Fuerzas Armadas ESPE in Ecuador 

Duration	2020-2021 (2 years)
VLIR-UOS reference	EC2020SIN322A101
VLIR-UOS database code	SI-2020-01-122

hereinafter referred to as the 'project'.

Article 1 – Legal framework

The grant giving occasion to the present agreement, is governed by:

- 1.1. the political agreement of the Minister for Development Cooperation with the Actors of Non-Governmental Cooperation of August 2015;
- 1.2. the Law of 16 June 2016 changing the law of 19 March 2013 on Belgian Development Cooperation;
- 1.3. the Royal Decree of 11 September 2016 on the Non-Governmental Cooperation;
- 1.4. the Royal Decree of 11 September 2016 on the number of Joint Strategic Frameworks (JSF) of the Non-Governmental Cooperation including their geographical and thematic scope;
- 1.5. the formal recognition of VLIR-UOS as partner of the Non-Governmental Cooperation on 20 May 2016 and as institutional actor on 7 October 2016 for the period 2017-2026;
- 1.6. the Ministerial Decree of 14 March 2017 on the Five-Year Programme of VLIR-UOS for the period 2017-2021;
- 1.7. the interpretation of the legal framework above (paragraphs 1.1. to 1.6.) given by the Non-Governmental Cooperation Concertation Committee in the course of the five-year period (2017-2021);
- 1.8. the VLIR-UOS Regulatory Framework concerning budget transfers and realignments as approved by the Bureau UOS on 24 February 2017, based on the Royal Decree of 11 September 2016, with consent of DGD;
- 1.9. the DGD Guideline for the harmonization of the typology and the allowances for scholarships funded by DGD (d.d. 2011, as revised in November 2012 and June 2018), as translated and updated on a regular basis by VLIR-UOS in the Guideline "Allowances and guidelines for scholarships facilitating a stay in Belgium";
- 1.10. the Integrity Charter, drafted on the initiative of the Minister of Development Cooperation and signed by VLIR-UOS on 14 June 2018, mandated to do so by the Bureau UOS, and any operational measures still to be formulated and approved by the Bureau UOS;
- 1.11. the certification of the monitoring and evaluation systems of VLIR-UOS by the "Dienst Bijzondere Evaluatie", under art. 33 of the Law on Belgian Development Cooperation, on 29 November 2017;
- 1.12. the VLIR-UOS Financial Guidelines concerning the Departmental projects (TEAM, South Initiatives and JOINT), governed by the Royal Decree of 11 September 2016, confirmed by DGD as applicable formal framework, and updated and on a regular basis by VLIR-UOS; 

- 1.13. the endorsement by the Bureau UOS of the selection advice of the regional commission, in which DGD has participated as a member, regarding the project on 25 September 2018.

Article 2 – Object

- 2.1. The present agreement specifies the terms, conditions and modalities of implementation and management of the project “MIRA-ESTE: Specific, innovative microgrids solutions (accounting for environmental, social, technological and economic aspects) for isolated rural areas of Ecuador” in Ecuador of professor Emilia Motoasca and professor Diego Arcos Avilés.

Article 3 – Conceptual framework

- 3.1. In the framework of its mission related to university cooperation for development and the political agreement with the Minister for Development Cooperation and subsequent multiannual (Five-Year) Programmes, VLIR-UOS funds South Initiative projects.
- 3.2. South Initiative projects are departmental projects which focus on specific developmental problems. These projects aim at strengthening the research and education capacity of (a) partner institution(s) in the South by means of generating and exchanging knowledge and contributing to the fight against poverty in the concerned region or country. These projects are identified through a competitive call for proposals. A project is integrated in the Country Programme Ecuador which is a part of the abovementioned Five-Year Programme. If a project runs over subsequent Five-Year Programmes, the approval of the remaining part of the project will be subject to approval by the Belgian Minister for Development Cooperation of the next Five-Year Programme.
- 3.3. The approved project is jointly implemented by the Flemish institution and at least one partner institution in a given country. These institutions involved are fully responsible for the implementation of the project.
- 3.4. A South Initiative project is led by a Flemish promoter in cooperation with the partner institution. The Flemish institution to which he/she is affiliated will function as institution of the promoter, meaning assuming full responsibility for the management and implementation of the project.
- 3.5. The implementation of the project is developed through different activity years.
- 3.6. A project is based on a clear results framework and budget and is approved by means of the present agreement. Any changes in the results framework (intermediate results, indicators) – referring to the whole project duration – need prior approval by VLIR-UOS via the Annual Progress Reports, and in the case of the last year of a project before 30 June of the last activity year. The guidelines regarding budget management are explained under Article 4 of the present agreement.
- 3.7. The general principle of synergy and complementarity as referred to in the Law of 16 June 2016 on Belgian Development Cooperation and in the Royal Decree on the Non-Governmental Coop-



eration, as mentioned in Article 1 of the present agreement, requires all Belgian Non-Governmental Cooperation actors to actively seek complementarity and synergy with each other in a given country.

Article 4 – Grant and payments

4.1. In view of the implementation of the project a grant will be allocated to the Flemish institution of € 69.884. This grant shall be used exclusively to reach the specific objectives of the project, as described in the project proposal with accompanying budget and as foreseen in the VLIR-UOS Five-Year Programme for Ecuador and included in annexes 1 and 2.

The activity years will be governed by the present agreement, and have the following budgets:


Activity year	Budget (€)
2020	42.406
2021	27.478
Total budget	69.884

Each activity year starts in principle on 1 January and ends on 31 December. The project will end on 31 December of the last activity year.

The abovementioned budgets are subject to annual approval of the overall VLIR-UOS budget by the Belgian Minister for Development Cooperation, within the VLIR-UOS Five-Year Programme. In case the annual approval results in a budget revision, VLIR-UOS will confirm this by means of a letter.

4.2. The total grant shall be paid by VLIR-UOS in a number of instalments equal to or higher than the number of activity years, and in principle within four weeks after DGD has transferred the funds of the concerned activity year to VLIR-UOS (and, if applicable, provided the institution has submitted its financial claim). Moreover,

- the grant for the first activity year shall be paid by VLIR-UOS within four weeks after signature of the present agreement by all parties. This grant will be paid at 100% only in case the contracting procedures have been duly finalised. In practice 75% of the grant can be paid on the basis of availability of the scan of a fully signed copy of the present agreement and the full 100% when the signed hard copy document is available;
- the grant for the first activity year will be paid at 100%;
- non-compliance with the conditions with regard to the use of the financial means in the previous years and to appropriate reporting, can lead to a reduction of instalment(s) of the grant.

4.3. Within departmental projects budget transfers between activity years are automatic which means that no transfer request has to be submitted to VLIR-UOS. Budget transfers are only possible from one activity year to the next activity year. Extension of the project is not possible, since the end of the project coincides with the end of the current Five-Year Programme (2017-2021). 

- 4.4. No budget transfers will be possible between Five-Year Programmes (between 2021 and the following years).
- 4.5. The Royal Decree of 11 September 2016 on Non-Governmental Cooperation concerning the limits of budget shifts between the budget lines and the VLIR-UOS Regulatory Framework as mentioned in paragraph 1.8., imply that a revised budget plan has to be included in the Annual Progress Report (and in case of the last activity year before 30 June of that year) if:
- the shift in the total budget line for personnel or investment costs is higher than € 10.000 as compared to the initial budget line total (for the whole project);
 - and the shift amounts to more than 30% as compared to the initial budget line total (for the whole project) foreseen for the budget line for personnel or investment costs. This needs to be approved by VLIR-UOS.

A budget shift exceeding the limits detailed above needs to be approved by VLIR-UOS. The newly approved budget will be the reference for reporting, apart from the initial budget which also needs to be referred to. However the payment of the financial instalments will not undergo any changes as these follow the original multi-annual planning and initial budget distribution over activity years.

- 4.6. Expenses made in the context of the implementation of the project with the partner institution, which have been refused after control of the respective Annual Financial Reports by VLIR-UOS, DGD or the Auditor's Office, will be reclaimed by VLIR-UOS from the Flemish institution. The Flemish institution will, on its turn, reclaim it from the partner institution, if applicable.
- 4.7. Any balance of the grant or expenditure rejected by VLIR-UOS, DGD or the Auditor's Office must be returned to VLIR-UOS within 30 days after receipt of the final statement by the Flemish institution.
- 4.8. The budget of the project will be managed as follows:

- Expenditures from the Belgian account

This part of the budget relates to expenditures on the Belgian account for the implementation of the project activities and will be organised using the following budget lines:

- A. Expenses related to the procurement of investment goods (investment costs)
- B. Expenses related to the payment of operational costs (operational costs)
- C. Expenses related to personnel (personnel costs)
- D. Expenses related to scholarships (scholarship costs)
- E1. Coordination costs

This part of the budget will be administered by the Flemish institution on one of its accounts. The partner institution and the Flemish institution will jointly establish further procedures regarding the management of these funds.

- Expenditures from the local account

This part of the budget relates to expenditures on the local account for the implementation of the project activities and will be organised using the following budget lines:

- A. Expenses related to the procurement of investment goods (investment costs)
- B. Expenses related to the payment of operational costs (operational costs)
- C. Expenses related to personnel (personnel costs)

D. Expenses related to scholarships (scholarship costs)

E2. Coordination costs

This part of the budget will be administered by the partner institution. The partner institution and the Flemish institution will jointly establish further procedures (bank account, payments, etc.) regarding the management of these funds.

The detailed budget of the project can be found in annex 2, which forms an integral part of the present agreement.

- 4.9. All financial transactions between VLIR-UOS and the Flemish institution for the implementation of the project should be done through account BE63 7340 1934 1708 – BIC KREDBEBB of KU Leuven and account 780-5909900-91 (BE 23 7805 9099 0091– GKCCBEBB) of VLIR-UOS.

Article 5 – Terms of execution

5.1. General terms

- 5.1.1. The partner institution and the Flemish institution will jointly manage the implementation of the project. The project will be carried out by the Flemish institution and led by the Flemish promoter, jointly with the partner institution and the local promoter, in accordance with the approved project documents (see annexes 1 and 2).

The Flemish institution and the partner institution will ensure that the facilities needed for carrying out the project, as well as the materials that are, or have been, purchased in the framework of the project, will be available during the duration of the project.

- 5.1.2. The Flemish institution entrusts the implementation of the project to the Flemish promoter. The Flemish promoter is responsible for:

- The overall academic management of the project;
- administrative and financial management, whereby at level of each Flemish institution project support is organised taking into account the following paragraph regarding the institutional commitments of the Flemish institution;
- timely reporting to VLIR-UOS, as established in Article 6.

The Flemish institution is committed more specifically:

- to take all necessary steps to support the smooth implementation of the project;
- to ensure, under the guidance of the institutional coordinators for development cooperation (ICOS) and involved institutional entities, systematic follow-up, both administrative and financial, of the implementation of the project;
- to guarantee timely submission of the consolidated reports/documents required (see Article 6) to VLIR-UOS, under the guidance of the ICOS and involved institutional entities;
- to ensure that training programmes/scholarships for selected scientists of the partner institution are organised in such a way that the results are of optimum benefit to the project;

- to take all necessary measures in order to ensure the timely payments to the partner institution of the sums that have been earmarked for local expenditures in the context of the implementation of the project, hereby taking into account possible risks.

These commitments of the Flemish institution are essential for the realisation of the objectives of the project. Their fulfilment is a condition for the participation of the partner institution in the implementation of the project.

5.1.3. The partner institution entrusts the local implementation, including the administrative and financial management of the local expenditure and the local academic guidance of the project, to the local promoter.

The local promoter is responsible for:

- the coordination of the implementation of the project in the country of the partner institution, including the organisation and the follow-up of the management of expenditure in the country of the partner institution;
- reporting to the Flemish institution, as established in Article 6.

The partner institution is committed more specifically:

- to take all necessary steps to ensure systematic follow-up, both administrative and financial, of the implementation of the project;
- to guarantee timely submission of the reports/documents required (see Article 6) to the Flemish institution in view of the submission of the consolidated reports/documents to VLIR-UOS;
- to ensure the availability of the staff and personnel required for the implementation of the project and to provide the necessary office space, laboratory infrastructure and work space;
- to take all necessary steps in order to guarantee the sustainability of the project and to ensure that the project is well integrated into the development plan of the unit of the partner institution which is financed by the project, both in terms of staff development for research and training, and in terms of the provision and maintenance of equipment;
- to make the VLIR-UOS project visible on campus, and to refer to it in all official publications, in whatever form, as a tribute to the partnership.

These commitments of the partner institution are essential for the realisation of the objectives of the project. Their fulfilment is a condition for the participation of the Flemish institution in the implementation of the project.

5.2. Procurement and purchase procedures

5.2.1. All purchases of materials and equipment in the framework of the implementation of the project will be effected in accordance with the Belgian and local legislation regarding public procurements.

5.2.2. The Flemish institution is committed to take charge of the purchase (from the Belgian account) and transportation of equipment up to the port of entry in the country of the partner institution.

The list of equipment, spare parts, etc. can be reviewed each year, dependent on the mutual agreement of all parties and within the budgetary limits that have been set. All equipment that will

be purchased within the framework of the project will be officially transferred to the partner institution. The transfer will be effected by means of a written agreement of the three parties which the Flemish institution needs to submit to VLIR-UOS as part of the final report of the last activity year. All investment equipment procured with project resources must be included in the inventory of the partner institution.

5.2.3. The partner institution is committed more specifically:

- to ensure that all equipment and consumables, to be supplied within the framework of the project and to be imported into the country of the partner institution are exempted from custom duties or any other type of taxation or other restrictive rights. If provided by the laws applicable in the country of the partner institution, the partner institution shall submit the project for approval by the official authorities in order to obtain authorisation for tax exemption. If exemption of taxes and other related costs payable under the laws of the country of the partner institution is not granted, the partner institution shall pay these duties for the goods it will receive from its own resources;
- to take charge of unloading, clearing and transportation within the country of the partner institution of the equipment, sent within the framework of the project;
- to take all necessary measures for the installation, custody, maintenance and insurance of this equipment and to assure that all equipment provided within the framework of the project remains at the disposition of the staff responsible for the implementation of the project.

5.3. Scholarships


5.3.1. Scholarships may be granted as part of a project, taking into account the VLIR-UOS Scholarship Guidelines, as mentioned in Article 1, and which can be found on the VLIR-UOS website: https://www.vliruos.be/en/documents/guidelines_and_forms.

In the case of a South Initiative project, the general principle is that a scholarship contributes to capacity building at level of the involved department of the partner institution.

Considering that persons who are granted a PhD scholarship as part of a project are often under contract at the partner institution, deloading from normal duties – academic and/or administrative – is expected so that sufficient time can be devoted to the scholarship.

The Flemish institution is committed to ensure that study or research stays of scholars, being selected partner institution scientists, are organised in such a way that the results are of maximum benefit to the project. The Flemish institution and the partner institution will jointly establish procedures and criteria for selection of candidates for study or research stays abroad. The selection of scholars is the joint responsibility of the Flemish and local promoter.

5.3.2. Local scholarship allowances are sometimes financed within the framework of the project on the basis of agreed upon policies and procedures.

5.3.3. Projects are required to report on all scholarships as stipulated in the reporting guidelines of VLIR-UOS. 

- 5.3.4. All mobility (including of scholars) to Belgium as part of the project must follow the visa procedure, which can be found on the VLIR-UOS website: https://www.vliruos.be/en/documents/guidelines_and_forms.

Article 6 – Reporting

- 6.1. The Flemish promoter, with input from the local promoter, reports per activity year to VLIR-UOS about the progress towards results and the state of expenditure with respect to the implementation of the project, with the support of the ICOS and involved institutional entities (see paragraph 5.1.2.). This *Annual Report (AR)* consists of an *Annual Progress Report (APR)*, and an *Annual Financial Report (AFR)*.

The Flemish promoter must submit the Annual Report (APR + AFR) of activity year X to VLIR-UOS no later than 2 months after the end of activity year X, i.e. 28 February of activity year 'X+1'.

The layout of this report must correspond to the models on the VLIR-UOS website: https://www.vliruos.be/en/documents/guidelines_and_forms (see annex 4). The annual report must be written in English or, in case of projects with DR Congo, Burundi or Morocco, in French. Each report (Annual Progress Report and Annual Financial Report) must be submitted in a digital format to VLIR-UOS via the VLIR-UOS database.

During the review process of the reports, the Flemish promoter will be given – if required – one opportunity to provide clarifications and to submit a revised annual report. After control by VLIR-UOS, the Flemish promoter will be asked to submit a signed (scanned signature) Annual Financial Report to VLIR-UOS.

The signed original documents need to be kept at the Flemish institution.

- 6.2. The local promoter must supply the requisite material to the Flemish promoter so that the Flemish promoter is able to submit to VLIR-UOS the complete annual report as described in paragraph 6.1. in good time. The two promoters shall come to agreements to guarantee this. Financing will be based on timely reporting.
- 6.3. The regulations for local per diems, hotel costs, transport costs and local scholarships in the country of the partner institution, as if existing and approved by DGD and VLIR-UOS, must be followed (see annex 5).
- 6.4. The reporting terms and conditions may be adapted by VLIR-UOS at any time. VLIR-UOS will only do so if necessary due to obligations imposed by the funding government, and will make efforts to timely communicate and explain the rationale of these obligations. The promoter must report to VLIR-UOS in accordance with the new reporting terms and conditions, including possible new reporting models, as from the year following the activity year in which VLIR-UOS notified the promoter of the changes, under the guidance of the ICOS and involved institutional entities.

Article 7 – Control, monitoring and evaluation

- 7.1. Payment of the grant entitles VLIR-UOS and DGD to monitor the implementation of the project and the use of the grant at any time. This monitoring relates to the progress towards results and

the financial reporting (accountancy, compliance with financial guidelines). The partner institution and the Flemish institution will cooperate fully with the person or persons appointed by the Belgian Government or by VLIR-UOS to conduct this monitoring, and will grant them access to all materials/information relevant to the project.

7.2. VLIR-UOS shall assess whether expenditure is in compliance with the guidelines. VLIR-UOS could be forced to reject expenditure in the event of non-compliance.

7.3. All expenditures on the Belgian account and the local account must be the object of invoices or documents in proof. These must not be added to the financial reports and statements referred to in Article 6 insofar as they are available at the seat of the Flemish institution, if VLIR-UOS, DGD or the Auditor's Office should request them.

The timing for requesting invoices or documents in proof is part of a yearly recurrent planning for audit or control activities that will be communicated to the Flemish institution at least three months prior to the execution of the audit or control. In this case, the Flemish institution will deliver the requested documents in proof within 15 work days after being notified of the selection for audit or control. For all other by DGD requested invoices and documents in proof, not in the framework of the abovementioned audit or control activities, the Flemish institution will be granted 8 days to deliver them. All invoices and pieces of justification must be kept at the Flemish institution for at least 4 years after the end of the Five-Year Programme under which this project resorts and be in compliance with Belgian (and, if relevant, local) legislation and institutional guidelines.

7.4. If DGD or the Auditor's Office reject expenditure or demand partial repayment of the grant, as stated in Article 4, VLIR-UOS shall hold the Flemish institution liable and recover the amounts in question from the Flemish institution. If the rejected expenditure relates to expenditure made on the local account, the Flemish institution may hold the partner institution liable and recover the amounts in question from the partner institution. If the partner institution has not fully justified the project funds deposited by the Flemish institution, the Flemish institution may hold the partner institution liable and recover the unjustified funds in question from the partner institution.

7.5. The institutions signatory to the present agreement are obliged to cooperate in any evaluation which DGD or VLIR-UOS conducts or orders to be conducted (during or after the implementation of the project). VLIR-UOS will notify the Flemish institution and the partner institution of the results of the evaluations. This can also include an audit of the financial reports and the financial records kept by them. If need be, each party shall, by its own means, undertake the measures which are considered to be necessary to either individually or jointly implement the validated recommendations as reflected in the management response of the evaluations or follow-up.

Article 8 – Suspension and termination

8.1. Each party is entitled to suspend the present agreement, in the event of a material breach of the present agreement, or in the event a party has committed an act involving dishonesty, disloyalty or fraud with respect to another party, or in the event a party commits gross negligence or willful misconduct with respect to the performance of its duties under the present agreement. The negligent party will receive a written reminder requesting to correct or accommodate the violation

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within sixty days after receiving this reminder. If the negligent party fails to correct or accommodate the violation within the required period, each of the other parties is entitled to terminate the present agreement, effective immediately.

- 8.2. If, as a result of Belgian legislation or a decision by the Belgian Minister for Development Cooperation, the Belgian government decides to discontinue the agreement with VLIR-UOS regarding the management and implementation of the Five-Year Programme of VLIR-UOS, VLIR-UOS shall terminate the present agreement after giving six months' notification.
- 8.3. Termination of the present agreement shall be without prejudice to any rights a party may have in respect of any breach by the other party of any of the provisions of the present agreement that occurred prior to termination.

Article 9 – Final provisions

- 9.1. Belgian law applies to the present agreement.
- 9.2. The present agreement shall enter into force upon receipt and signing by VLIR-UOS of three original copies countersigned by each party.
- 9.3. The present agreement (and its annexes) contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, written or oral, with respect to the same subject matter still in force between the parties.
- 9.4. The provisions in the present agreement with regard to the payment of a grant by VLIR-UOS are subject to the condition that the Belgian government pays VLIR-UOS the means to facilitate these payments.
- 9.5. Whenever possible, the provisions of the present agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law.
However, if one or more provisions of the present agreement is found to be invalid, illegal or unenforceable, in whole or in part, the remainder of any such provision and of the present agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision had never been contained herein. Moreover, if the parties decide to amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, they should take care that the new or amended provision embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).
- 9.6. Any party can request an amendment to the present agreement. Any such amendment to the present agreement, as well as any additions or omissions, can only be agreed in writing with the mutual consent of the parties.
- 9.7. The Flemish institution or the partner institution (if applicable) shall inform VLIR-UOS immediately if the Flemish or the local promoter is unable to secure the implementation of the project any longer, because of retirement or any other reason. The Flemish or the partner institution shall promptly nominate a new promoter, which endorses the present agreement. VLIR-UOS will be

notified of the promoter change through a formal letter, signed by both the old and the new promoters. The new promotership shall be effective once VLIR-UOS has accepted the new promoter by letter.

- 9.8. In case of any failure or delay by either party in exercising any right under the present agreement, the exercise, in whole or in part, of any right under the present agreement, or any reaction or absence of reaction by either party in the event of violation by the other party of one or more provisions of the present agreement shall not operate or be interpreted as a waiver (whether express or implied, in whole or in part) of any of its rights under the present agreement or under said provision(s), nor shall it preclude the further exercise of any such rights. Any waiver of a right must be express or in writing.
- If one party has expressly waived a right in writing following a specific failure by the other party, this waiver cannot be invoked by the latter party in favour of a new failure, similar to the previous one, or any other failure.
- 9.9. VLIR-UOS can never be held liable for damages to persons or goods, caused directly or indirectly by the activities of the Flemish institution or the partner institution (if applicable) while performing its duties or rights under the present agreement. The institution shall protect VLIR-UOS against any damage claims by third parties in this regard.
- 9.10. Neither party shall be held liable for delay or failure to perform under the present agreement (save for the payment of any sums due hereunder) if such delay or failure is due to causes beyond its reasonable control ("force majeure"), such as, but not limited to, fire, flood, strikes, labour disputes, war, embargos, blockades, riots, insurrections, governmental regulations, or the unavailability of means of transport.
- 9.11. By signing the present agreement, all parties agree that all disputes that could arise from the present agreement or its execution, will be settled according to the provisions of the "Arbitration Regulation University Cooperation for Development", in so far as an amicable settlement cannot be reached within a reasonable period of time. The "Arbitration Regulation University Cooperation for Development" can be consulted on the VLIR-UOS website (https://www.vliruos.be/en/documents/guidelines_and_forms) and is considered to be an integral part of the present agreement. The award of the Arbitration Tribunal shall be final and binding on the parties, without any process of appeal.
- 9.12. Each party shall bear its own costs incurred in the preparation and negotiation of the present agreement.
- 9.13. The parties are entitled to publish the project, and, if necessary, the present agreement, or parts thereof, on their websites on the condition of respect of paragraph 9.14.
- 9.14. Following art. 51 of the Royal Decree of 11 September 2016, any external communication concerning the project should always mention the support of VLIR-UOS and DGD¹, and contain the

¹ "With the support of Belgian development cooperation". *By Jee*

VLIR-UOS logo and DGD logo. The logos can be downloaded from the VLIR-UOS website https://www.vliruos.be/en/documents/guidelines_and_forms.

- 9.15. As stipulated in the Ministerial Decree of 14 March 2017, in documents relating to actions where opinions are expressed (e.g. programmes, invitations for debates, conferences, articles, books, folders, websites, etc.), the following disclaimer must be used: "Opinions from the organising entity do not automatically reflect those either of the Belgian government or VLIR-UOS, and can never bind either the Belgian government or VLIR-UOS".
- 9.16. The present agreement is executed in separate copies, each of which is deemed an original and all of which taken together constitute the same agreement. Translations into any language are for convenience purposes only, even when executed by one or all parties.
- 9.17. All notices and other forms of communication in paper (by letter) must be sent to the address indicated below:

VLIR-UOS

Julien Dillensplein 1, bus 1A

1060 Brussels

Belgium

A notice sent in this manner must also be sent via e-mail, to info@vliruos.be, or to the e-mail address of the concerned employee of VLIR-UOS which can be found on the VLIR-UOS website: <https://www.vliruos.be/en/contact>.

A notice should always contain the VLIR-UOS reference number (EC2020SIN322A101).

Either party may change the address to which notices are to be delivered or transmitted by giving the other party or parties written notice to this effect in the manner set forth herein.

- 9.18. All policy documents and guidelines mentioned in Article 1 (Legal framework) can be found on the VLIR-UOS website, on <https://www.vliruos.be/en/documents/publications> and on https://www.vliruos.be/en/documents/guidelines_and_forms respectively.
- 9.19. Any changes to the formal framework, as decided upon by the Non-Governmental Cooperation Concertation Committee and approved by the Minister, will be applicable immediately after formal communication by VLIR-UOS, following formal communication by the Minister or DGD.
- 9.20. All parties must always adhere to the General Data Protection Regulation (GDPR), issued by European Union (EU) on 25 May 2018, when processing personal data of persons involved in the implementation of the project or programme. They will ensure sufficient and adequate technical protection of the personal data, to avoid unwanted data leaks, and will never use personal data for commercial ends.
- 9.21. All parties will adhere to the legal obligations related to the Treaty concerning biological diversity (CBD) and the subsequent Nagoya Protocol on the access to natural resources and the fair division of benefits coming from the use of these resources, in particular the national Access and Benefit Sharing (ABS) legislation of the country of origin, the Regulation (EU) number 511/2014 of the European Parliament and the Council of 16 April 2014 concerning compliance measures for users from the Protocol of Nagoya on the access of genetic resources and the fair division of benefits coming from the use in the Union and Implementation Regulation (EU) 2015/1866 of the

Commission of 13 October 2015 laying down regulations for the implementation of Regulation (EU) number 511/2014 of the European Parliament and the Council as regards the register of collections, the monitoring of the observance by users and best practices.






- 9.22. All parties agree to refrain from any action that could affect the physical, moral or financial integrity of the persons and institutions that are either directly or indirectly involved in the execution of the present agreement. In the event that such actions and/or harmful effects should nevertheless occur, the parties are expected to take the necessary measures in accordance with the institution's integrity policy and, if necessary, to inform VLIR-UOS without delay.

Article 10 – Annexes

The following annexes constitute an integrated part of the present agreement:

- Annex 1: Narrative project proposal
- Annex 2: Approved budget with details per activity year
- Annex 3: Financial guidelines concerning TEAM, South Initiatives and JOINT projects (available on https://www.vliruos.be/en/documents/guidelines_and_forms)
- Annex 4: Models for the annual reports (available on https://www.vliruos.be/en/documents/guidelines_and_forms)
- Annex 5: Regulations for local per diems, hotel costs, transport costs and local scholarships in the country of the partner institution (if existing) *sq lcp*

Drafted in three originals in Brussels on 31 January 2020. Each party has received one copy. *sy lrp*

On behalf of VLIR	On behalf of Universidad de las Fuerzas Armadas ESPE	On behalf of KU Leuven
<p>Johan De Tavernier VLIR-UOS Chairman</p> 	<p>Humberto Parra Cárdenas, Ph.D. rector</p> 	<p>Luc Sels rector</p> 
<p>Kristien Verbrugghen VLIR-UOS Director</p> 	<p>Diego Arcos Avilés local promoter</p> 	<p>Emilia Motoasca Flemish promoter</p> 