

## AGREEMENT

For the implementation of a Research Initiatives' Project, part of the IUC Research Initiatives' programme (RIP)  
in the framework of the VLIR's Own Initiatives' Programme 2010

between the undersigned

the **Vlaamse Interuniversitaire Raad (VLIR)**,  
Ravensteingalerij 27, 1000 Brussels,  
represented by professor P. SORGELOOS, VLIR-UOS Chairman,  
and mrs K. VERBRUGGHEN, VLIR-UOS Director,  
hereinafter referred to as 'VLIR',

and

the **Universidad Mayor de San Simón**, Bolivia,  
represented by J. Rios del Prado, Rector,  
hereinafter referred to as 'the local institution'  
and Professor Danny Rejas Alurralde, promoter of the present project,  
hereinafter referred to as 'the local promoter'

regarding:

<b>Project title</b>	Ecological and anthropogenic factors controlling mercury concentrations in edible fish of the Bolivian Amazon basin
<b>Local institution + country</b>	Universidad Mayor de San Simón, Bolivia
<b>Local promoter</b>	Prof. Danny Rejas Alurralde
<b>Flemish institution</b>	Katholieke Universiteit Leuven
<b>Flemish promoter</b>	Prof. S. Declerck
<b>Budget</b>	€ 98.162,40
<b>VLIR-UOS reference</b>	ZEIN2010RIP08
<b>VLIR-UOS serial number</b>	2010 - 7

hereinafter referred to as 'the project'

### Article 1 – Legal framework

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

1. the General Agreement on development cooperation between the Belgian State and the Flemish Universities (VLIR), entered into in Brussels on 18 May 1995, as amended by the Annex to the General Agreement signed on 18 December 1997;
2. The Special Agreement on the Own Initiatives between the Belgian State and the Flemish Universities (VLIR) entered into in Brussels on 19 December 1997; Both silently renewed by



- the Minister of Development Cooperation's approval on 5 May 2008 of the five-year plan for VLIR's university development cooperation for 2008-2012;
3. the VLIR/Directorate-General for Development Cooperation (DGDC) guidelines for the management of projects and projects and the submission of activity reports and financial reports to supplement the Special Agreement on Institutional University Cooperation of 16 May 1997 and the Special Agreement on Own Initiatives of 19 December 1997, as approved on 10 December 1998;
  4. the approval by written procedure on 22 October 2009 of this Research Initiatives' Project by the Bureau UOS;
  5. the Minister of Development Cooperation's approval on 21 February 2010 of VLIR's Own Initiatives' Programme 2010, including a budget for the Research Initiatives' Project (RIP) 2010;
  6. the Minister of Development Cooperation's approval of VLIR's Institutional University Cooperation Programme on 21 February 2010, where the RIP project content-wise is a part of.

### **Article 2 - Object**

This Agreement establishes the terms of execution of the RIP 2010 project "Ecological and anthropogenic factors controlling mercury concentrations in edible fish of the Bolivian Amazon basin" in Bolivia of professor Danny Rejas Alurralde, including the use of funds made available by VLIR, and the way reports are to be made and submitted by the promoter to VLIR.

### **Article 3 - Terms of execution**

- 3.1. The project is approved for a maximum term of 4 years. The project shall be realised by the local institution and led by the local promoter, in accordance with the formal framework as defined by the Research Initiatives' Project 2010 and the project budget, as approved for the project on 21 February 2010 by the Minister of Development Cooperation. In principle, a year of operation comprises a term of no more than twelve months. The starting and closing dates of the project under the present contract are 01 /04 /2010 and 31 /03 /2014 .
- 3.2. The local institution will manage the implementation of the project as described in annex 2 of this agreement. The local institution has designated a promoter. The promoter is in charge of the implementation of the project. The promoter will be responsible for the optimal utilisation of the input provided by VLIR.
- 3.3. The local institution entrusts the entire execution, including the administrative and financial management and the academic guidance of the project, to the promoter. The promoter is responsible for:
  - the general coordination of the execution of the project, including the organisation and the follow-up of the management of expenditure;
  - timely reporting (both financial and narrative) to VLIR, as defined in Article 6.
- 3.4. The local institution is committed more specifically:
  - 1° to take all necessary steps to ensure a smooth implementation of the project;
  - 2° to ensure that the facilities acquired through past or present projects or programmes funded by VLIR will be made available when 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. They will confer on a regular basis in order to manage the implementation of the project efficiently and effectively.

- 3° 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;
- 4° to provide the organisational resources, including administrative support, for the implementation of the project according to the agreed time schedule.
- 5° to take charge of unloading, clearing and transportation within Bolivia of the equipment, sent under the project;
- 6° to take all necessary measures for the installation, custody, maintenance and insurance of this equipment and to assure that all equipment provided under the project remains at the disposition of the staff responsible for the implementation of the project;
- 7° 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 local 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;
- 8° to ensure systematic follow-up, both administrative and financial, of the implementation of the project;
- 9° to guarantee timely submission of the reports/documents required (cf. Article 6) to VLIR.

#### ***Article 4 – Procurement and purchase procedures***

##### **4.1. The local institution is committed:**

- 1° to take charge of the purchase and transportation of equipment up to the port of entry in Bolivia. 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 project will be officially handed over to the local institution. The handing over will be effected by means of an official contract which the local institution needs to submit to VLIR within two months after the end of the project. All investment equipment procured with project resources must be included in the inventory of the partner institution;
- 2° to ensure that all equipment and consumables, to be supplied under the project and to be imported into Bolivia, are exempted from custom duties or any other type of taxation or other restrictive rights. If provided by the laws applicable in Bolivia, the local 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 Bolivia is not granted, the local institution shall pay these duties for the goods it will receive from its own resources;

##### **4.2. All purchases of materials and equipment made in Belgium in the framework of the implementation of the project amounting to more than €5,500, exclusive VAT, will be done in accordance with the Belgian legislation regarding public procurements.**



For all purchases of materials and equipment made in Bolivia in the framework of the implementation of the project amounting to more than €5,500, at least three offers must be obtained. The choice of suppliers and providers needs to be motivated.

- 4.3. No VAT may be charged on purchases made in Belgium intended for export to Bolivia. VAT may be charged to the project budget for small purchases up to €125.

**Article 5 - Grant and payments**

- 5.1. Payments to the local institution shall be made on the following bank account

Account holder	UMSS - Donaciones
Bank	Banco de Crédito de Bolivia S.A.
Account n°	301-5023074-3-54
IBAN	
SWIFT	BCPLBOLY

Payments to the VLIR will be made on account number 780-5911241-74 (IBAN BE16 7805 9112 4174, BIC GKCCBEBB).

- 5.2. 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 project can be implemented according to schedule.
- 5.3. DGDC and VLIR allocate a grant of € 98.162,40 to the local institution for the execution of the project. This grant shall be used exclusively for the execution of the project, as described in the project proposal with accompanying budget in Annex 2.

The approved grant per year of operation of the project is:

	€
• First year of operation	21.075,60
• Second year of operation	34.253,10
• Third year of operation	27.690,60
• Fourth year of operation	15.143,10
Total	98.162,40

- 5.4. The grant will typically be paid in four three-monthly instalments in each year of operation for the duration of the number of years of operation provided for in the Agreement. These instalments shall be deposited on a bank account indicated by the local institution (cfr. Art. 5.1.).

The first instalment of 25% of the budget provided for the first year of operation shall be paid out by VLIR within four weeks of the agreement between the local institution and VLIR being signed, provided the credits concerned are received from DGDC. The second instalment of 25% of the amount provided for the year of operation in progress shall be deposited on the abovementioned account around 1 July of the reference year and subject to receipt by VLIR from DGDC of the second instalment of the abovementioned state grant.

The third instalment of 25% of the amount provided for the year of operation in progress shall be deposited on the abovementioned account around 1 October of the reference year and



subject to the receipt by VLIR from DGDC of the third instalment of the abovementioned state grant.

The fourth and last instalment of the amount provided for the year of operation in progress shall be deposited on the abovementioned account around 1 January of the reference year + 1, subject to the receipt by VLIR from DGDC of the abovementioned state grant.

For multi-year projects the same deposit system applies for subsequent years of operation, provided VLIR receives the DGDC grant and on the understanding that, in principle, the second and following instalments of the following year of operation shall be deposited only after receipt of the annual report as referred to in Article 6.

- 5.5. Credit transfers are permitted between project budget lines every year of operation provided that the total transferred amount is not more than 15% of the budget approved for the project for the relevant year of operation. Transfers in excess of 15% must have the prior permission of VLIR, which will consult the DGDC. Transfers of budgets from one year of operation to another must also be applied for from VLIR, in accordance with the guidelines established for this (cfr. Annex 5). Please contact the VLIR-UOS IUC Programme officer for RIP if transfers are needed. The justification period starts on 1 April 2010.
- 5.6. Any balance of the grant not used or not accepted by VLIR, DGDC or eventually the Audit Office at the end of the project must be returned to VLIR 1 month after having received the final settlement letter from VLIR-UOS.
- 5.7. The budget will be administered by the local institution. To that end in principle a separate account is to be opened in Bolivia by the local institution (cfr. Art 5.1.).

The total amounts of each budget line are determined annually and are specified in annex 2 which forms an integral part of this agreement.

#### **Article 6 - Reporting and financial statements**

- 6.1. The promoter must submit to VLIR annual reports by 1 June of the reference year + 1 and a final project report within two months after the end of the project and by 1 June 2014 at the latest. This final report comprises an activity report covering the same period. Each report to VLIR must be submitted first in a digital format, addressed to Mr Luc Janssens de Bisthoven ([luc.janssensdebisthoven@vliruos.be](mailto:luc.janssensdebisthoven@vliruos.be)). After control and feedback on the digital report, VLIR will ask the promoter a final version in both hard copy duly signed and digital format. The reporting format is available on the IUC website ([www.iuc.vliruos.be](http://www.iuc.vliruos.be)) under IUC Crosscutting > Research Initiatives Programme or through the IUC Programme Officer.
- 6.2. Financing will be based on timely reporting.
- 6.3. The VLIR reference (ZEIN2010RIP08) must be stated in all correspondence with VLIR on the project.
- 6.4. VLIR must be identified as the project financier in all official communications and publications. The VLIR logo can be requested from [info@vliruos.be](mailto:info@vliruos.be).
- 6.5. All expenditure must be proved by original invoices or other documents. These should not be attached to the financial report if they are available at the registered office of the local institution, should VLIR, DGDC or the Audit Office request them.



- 6.6. Coordination costs are costs incurred as part of the organisation and coordination of a project. These costs cannot be recovered/recognised in the other budget lines. In accordance with the VLIR/DGDC guidelines, these coordination costs are 5% of the total expenditure (budget line A to D). Proof of these coordination costs is required in the form of a receipt signed by the person competent to sign on behalf of the university. The statement, with all the models, must be signed by the natural person competent to sign on behalf of the local institution.
- 6.7. The reporting terms and conditions may be adapted by VLIR at any time. The promoter must report to VLIR in accordance with these new models as from the year following the year of operation in which VLIR notified the promoter of the new models.
- 6.8. The local institution undertakes to submit a full statement to VLIR every year of all its expenditure and income as part of the execution of the project. A financial statement should be written in English or French. The financial report will follow the overall VLIR guidelines for the Own Initiatives' Programme, as well as the financial guidelines which form an integral part of this agreement (cfr. Annex 4). The layout of the statement must correspond to the following models:
- model I A : table of income.
  - model I B : general overview of the actual expenditures (on the local account), set out per budget item, and compared to the approved budget, per budget item.
  - model I D : overview of the expenditures on the local account, set out per budget item.
  - model II B : overview of the transactions on the local account.

An information document on the exchange rate calculation must be attached to the statement.

#### **Article 7 – Control and evaluation**

- 7.1. Payment of the grant entitles VLIR and DGDC to monitor the execution of the project and the use of the grant at any time. This monitoring relates to the execution of the project and to bookkeeping. The local institution must therefore have a completely separate bookkeeping system for this project.
- 7.2. VLIR shall assess whether project expenditure is in compliance with the guidelines. VLIR shall reject expenditure in the event of non-compliance.
- 7.3. If DGDC or the Audit Office rejects expenditure or demands partial repayment of the grant, as stated in Article 5, VLIR shall hold the local institution liable and recover the amounts in question from the local institution.
- 7.4. VLIR and/or DGDC shall monitor and evaluate the project. VLIR and DGDC may conduct an interim evaluation at any time and arrange a monitoring or evaluation stay as part of this.

#### **Article 8 - Termination**

- 8.1. VLIR reserves the right, in case of problems in execution of the project with the local institution, to suspend the cooperation, or to take any other decision in this regard. VLIR will only do this after prior consultation with the respective promoters and on a documented basis. In that case, VLIR will inform all parties involved without delay.



- 8.2. 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 ;
- 8.3. 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.
- 8.4. 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.

#### ***Article 9 - Final provisions***

- 9.1. 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.
- 9.2. 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.
- 9.3. 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).

- 9.4. 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.
- 9.5. 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.

- 9.6. 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, by fax with a confirmation sheet or by registered mail (with acknowledgement of receipt) to the address indicated below :

VLIR-UOS  
Bolwerksquare 1A  
1050 Brussels  
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, and the next working day if sent by fax.

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.

- 9.7. Each Party shall bear its own costs incurred in the preparation and negotiation of this Agreement.
- 9.8. 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.
- 9.9. 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.

#### **Article 10 – Annexes**



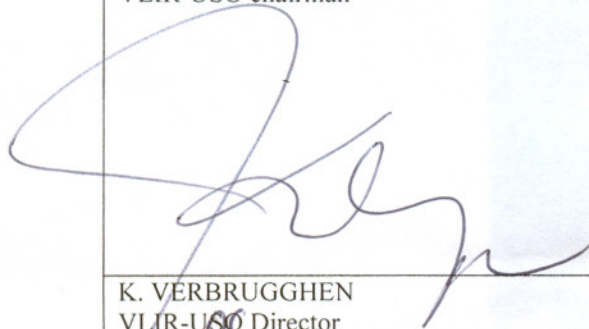


The following annexes constitute an integrated part of this agreement:


- Annex 1: Project budget, approved by the Minister of Development Cooperation
- Annex 2: 2a\_Project proposal  
2b\_Project budget
- Annex 3: Reporting format (available on [www.iuc.vliruos.be](http://www.iuc.vliruos.be) , under IUC Crosscutting > Research Initiatives Programme)
- Annex 4 : Financial guidelines
- Annex 5 : 5a\_Format for a budget reallocation or budget transfer request for a Research Initiative's Project (narrative)  
5b\_Format for a budget reallocation or budget transfer request for a Research Initiative's Project (financial)





Agreed and signed in duplicate in Brussels on 31 March 2010. Each party has received one copy

On behalf of VLIR 	On behalf of the Universidad Mayor de San Simón 
P. SORGELOOS VLIR-USO chairman 	Mgr. J. Rios del Prado Rector 
K. VERBRUGGHEN VLIR-USO Director 	Prof. Danny Rejas Alurralde Promotor

  
Ing. Esp. Jaime Orellana J.  
DIRECTOR DE RELACIONES  
INTERNACIONALES Y CONVENIOS  
UNIVERSIDAD MAYOR DE SAN SIMON