



Education, Audiovisual and Culture Executive Agency

Intra-Africa Academic Mobility Scheme

Memorandum of Understanding (model)



INTRODUCTION

The following document is a **model** aiming to assist Intra-Africa partnerships in preparing their Memorandum of Understanding. **It can be used** as a **source of inspiration** and **should be adapted to each project**. The document is not exhaustive and provides only a general framework of the provisions to which concrete details shall be incorporated.

The examples of provisions/articles and annexes provided do not reflect any official position/recommendation. The Executive Agency cannot be held responsible for any use that may be made of the information contained herein.

Please note that a Memorandum of Understanding is a commitment complementary to the Grant Agreement signed with the Executive Agency and to the mandates signed by each partner.

As stipulated in the Guidelines to the Call for Proposals (Section 6.3.3. Organisation of mobility), the beneficiaries are required to lay down the detailed provisions for their relations and for the implementation of the project. These provisions shall be formalised in a Memorandum of Understanding to be signed by the coordinating institution and the partners. A copy of the Memorandum of Understanding must be provided to the Executive Agency with the first progress report.

The Memorandum of Understanding can either be multilateral (i.e. single agreement signed by the coordinator and all the other partner institutions) or bilateral (i.e. different agreements signed between the coordinator and each partner institution) and should be drafted in the working communication language of the partnership.

Provisions of the Memorandum of Understanding may be differentiated according to the special needs/requirements of beneficiaries, provided that transparency is ensured within the partnership.

The objective of the Memorandum of Understanding is to ensure that:

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

In particular, the Memorandum of Understanding should provide a comprehensive description of:

- partners' rights and obligations within the framework of the project and the Grant Agreement;
- partners' role and responsibilities in carrying out the project, in particular with reference to the:
 - ✓ methodology for selection of students/staff members and academic supervision of their activities;

- ✓ arrangements related to recognition of studies or diplomas carried out/obtained abroad;
- ✓ agreement on the services/support provided to students and staff before, during and after mobility at each hosting institution;
- ✓ internal and external communication;
- ✓ quality assurance of the project activities;
- ✓ sustainability strategy, dissemination and exploitation plan;
- management and governance bodies of the partnership, e.g. for the general management, selection of scholarship holders, academic supervision, quality assurance, conflict resolution;
- financial management and related rules, in particular for what concerns:
 - ✓ the allocation of the lump sum awarded to contribute to the organisation of mobility
 - ✓ the arrangements for transfer of funds between the coordinator and each partner for
 - payment of the allowances (settling-in allowances, monthly subsistence allowances, extra- allowances for female scholarship holders)
 - payments for purchase of travel tickets;
 - management of funds available for participation costs and research costs
 - arrangement of an insurance scheme in line with the minimum insurance requirements (Annex X of the Grant Agreement)
- internal reporting mechanisms;
- conflict management mechanisms/dispute resolution in case of problems or tasks/activities not properly implemented or student complaints;
- any other relevant topic for the efficient implementation of the project.

Please note that in the text of the proposed model:

- *Sentences in italics, including footnotes*, are instructions only and must be read and deleted before the document is finalised.
- The text [in grey square brackets] is to be filled in or deleted as appropriate.
- All fields in grey (even if they are part of an option as specified in the previous item) are suggestions or examples to be discussed and replaced by appropriate decision of the partnership.

[Model]

Memorandum of Understanding

Grant Agreement Number: [Grant Agreement Number], hereinafter referred to as "the Grant Agreement"

Project Name and Acronym: [Project Name and Acronym], hereinafter referred to as "the project"

Project funding body: Education, Culture and Audiovisual Executive Agency (EACEA), hereinafter referred to as "the Executive Agency"

The present Memorandum of Understanding, hereinafter referred to as "the Memorandum", is made and entered into by and between,

[Name of the coordinating institution]

[registered address]

hereinafter referred to as the "coordinator", represented for the purposes of signature of this Memorandum by [Legal representative name], [Legal representative position], the legal representative as defined in the Grant Agreement [Agreement number],

and the following partners (including the technical partner):

1. [full official name of the partner Institution] – established in [country]
2. [full official name of the partner Institution] – established in [country]
3. [full official name of the partner Institution] – established in [country]
4. [full official name of the EU technical partner Institution] – established in [country]
- 5.

[idem for each partner]

hereinafter referred to as the "partners", represented for the purposes of signature of this Memorandum by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement.

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

The parties hereby have agreed as follows:

Article 1

Subject of the Memorandum of Understanding

1.1 This Memorandum defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the project.

1.2 The beneficiaries, undertake to do everything in their power to carry out the project forming the subject of this Memorandum, which falls within the framework of the Grant Agreement, concluded between the coordinator and the Executive Agency, related to the above-mentioned project.

1.3 The subject matters of this Memorandum are detailed in its annexes, as listed in Art. 18. The Call for proposal guidelines [EACEA/03/2019 or EACEA/07/2020]¹, Annex I of this Memorandum, the Grant Agreement terms and conditions and its annexes and Annex II of this Memorandum shall form an integral part of the present Memorandum, and take precedence over it.

1.4 The beneficiaries shall be bound by the terms and conditions of this Memorandum and any further amendment to it.

Article 2

Duration

2.1 This Memorandum shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period of the project laid down in the Grant Agreement².

2.2 The period of eligibility of the activities and the related costs subject of the Memorandum shall be in accordance to the dispositions of the Call for proposal guidelines and the Grant Agreement or any subsequent amendment to the latter.

2.3 The present Memorandum shall remain in force until the coordinator and the partners have been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency after the end of project's eligibility period.

Article 3

Obligations and responsibilities

3.1 General obligations and role of the beneficiaries

The beneficiaries:

- a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the project and schedule set forth in the Grant Agreement and its annexes, 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 implement all project activities, student and staff mobility in accordance with the provisions set out in the Intra-Africa Academic Mobility Scheme Call for Proposals guidelines [EACEA/03/2019 or EACEA/07/2020]³;
- c) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Memorandum, as well as with relevant national legislations;
- d) shall define jointly their specific role and responsibilities in carrying out the project activities, including participation in management bodies [management board/steering committee], selection procedures, promotion of the programme, support to the applicants and scholarship holders, etc. To this purpose a [Local Management Team] is established at each partner university according to their individual needs⁴.

¹ Please choose the relevant Call for your project.

² This article should be modified in case of bilateral agreements.

³ Please choose the relevant Call for your project.

⁴ Please define the management body/ies established by the partnership and by each partner – if applicable.

- e) define a clear selection procedure of students and staff, that guarantees the transparency of the selection process and equitable treatment of the individual applications.
- f) undertake to **sign**:
 - i. **student agreements** with students in mobility and the sending institutions on scholarship conditions, the rights and obligations, including financial arrangements and commitment to attend courses and undertake exams.
 - ii. **learning agreements or research plans** with selected students and sending institutions on an individual work programme and workload required to pass examinations.
 - iii. **mobility agreements** with selected academic/administrative staff and sending institutions on scholarship conditions, rights and obligations, including financial arrangements and the activity plan during the mobility.
- g) shall put in place agreed mechanisms for the recognition of periods of study, training, research and teaching between partner HEIs as well as with non-partner HEIs for the Target Group 2 students.
- h) shall take the necessary arrangements for the academic monitoring of scholarship holders.
- i) put in place the quality assurance strategy for internal and external evaluation of the overall project implementation, including management and cooperation arrangements, application and selection processes, institutional services and support provided before and during mobility, post-mobility periods, etc..
- j) define the sustainability strategy that will contribute to ensure the appropriate dissemination and exploitation of the project's results, as well as to guarantee positive impact at individual, institutional and national/regional level and to guarantee the financial and institutional sustainability of the project activities and results beyond the funding period.
- k) undertake to provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the project;
- l) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- m) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

3.2 Specific obligations and role of the coordinator

The coordinator undertakes to:

- a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- b) ensure the quality of the partnership communication, act as intermediary for all communication between the partners and the Executive Agency, and inform the partners of any relevant communication exchanged with the Executive Agency;
- c) inform the partners 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 partners, transfer funds to the partners without unjustified delay and in accordance with the dispositions for payments laid down in Article 4 of this Memorandum;
- e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Memorandum;

- f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- g) establish timely payment requests to the Executive Agency on behalf of the partnership, as per the dispositions of the Grant Agreement;
- h) provide the partners with all project contractual documents, such as the signed Grant Agreement and its annexes, the Call for proposal guidelines, the reports forms and project management practical information (available in the “Beneficiaries Space” of the programme’s website) and any other relevant document concerning the project.
- i) provide one copy of this Memorandum duly signed by all parties to all partners, as well as to the Executive Agency.
- j) transmit to the partners copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Executive Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of each partner (excluding the coordinator)

Partners undertake to:

- (a) ensure adequate communication with the coordinator and with the other partners;
- (b) take active part in the implementation of the project activities according to the Grant Agreement and the distribution of tasks as per the Memorandum and its annexes.
- (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 planned expenditure, 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 of name, address, or legal representative.

3.4 Specific obligations and role of the technical partner

The EU technical partner undertakes to:

- (a) transfer to the partnership knowledge and experience in coordinating multilateral projects and management of international mobility.
- (b) provide support to the management of the partnership.
- (c) provide advice and assistance to the organisation and the implementation of mobility.
- (d) contribute to the capacity development of the partner institutions and help the cooperation between them.

3.5 The mechanisms, procedures and arrangements agreed by the beneficiaries under Art. 3 are detailed in the relevant documents annexed to this Memorandum, as follows:

Please list here all the relevant Annexes. Here below some examples of documents that should be developed by the partnership and annexed to the Memorandum:

– Annex [IV] – Procedure for the Selection of the scholarship holders

- Annex [V] – Arrangements for Recognition of Studies
- Annex [VI] – Arrangements for the academic monitoring of scholarship holders
- Annex [VII] – Quality Assurance Procedures
- Annex [VIII] – Strategy for sustainability
- Annex [IX] – Promotion and dissemination strategy
- Annex [X] – Common package of services provided to scholarship holders
- Annex [XI] -

Article 4

Financing of the project activities and financial arrangements

4.1 Grant contribution and breakdown per partner institution

The maximum Intra-Africa grant contribution to the project and the form of this contribution is referred to in the Grant Agreement and is further detailed in Annex III of the Grant Agreement.

The beneficiaries undertake to agree on tasks to be carried out and the number of mobility flows to be sent or hosted by each partner institution. On this basis, they will decide the budget breakdown per partner institution (coordinator, partner and technical partner). The amounts should be in line with Annex III of the Grant Agreement.

4.2 The Intra-Africa grant contribution

The Intra-Africa grant contribution is awarded to the partnership under the form of:

- *lump-sums* to cover the costs incurred by the HEIs for the organisation of the mobility.
- *unit costs* for the implementation of mobility to cover the subsistence allowances, insurance costs, travel and visa expenses, and, where applicable, participation and research costs for mobile students.

4.3 Management of the budget allocated to the organisation of the mobility (lump-sums)

The transfer to the partners of the Intra-Africa budget needed for the organisation of mobility will be done by the Coordinator based on the following procedure:

The most convenient modality should be agreed by all the beneficiaries and should be detailed here. Some examples are given below:

Option 1 - Payment(s) in advance

Based on the agreed division of tasks and budget breakdown, the coordinator will transfer EUR [amount to be agreed among the partners] to each partner using the accounts registered in Annex [XII], within [xxx] weeks after the signature of this Memorandum.

The Annex [XII] should include the details of the dedicated bank account of each partner institution signed by its legal representative:

[Name of Bank]

[Address of branch]

[Name and address of account holder]

[Full account number (including bank codes)]

[IBAN account code]

These funds are allocated to cover project activities related to the organisation of mobility (including staff costs, organisation and travel costs for partnership meetings, participation in projects' meetings organised by the Executive Agency, activities to promote the scholarship opportunities or disseminate the projects' outcomes and results, tools in place for the selection of scholarship holders, etc.) .

The remaining budget is used by the project coordinator in order to finance the management and coordination of the project activities. *The nature and type of these activities can be further developed in this section.*

Option 2 - Reimbursement of costs incurred

Within [30] days of receipt of the necessary proofs⁵ of activity/expenditure, the coordinator will reimburse to the partner's account specified in Annex [XII] of this Memorandum the [part of the] costs actually incurred to implement project activities related to the organisation of mobility.

Option 3 – Mixed approach

The coordinator will transfer from the budget available for the “organisation of mobility” [part of] the estimated Intra-Africa grant contribution per partner identified under Annex [XI] of this Memorandum (i.e. budget breakdown per partner) to the partner's account specified in Annex [XII] of this Memorandum in advance of the actual activities/expenditures, in the following way:

1. [xxx]% of the agreed amount per partner from the Intra-Africa grant contribution at the time of signature of this Memorandum
2. [xxx]% of the agreed amount per partner from the Intra-Africa grant contribution within [xxx] days of the reception of the necessary proofs of expenditure/activity covering the amount of advance payment(s) already made.
3. [...]

Please also define the specific arrangements agreed for the management of funds related to the participation of the EU Technical Partner.

4.4. Management of the budget allocated to the implementation of the mobility (unit-costs)

The project funds allocated for the implementation of mobility will be calculated on the basis of the unit costs as defined in the Call for Proposals guidelines.

4.4.1 Subsistence and Settling-in Allowances

Please define here the modalities for managing/paying the subsistence and settling-in allowances and extra allowances for female scholarship holders. Here below an example:

The **host partner institutions** shall be responsible for paying to the scholarship holders the monthly allowances (settling-in, subsistence and the extra monthly allowances for women, if applicable) in line with the unit cost amounts as defined in the Call for Proposals guidelines.

After each selection round, the coordinator will send to the partners a list of selected scholarship holders per host partner institution. For each mobility the list shall indicate:

- a) the partner institution responsible for transferring allowances,
- b) the duration of the mobility flows,

⁵ Please clearly list the supporting documents required.

- c) the total amount of the allowances till the end of the mobility (including the settling-in allowances for students and extra allowances for female scholarship holders – if applicable)

Based on the above estimations, the coordinator will request an invoice from the host institutions in order to be able to make an annual advance payment from the budget available for the “implementation of mobility” to the account of each host institution, at the latest [xxx] months **before** the start of the mobility flows.

The host partner universities concerned will pay the scholarship holders **on a regular basis** and with no delay. Proofs of payment to the scholarship holders must be retained and reported to the coordinator on an [annual] basis, at the end of each academic year.

4.4.2. Participation and research costs

The total amount available for participation and research costs should be considered as a pool managed by the partnership to cover the costs related to hosting incoming student and to research activities respectively.

Beneficiaries should define here (or in a separate Annex) how the participation/research costs funds will be managed, how they will be allocated per partners and per mobility – within the limit of the funds available for this purpose.

[...]

In addition, they should define the modalities for claiming the participation/research costs. Here below an example:

When, based on the provisions of the Call for proposals guidelines, the host institutions is entitled to claim participation costs, an official document confirming these costs per academic year needs to be signed by its legal representative and sent to the coordinator. The coordinator shall transfer the relevant amount to the host universities.

When, based on the provisions of the Call for proposals guidelines, the host institutions is entitled to claim research costs, an official document confirming these costs needs to be signed by its legal representative. The coordinator shall transfer the relevant amount to the host universities.

4.4.3 Travel and visa costs

The total amount available for travel and visa costs should be considered as a pool managed by the partnership to cover the costs incurred for the travels and visa procedures of the scholarship holders in order to carry out the mobility.

The beneficiaries should define here the modalities to cover such expenses. Here below an example of centralised procedure:

The coordinator is responsible for finding an adequate travel agency, which will be responsible for organising **return travels** for the students and staff in mobility.

The following procedure will be implemented:

- The coordinator sends a list to the travel agency indicating the scholarship holders’ name, gender, nationality, date of birth, their start and end date of mobility and the maximum amount of travel costs per person (based on the provisions of the Call for Proposals guidelines),
- The travel agency organizes plane tickets according to the scholarship holder’s request and in adherence to the list sent by the coordinator. The cheapest fare should be applied.

In case the cost of the flight tickets is exceeding the maximum amount of travel costs or destinations and/or travel dates are different than indicated in the list, the travel agency must contact the coordinator for approval. The travel agency shall send e-tickets including cancellation insurance to the scholarship holders.

If the scholarship holders would like to travel by bus or train, the host institution is responsible for reimbursing the related costs for a maximum amount of travel costs as indicated in the Call for proposal guidelines.

In this case, the scholarship holders should submit their request to the project coordinator for reimbursement within [four weeks] after the end of mobility at the latest.

The coordinator will reimburse such costs to the hosting institution upon reception of the proof of expenditure.

Visa costs reimbursement

The beneficiaries should define here the modalities to cover expenses related to visa procedures. Here below an example:

[Each host institution partner/The coordinator] is responsible for reimbursing visa costs. Scholarship holders should submit their request for reimbursement within [xxx] weeks after the beginning of mobility at the latest.

4.4.4 Insurance costs

The beneficiaries are responsible for ensuring adequate insurance arrangements for the scholarship holders benefiting from a mobility period according to the procedure below.

The insurance coverage should be in line with the minimum insurance requirements (Annex X of the Grant Agreement).

The insurance policy must be made available to the scholarship holders already at the time [of applying for a visa].

The management of the insurance will be [centralised (by the coordinator)/decentralised (by each hosting partner)].

The beneficiaries should define here the modalities to cover such expenses. Here below an example of centralised procedure:

The coordinator will find an adequate insurance company and will organise and pay all insurance coverage packages (travel, health, accident) for the entire the duration of each mobility.

In cases of legal obstacles to implement the central insurance coverage for one of the host countries, the host partner concerned takes the responsibility for organising and paying adequate full insurance coverage packages for its incoming scholarship holders according to their legal obligations and respecting the minimum insurance requirements (Annex X of the Grant Agreement). In those cases, all individual insurance policies must be kept and reported to the coordinator on an [annual] basis, at the end of each academic year.

The unit cost allowed for the insurance amounts to 75 EUR per month per scholarship holder.

4.5 Beneficiaries are obliged to use the Intra-Africa grant contribution exclusively for the purposes defined by the project and in accordance with the terms and provisions of the present Memorandum, the Grant Agreement and its annexes.

Intra-Africa grant amounts received in advance and not used by the partners shall be reimbursed to the coordinator at the latest [xxx] days after the end of the project's contractual period.

In accordance with its accounting system, each partner is responsible and accountable for justifying its costs relating to the implementation of the mobility. Any ineligible cost incurred will be borne by the concerned partner.

All proofs of the payments made by the partners must be kept and provided to the coordinator on an [annual] basis.

4.6 The costs of financial transfers can be financed from the budget available under "organisation of mobility" and shall be borne as follows:

Please define here the provisions for the costs of dispatch/receipt charged by the bank of the coordinator/beneficiaries.

4.7 Exchange rate

In order to avoid any loss due to local currency fluctuations, beneficiaries should use a project dedicated account or sub-account in Euro, US Dollar or a local currency pegged to Euro or US Dollar. Where this is not possible due to national legislations, the costs due to currency fluctuations [...]

Please define the modality for currency conversion from EURO into local currency when making payments between the partners and to scholarship holders. Modalities to manage additional costs that might occur due to currency fluctuation should also be defined.

Article 5

Reporting

5.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the partners commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

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

5.3 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all related documents and proofs of expenditure for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out in the Call guidelines and in the Grant Agreement.

Article 6

General administrative provisions

6.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator:

[Name of the coordinating Institution]

[Project manager name]

[address]

[email]

For the partners:

[Name of the partner institution]

[Project manager name]

[address]

[email]

[Name of the partner institution]

[Project manager name]

[address]

[email]

[Name of the partner institution]

[Project manager name]

[address]

[email]

[Name of the EU technical partner institution]

[Project manager name]

[address]

[email]

6.2 Any changes to the above information should be communicated in a timely manner to all partners.

Article 7

Promotion and visibility

7.1 The beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any activities organised to capitalise on, exploit/disseminate the results of the project, according to the Promotion strategy defined in Annex **[IX]**.

7.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Intra-Africa Academic Mobility Scheme, and must comply with the visibility rules laid down in the Grant Agreement and illustrated in the visual identity guidance available in the “Beneficiaries space” of the programme website.

Article 8

Confidentiality and data protection

8.1 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.

8.2 All personal data contained in or relating to this Memorandum shall be processed in accordance with the dispositions of the Grant Agreement.

Article 9

Ownership and property rights

9.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with the Grant Agreement.

9.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 10

Liability

10.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Memorandum, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

Article 11

Conflict of interest

11.1 The beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Memorandum. 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.

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

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

Article 12

Working languages

12.1 The working language of the partnership shall be [working language]⁶.

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

Article 13

Conflict resolution

13.1 In case of conflict between the partners resulting from the interpretation or the application of this Memorandum, 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.

13.2 Disputes should be addressed in writing to the project's [Steering Committee (or a body consisting of representatives of all the project partners)] - *define here the composition and tasks of the body in charge of conflict resolution and the enforceability of its decision* - that will mediate in order to resolve the conflict.

⁶ *The working language must be understood and spoken by all parties involved in the consortium.*

Article 14

Applicable law and jurisdiction

14.1 This Memorandum is governed by the [name of the chosen country] law, being the law of the coordinator's country.

14.2 In case of any disputes on matters under this Memorandum, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of [name of the chosen country].

14.3 If any provision of this Memorandum 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 all parties.

14.4 If any provision in this Memorandum should be wholly or partly ineffective, the parties to this Memorandum undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 15

Termination of the Memorandum

15.1 In the event that any of the beneficiaries fail to perform any obligations under the present Memorandum or the Grant Agreement, the coordinator may terminate their participation in the project, upon formal written authorisation by the Executive Agency.

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

Article 16

Force Majeure

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

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

Article 17

Amendments

17.1 Any amendments to this Memorandum must be made in writing by means of an addendum, and become effective when signed by the authorised legal representatives of all parties. No oral agreement may bind the parties to this effect.

17.2 The amendment(s) may not have the purpose or the effect of introducing changes which might call into question the dispositions of the Grant Agreement.

17.3 Necessary revisions in the documents enclosed to this Memorandum as Annexes – from Annex [IV] to Annex [X] - may be agreed by the [Steering Committee/Management Board] representing all beneficiaries and shall be communicated to all parties.

Article 18

Annexes

List of annexes:

Annex I – Call for proposal guidelines [EACEA/03/2019 or EACEA/07/2020] – link to the call page on the website

Annex II – Copy of the signed Grant Agreement and existing amendments

Annex III – Practical information on project management related to [EACEA/03/2019 or EACEA/07/2020] - link to beneficiaries space on the website

Annex IV – Procedure for the Selection of the scholarship holders

Annex V – Arrangements for Recognition of Studies

Annex VI – Arrangements for the academic monitoring of scholarship holders

Annex VII – Quality Assurance Procedures

Annex VIII – Strategy for sustainability

Annex IX – Promotion and dissemination strategy

Annex X - Common package of services provided to scholarship holders

Annex XI – Budget breakdown per partner

Annex XII – Details of beneficiaries' bank accounts

Please add any other annexes as deemed necessary

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

For the Coordinator

The legal representative

[Name]

For the Partner

The legal representative

[Name]

Signature and stamp

Done in [City name]

Date [DD/MM/YYYY]

Signature and stamp

Done in [City name]

Date [DD/MM/YYYY]

For the Partner

The legal representative

For the Partner

The legal representative

[Name]

Signature and stamp

Done in [City name]

Date [DD/MM/YYYY]

For the Partner

The legal representative

[Name]

Signature and stamp

Done in [City name]

Date [DD/MM/YYYY]

For the EU Technical Partner

The legal representative

[Name]

Signature and stamp

Done in [City name]

Date [DD/MM/YYYY]

[Name]

Signature and stamp

Done in [City name]

Date [DD/MM/YYYY]

For the Partner

The legal representative

[Name]

Signature and stamp

Done in [City name]

Date [DD/MM/YYYY]