

## AGREEMENT

For the implementation of an IUC programme  
In the activity years 2012 until 2016,  
In the framework of the Institutional University Cooperation of VLIR

between the undersigned

The Flemish Interuniversity Council (VLIR),  
with offices in Ravensteingalerij 27, 1000 BRUSSELS, Belgium,  
legally represented by Prof P. Sorgeloos, VLIR-UOS Chairman,  
and Mrs K. Verbruggen, VLIR-UOS Director,  
hereinafter referred to as "VLIR";

and

the Universidad de Cuenca (UCuenca),  
with offices in Av. 12 de Abril s/n, 010150 Cuenca, Ecuador  
legally represented by Professor Fabián Carrasco, Rector  
hereinafter referred to as 'the partner university'  
and Professor Fabián León, local coordinator,  
hereinafter referred to as 'the local coordinator';

and

the KU Leuven,  
with offices in Oude Markt 13, bus 5005, 3000 Leuven, Belgium,  
legally represented by Prof M. Waer, Rector,  
hereinafter referred to as 'the Flemish university'  
and Prof G. Wyseure, Flemish coordinator,  
hereinafter referred to as 'the Flemish coordinator';

regarding:

<b>Project title</b>	Phase II partner programme (2012-2016) for Institutional University Cooperation between Universidad de Cuenca (UCuenca), Ecuador and the Flemish universities
<b>Local institution + country</b>	Universidad de Cuenca (UCuenca)
<b>Local coordinator</b>	prof. Fabián León
<b>Flemish institution</b>	KU Leuven
<b>Flemish coordinator</b>	prof. Guido Wyseure
<b>Budget</b>	€ 3.060.000
<b>VLIR-UOS reference</b>	ZIUS2012AP016, ZIUS2013AP016, ZIUS2014AP016, ZIUS2015AP016, ZIUS2016AP016
<b>VLIR-UOS serial number</b>	2012 - 9

hereinafter referred to as 'the programme'

## **Article 1 – Legal framework**

The subsidy giving occasion to this agreement, is governed by:

- 1° the General Agreement between the Belgian State and the Flemish universities (VLIR) in respect of development cooperation, concluded in Brussels on 18 May 1995, as amended by the Annex to the General Agreement, signed in Brussels on 18 December 1997, and amended by an exchange of letters on 13 August 1998;
- 2° the Specific Agreement between the Belgian State and the Flemish universities (VLIR) concerning the Institutional University Cooperation, concluded in Brussels on 16 May 1997, as amended by the Annex to the Specific Agreement, signed in Brussels on 18 December 1997;
- 3° the guidelines concerning the management of projects and programmes and the submission of activity reports and financial reports supplementary to the Specific Agreement of 16 May 1997 concerning the Institutional University Cooperation, approved by the Belgian Minister for Development Cooperation on 10 December 1998, and as amended in 2004;
- 4° the formal approval by the Belgian Minister for Development Cooperation of the VLIR five-year plan for university development cooperation for 2008-2012 on 5 May 2008, thus silently prolonging all agreements concluded between the Belgian government and the Flemish universities (VLIR) for university development cooperation;
- 5° the approval by the Steering Committee of the phase II partner programme with Universidad de Cuenca (2012-2016) and Activity Programme 2012 on 21 December 2011;
- 6° the pending approval, in principle, by the Belgian government of the activity programme for 2012 with Universidad de Cuenca;

## **Article 2 - Concepts**

- 2.1. In the framework of the VLIR Programme for Institutional University Cooperation (IUC), VLIR will submit annual programmes for approval by the Belgian Minister for Development Cooperation. An *annual programme* is composed of the activity programmes of the different IUC partnerships.
- 2.2. An *IUC partnership* is the IUC cooperation programme between the Flemish universities and one partner university.
- 2.3. VLIR has confirmed the Flemish *coordinator* of the IUC cooperation with the partner university. The Flemish university to which he is affiliated will function as university of the coordinator, meaning assuming full responsibility for the management and implementation of the Phase II partner programme with the partner university on behalf of the participating Flemish universities.
- 2.4. A *partner programme* is composed of the successive activity programmes with one partner university covering the entire period of cooperation. In principle the IUC cooperation with a partner university covers a period of maximum ten years : two timeblocks of five years each. For each timeblock of five years a partner programme is drafted.

The IUC Programme is subdivided in a number of constituting projects (research, capacity building and extension related) which are composed of a number of interlinked activities to be realized in the framework of a partner programme phase of five years. The realization of each project, is in hands of project leaders (South/North). Flemish project leaders have been

designated by VLIR on the basis of an open competition, taking into consideration the advice of the Flemish and local coordinator.

- 2.5. A *project leader* has scientific responsibility for the project, not diminishing by this the mandate of the Flemish coordinator. A *project team member* is participating in the activities of a project and often responsible for one or more activities.
- 2.6. An *activity programme* gives an outline of the activities that will be implemented within the framework of one IUC partnership within the period of maximum twelve months.
- 2.7. VLIR, in consultation with the Flemish universities and the partner universities, is responsible for the programming of annual programmes, partner programmes and activity programmes. The monitoring and evaluation of all aspects of the implementation of the overall VLIR Programme for Institutional University Cooperation, and in particular the implementation of the 2012-2016 activity programmes with the partner university, is a responsibility of VLIR.

### **Article 3 – Object**

- 3.1. This agreement specifies the modalities of implementation and the management of the Phase II partner programme with the Universidad de Cuenca, however restricted to the activity programmes for 2012 (Annex 1 and 2) until 2016, yet to be approved by the Minister for Development Cooperation as part of the Annual Programmes for Institutional University Cooperation 2012 until 2016 of VLIR.
- 3.2. The activity programmes 2012 until 2016 are governed by this agreement, and have the following budgets and starting and closing dates:

<b>AP</b>	<b>Starting date</b>	<b>Closing date</b>	<b>Budget</b>
AP 2012	1.04.2012	31.03.2013	745.000
AP 2013	1.01.2013	31.12.2013	745.000
AP 2014	1.01.2014	31.12.2014	635.000
AP 2015	1.01.2015	31.12.2015	560.000
AP 2016	1.01.2016	31.12.2016	375.000

### **Article 4 – Terms of execution**

- 4.1. The partner university and the Flemish university will jointly manage the implementation of the 2012-2016 activity programmes.  
As such, the individual IUC activity programmes will be carried out jointly by the partner university and the Flemish universities.  
  
The Flemish university will coordinate the input from the different Flemish universities participating in the Phase II partner programme with the partner university and will ensure the provision of organizational resources required for materializing the inputs of the participating institutions.
- 4.2. The partner university and the Flemish university will ensure that the facilities needed for carrying out the 2012-2016 activity programmes and its constituting projects, as well as the materials that are, or have been, purchased in the framework of the activity programmes, will be available for use in the 2012-2016 activity programme activities. They will confer on a regular

basis in order to manage the implementation of the 2012-2016 activity programmes efficiently and effectively.

4.4. The maximum duration of an activity programme is twelve months, starting, as of AP 2012, on 1 April 2012 and closing on 31 March 2013.

4.5. The partner university and the Flemish university are jointly responsible for:

- 1° the implementation of the Phase II partner programme under the guidance of the coordinators South/North. The coordinators will be responsible for the optimal utilization of the input provided by intermediation of VLIR.
- 2° each setting up a steering committee that will be designed to monitor the implementation of the Phase II partner programme, and to ensure an optimum of coherence and coordination of the projects and activities that have been identified under the Phase II partner programme. The local steering committee will in principle be chaired by the local coordinator who has been appointed by the partner university. The Flemish steering committee will be chaired by the coordinator who has been appointed by VLIR. The two steering committees will be composed in principle a.o. of the project leaders who are responsible for supervising the implementation of the respective projects at the Flemish and at the partner university side, and of any other person who is nominated by the partner university or the Flemish university or VLIR as member of this committee.
- 3° taking all steps necessary to ensure that all activities are implemented according to the schedule included in the respective activity programme. If, while the respective activity programme is being carried out, circumstances occur which the partner university and the Flemish university feel will result in necessary substantial modifications to the activities provided under the Phase II partner programme, or in modifications to all or part of the approved respective activity programme budgets (see article 6.2. for more detail), they will notify VLIR of these circumstances as soon as possible and formulate appropriate proposals for reorientation of the activities. After the revised plan has been approved by the Steering Committee of VLIR-UOS, articles 1 and 2 will apply to the new plan.

4.6. The partner university is committed more specifically:

- 1° to take all necessary steps to ensure a smooth implementation and systematic follow-up, both administrative and financial, of the respective activity programme;
- 2° to guarantee timely submission of the reports/documents required to the Flemish university, in view of the submission of the consolidated reports/documents to VLIR;
- 3° to develop and apply an institutional and transparent policy for deloading staff and scholars, if necessary, from normal duties - academic and/or administrative - in view of allowing them to devote sufficient time to contribute to the respective IUC project;
- 4° to ensure the availability of the staff and personnel required for the implementation of the respective activity programme and to provide the necessary office space, laboratory infrastructure and work space;
- 5° to take all necessary steps in order to guarantee the sustainability of the 2012-2016 activity programmes and to ensure that the 2012-2016 activity programmes and their various projects are well integrated into the strategic development plan of the partner university, both in terms of staff development for research and training, and in terms of the provision and maintenance of equipment; to make the VLIR IUC partnership visible on campus, and to refer to it in all official university publications, in whatever form, as a tribute to the partnership, but, more importantly, in a way to use the partnership as a trigger for other externally funded partnerships.

4.7. The Flemish university is committed more specifically:

- 1° to take all necessary steps to ensure a smooth implementation of the respective activity programme;
- 2° to ensure systematic follow-up, both administrative and financial, of the implementation of the respective activity programme;
- 3° to guarantee timely submission of the consolidated reports/documents required to VLIR;
- 4° to communicate and confer with the partner university, the project leaders and VLIR. The Flemish coordinator is the central contact person for VLIR regarding the implementation of the IUC programme with the partner university;
- 5° to take all necessary organizational measures in order to establish and ensure the participation of the Flemish universities in the implementation of the respective activity programme;
- 6° to employ, by mutual agreement, qualified staff on long-term assignment (i.e. longer than three months) for the implementation of projects and activities, as provided under the respective activity programme, and to ensure their exclusive presence to that end. In case of serious shortcomings of the long-term experts, each of the parties is entitled to send to the others a motivated request for his/her withdrawal;
- 7° to ensure that training programmes for fellowships of selected scientists of the partner university are organized in such a way that the results are of optimum benefit to the respective activity programme. The partner university and the Flemish university will jointly establish procedures and criteria for an optimum selection of candidates for training abroad;
- 8° take all necessary measures in order to ensure the timely payments to the partner university of the sums that have been earmarked for local expenditures in the context of the execution of the respective activity programme;

These commitments, of both the Flemish and the partner university, are essential for the realization of the objectives of the Phase II partner programme. Their fulfillment is a condition for the participation of the other parties in the implementation of the Phase II partner programme.

**4.8. Experts being posted abroad do not enter the employment of the VLIR.**

Experts are provided by the Flemish university following the screening of the candidates responding to the public vacancy announcement to be published by the VLIR on the basis of the terms of reference (i.e. specific qualifications and terms of the contract) of the post.

The VLIR has no obligation under the present agreement or any other agreement to pay any costs resulting from the partial or full, temporary or permanent, disability of an expert. Responsibility for the project experts lies with the party who has posted him or her. The Flemish university will make sure that experts are covered by the customary insurance while posted abroad.

**4.9. The VLIR will take all steps necessary to ensure that all necessary approvals are granted and all decisions taken within a reasonable length of time, so that the respective activity programmes can be implemented according to schedule.**

**4.10. Each year VLIR has to submit its IUC Annual Programme for the following year to the Belgian government, for approval.**

Given the fact that budgets and annual programmes are subject to annual approval by Belgian government, an AP with the partner university is only formally and finally approved once the IUC Annual Programme for the respective year has been formally approved by the Belgian Minister for Development Cooperation.

Each year VLIR will inform both the Flemish university and the partner university of the approval by the Belgian government. This written notification will enclose the following documents:

- Royal Decree for the implementation of the respective IUC Annual Programme (in Dutch, so only sent to the Flemish university);
- the budget for the respective AP with the partner university, as formally approved by the Belgian Minister (except from the respective formally approved IUC Annual Programme).

4.11. The implementation of the 2012-2016 activity programmes for Institutional University Cooperation with the partner university is subject to the funding provided to VLIR by the Belgian government and restricted by the budget allocated to the respective activity programme for Institutional University Cooperation with the partner university (see annex 3) and by the terms of payment required by the Belgian Government.

#### ***Article 5 – Procurement and purchase procedures***

- 5.1. All purchases of materials and equipment in the framework of the implementation of the respective activity programmes will be effected in accordance with the Belgian legislation regarding public procurements.
- 5.2. The Flemish university is committed to take charge of the purchase and transportation of equipment up to the port of entry in Ecuador. 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 under the 2012-2016 activity programmes will be officially transferred to the partner university. Equipment that was/will be purchased in the context of former or still running Own Initiatives which have a link with the IUC partner programme, will be transferred to the partner programme. Only after the end of the final partner programme this equipment will be transferred to the partner university.
- 5.3. The partner university is committed:
  - to ensure that all equipment and consumables, to be supplied under the respective activity programme and to be imported into Ecuador, are exempted from custom duties or any other type of taxation or other restrictive rights. (If provided by the laws applicable in Ecuador, the partner university shall submit the respective activity programme for approval by the official authorities in order to obtain authorization for tax exemption). If exemption of taxes and other related costs payable under the laws of Ecuador is not granted, the partner university shall pay these duties for the goods it will receive from its own resources;
  - to take charge of unloading, clearing and transportation within Ecuador of the equipment, sent under the 2012-2016 activity programme;
  - to take all necessary measures for the installation, custody, maintenance and insurance of this equipment and to assure that all equipment provided under the respective activity programme remains at the disposition of the staff responsible for the implementation of the respective activity programme.

## Article 6 – Grant and payments

- 6.1. The following budgets were integrated into the VLIR budget for the successive IUC Annual Programmes in view of the implementation of the Phase II IUC programme with the partner university :

AP 2012	AP 2013	AP 2014	AP 2015	AP 2016	Total
745.000	745.000	635.000	560.000	375.000	3.060.000

The above mentioned amounts are indicative, pending the formal approval by the Belgian Minister for Development Cooperation of the global budget for the university development cooperation programmes of VLIR for the given year on the one hand and the budget for the respective IUC Annual Programme of VLIR on the other.

- 6.2. The budgets of the IUC Annual Programmes are approved by the Minister of Development Cooperation. If, while the respective IUC activity programme is being carried out, circumstances occur which will result in necessary substantial modifications to the planned activities, or in modifications to all or part of the approved respective activity programme budgets VLIR-UOS should be notified as soon as possible by the Flemish coordinating university. As such, budget shifts between IUC projects are only acceptable if the total amount of these do not exceed 15% of the approved project budgets. At IUC Programme budget level, the same applies to the budget lines, where a shift of more than 15% between budget lines should be submitted to VLIR-UOS for approval as soon as possible, with a reformulated proposal for reorientation of the activities. After a revised plan has been approved by the Steering Committee of VLIR-UOS, the new plan will be the reference.
- 6.3. Subject to a duly signed multi-annual IUC agreement for the respective phase of the IUC partner programme and subject to the funding provided by the Belgian government:
- VLIR will grant the Flemish university the first installment of 25% of the respective activity programme budget around the first of April of the reference year
  - VLIR will grant the Flemish university the second installment of 25% of the respective activity programme budget around the first of July of the reference year
  - VLIR will grant the Flemish university the third installment of 25% of the respective activity programme budget around the first of October of the reference year
  - VLIR will grant the Flemish university the fourth and final installment of 25% of the respective activity programme budget around the first of January of the reference year +1.

This timing is indicative and might change as of AP2013.

When making the transfers referred to in article 6.1., VLIR might deduct from the overall grant the amount corresponding with the sum of balances and/or rejected expenses in previous AP years.

- 6.4. Expenses made in the context of the implementation of the IUC programme, which are refused after control of the respective annual financial reports by VLIR, the Directorate General for Development Cooperation (DGD) or the Auditor's Office and/or the unspent balance of a certain AP year, will be reclaimed by VLIR directly from the Flemish university by drafting a debit note for this amount. If the rejected expenditure relates to expenditures made on the local project account, the Flemish university may hold the partner university liable and recover the amounts in question from the partner university. If the partner university has not fully justified the project funds deposited by the Flemish university, the Flemish university may hold the partner university liable and recover the unjustified funds in question from the partner university.

- 6.5. Payments to the partner university for the implementation of the 2012-2016 activity programmes will be made by the Flemish university. The Flemish university and the partner university will agree on the timing of payments. When making payments to the partner university, the Flemish university may take into account possible deductions made by VLIR in case of balances and/or rejected expenses in previous AP years (cfr. article 6.4.).
- 6.6. Possible balances after completion of the Phase II partner programme with the partner university will be reclaimed by VLIR from the Flemish university, which will, on its turn, reclaim it from the partner university, if applicable.
- 6.7. The budget of the respective activity programme (see annex 3) will be managed as follows :

**- Expenditures from the Belgian account**

This part of the budget relates to expenditures paid for from the Belgian account for the implementation of respective activity programme activities and will be organized using the following budget lines :

- B. Expenses related to the procurement of investment goods (investment costs)
- C. Expenses related to the payment of operational costs (operational costs)
- D. Expenses related to personnel (personnel costs)
- E. Expenses related to scholarships (scholarship costs)
- F. International travel costs
- G. Expenses related to board and lodging (residential costs)
- H. Expenses related to the shipment of equipment (shipment costs)
- K 1. Coordination costs (lump sum)

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

**- Expenditures from the local account**

This part of the budget relates to expenditures paid for from the local account for the implementation of the respective activity programme activities and will be organized using the following budget lines :

- B. Expenses related to the procurement of investment goods (investment costs)
- C. Expenses related to the payment of operational costs (operational costs)
- D. Expenses related to personnel (personnel costs)
- E. Expenses related to scholarships (scholarship costs)
- F. International travel costs
- G. Expenses related to board and lodging (residential costs)
- H. Expenses related to the shipment of equipment (shipment costs)
- K 2. Coordination costs (lump sum)

This part of the budget will be administered by the partner university. To that end a separate Euro account will be opened in Ecuador by the partner university. The partner university and the Flemish university will jointly establish further procedures regarding the management of these funds.

The total amounts of each budget line, including the expenses from both the Belgian and the local account, are determined annually and are specified in annex 3 which form an integral part of this agreement.



- 6.8. All financial transactions between VLIR-UOS and the Flemish university for the implementation of the project should be done through account 734-0193417-08 (BE 63 7340 1934 1708 – KRED BEBB) of KU Leuven and account 780-5909900-91 (BE 23 7805 9099 0091– GKCCBEBB) of VLIR-UOS.

### **Article 7 – Reporting & Planning**

#### 7.1. Annual report

The partner university and the Flemish university will jointly draft an annual report in accordance with the models in annex 4, which form an integral part of this agreement.

In the framework of the implementation of the respective activity programme, the draft annual report will be submitted by the partner university to the Flemish university on 31 August. Following its consolidation and finalization, the Flemish university will submit the annual report on 15 October, in electronic version, to VLIR.

The annual report (AR) consists of:

- an annual activity report (AAR)
- an annual financial report (AFR).

The activity programme (AP) is the planning for the upcoming activity year, including a budget.

The final and agreed upon version of this report must be submitted in English, in two copies, both in electronic version and hard copy, and must be signed by the Flemish coordinator.

On the basis of the "normal" IUC AP cycle, running from 1 April until 31 March, the overview of deadlines for submitting the annual report and the activity planning is the following :

<b>ACTIVITY</b>	<b>RESPONSIBLE</b>	<b>DEADLINE</b>
Closing date for orders	Partner university/ Flemish university	31 March X
Closing date for payments	Partner university/ Flemish university	15 August X
Preparation AAR and AFR year X-1 Preparation AP year X+1	Partner university	April – August X
Submission draft AAR and AFR year X-1 – local expenditures (model 1B and 1D) and the applied exchange rate to the ICOS and Flemish coordinator Submission draft AP year X+1	Partner university	31 August X
Relevance and opportunity control	ICOS, Flemish coordinator and Flemish project leaders	31 August – 15 October X
Submission consolidated AAR and AFR year X-1(following which no further expenditure will be accepted) Submission of consolidated AP year X+1	Flemish coordinator to VLIR- UOS	15 October X  31 October X

This timing is indicative and might change as of AP2013.

After the above submission of the Annual Report a control procedure is organized by VLIR to arrive at a consolidated narrative and financial report. VLIR reserves also the right to organize an external audit of the annual financial report. Once the report is consolidated and agreed upon by VLIR, a signed version will be delivered to VLIR as described earlier in this article.

The financial report will follow the overall VLIR-DGD guidelines for the IUC Programme, as well as the financial guidelines in annex 5, which form an integral part of this agreement.

The planning formats (AP) and reporting formats (AR) applicable to the IUC programme are available on the IUC website ([www.iuc.vliruos.be](http://www.iuc.vliruos.be)) under Formats or through the IUC Programme Officer for this IUC Partnership.

- 7.2. The partner university will guarantee the timely submission to the Flemish university of its proposal of the respective activity programme, which will allow the Flemish university to submit the consolidated activity programme in time to VLIR.
- 7.3. VLIR may provide further written instructions regarding the management or implementation of the 2012-2016 activity programmes, including new programme document and reporting formats, which the partner university and the Flemish university will have to comply with.

#### ***Article 8 - Control and evaluation***

- 8.1. Every three to five years the cooperation with a partner university is evaluated, this is an integral part of the Project Cycle Management methodology applied by VLIR in which monitoring and evaluation are an almost permanent exercise. On the condition of positive outcome of the end term evaluation exercise and a confirmation by the Steering Committee of VLIR-UOS, a partner university can participate on a competitive basis in calls for proposals in the context of the post IUC toolbox. As such, each evaluation can be followed by changes to the cooperation programme, both in terms of content and of budget.
- 8.2. The Belgian government and VLIR reserve the right to conduct (or to order others to conduct) an investigation of the activities carried out in connection with the 2012-2016 activity programmes. This can also include an audit of the reports and the financial records kept by them. The partner university and the Flemish university will cooperate fully with the person or persons appointed by the Belgian Government or by VLIR to conduct this investigation, and will grant them access to all materials/information relevant to the 2012-2016 activity programmes.

#### ***Article 9 - Termination***

- 9.1. If, as a result of Belgian legislation, the Belgian government finds it necessary to discontinue the agreement with VLIR regarding the management and implementation of the Institutional University Cooperation 2012 until 2016 annual programmes, VLIR will terminate this agreement after giving six months' notification.
- 9.2. Notwithstanding any provisions to the contrary in this Agreement, each Party is entitled to terminate this Agreement, effective immediately, at any time and without providing notice or compensation in lieu thereof in the event :
  - 1° a Party has committed an act involving dishonesty, disloyalty or fraud with respect to another Party ;
  - 2° a Party commits gross negligence or wilful misconduct with respect to the performance of its duties under this Agreement ;
  - 3° there is a material breach of this Agreement ;
- 9.3. Any delay by a Party in exercising any of its rights to terminate the present Agreement shall not be constituted as a waiver of such a right.

- 9.4. Termination of this 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 this Agreement that occurred prior to termination.
- 9.5. VLIR reserves the right, in case of problems in the IUC cooperation with the partner university, to suspend the cooperation, or to take any other decision in this regard. VLIR will only do this after prior consultation with the respective coordinators and universities and on a documented basis. In that case, VLIR will inform all parties involved without delay.

#### ***Article 10 - Final provisions***

- 10.1. This agreement shall enter into force upon receipt and signing by VLIR of three original copies countersigned by the Flemish University and the partner university.
- 10.2. This 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.
- 10.3. Any amendment to this Agreement, as well as any additions or omissions, can only be agreed in writing with the mutual consent of the Parties.
- 10.4. Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law.  
However, if one or more provisions of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, the remainder of any such provision and of this 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).
- 10.5. All disputes arising out of or in connection with this Agreement shall be finally settled under the "Arbitration Rules University Cooperation for Development" ([www.vliruos.be](http://www.vliruos.be)) by arbitrators appointed in accordance with the said Rules and the Belgian Judicial Code. The arbitration committee's judgement is binding for all parties involved and cannot be appealed against.
- 10.6. Neither Party shall be held liable for failure to perform under this Agreement (save for the payment of any sums due hereunder) if such 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 of the unavailability of means of transport.
- 10.7. Any failure or delay by either Party in exercising any right under this Agreement, the exercise, in whole or in part, of any right under this 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 this 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 this 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.

- 10.8. All notices and other forms of communication required under this Agreement must be in writing and delivered or transmitted to the recipient in person through a reputable courier service or by registered mail (with acknowledgement of receipt) to the address indicated below :

VLIR-UOS  
Postbus 103 Elsene Naamsepoort  
1050 Elsene  
Belgium

A notice shall be considered delivered to the recipient's address on the date of delivery if delivered in person, 3 working days following the date of mailing if sent by registered mail.

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

- 10.9. Each Party shall bear its own costs incurred in the preparation and negotiation of this Agreement.

- 10.10. This 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 other than English are for convenience purposes only, even when executed by one or both Parties.

**Article 11 – Annexes**

The following annexes constitute an integrated part of this agreement:

- Annex 1: IUC Phase II partner programme with the Universidad de Cuenca
- Annex 2 : IUC activity programme 2012 with the Universidad de Cuenca (Excerpt from the 2012 Annual Programme for Institutional University Cooperation)
- Annex 3: 2012 activity programme budget
- Annex 4: Models for the annual report (available on [www.iuc.vliruos.be](http://www.iuc.vliruos.be) , under Formats)
- Annex 5: Financial guidelines for the IUC programme (available on [www.iuc.vliruos.be](http://www.iuc.vliruos.be), under Formats and guidelines > Financial)

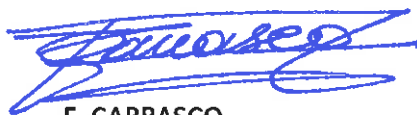
As agreed and signed in three originals, 31 January 2012,

On behalf of VLIR

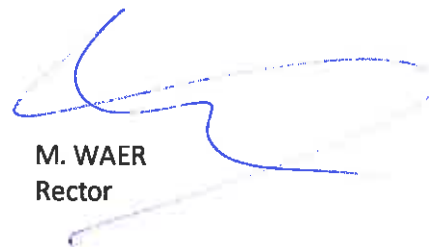


**P. SORGELOOS**  
VLIR-UOS Chairman

On behalf of Universidad de Cuenca (UCuenca)



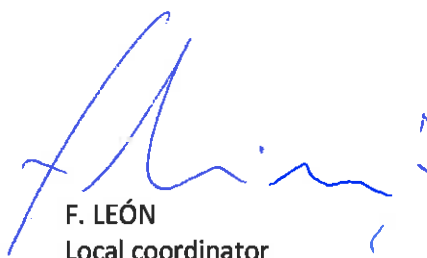
**F. CARRASCO**  
Rector



**M. WAER**  
Rector



**K. VERBRUGGHEN**  
VLIR-UOS Director



**F. LEÓN**  
Local coordinator



**G. WYSEURE**  
Flemish coordinator

