

CONSORTIUM AGREEMENT

**Consortium Agreement
for the
Erasmus Mundus Master Course
“European Master in Social Work with Families and Children”
(MFAMILY), hereinafter referred to as “the action”**

The University of Stavanger (UiS), established at 4036 Stavanger, Norway, represented by Ole Ringdal, Director of Academic Affairs, **Coordinating Institution**, and

ISCTE - University Institute of Lisbon (ISCTE- IUL), established in Avenida das Forças Armadas, 1649-026, Lisboa, Portugal, represented by Prof. Maria de Lurdes Rodrigues, Rector and

University of Gothenburg (GU), established at Vasaparken Box 100, S-405, 30 Gothenburg, Sweden, represented for the purposes of signature of this agreement by Hans Abelius, Head of Office, International Centre, and

Makerere University (Mak), established at Kampala, P.O. Box 7062, Uganda, represented by Prof. Barnabas Nawangwe, Vice-Chancellor

each Partner have agreed to the terms and conditions of this *Consortium Agreement*. In the Consortium Agreement the parties will collectively be referred to either as “Partners” or “the Consortium”.

Article 1 – Objectives of the Consortium Agreement

On the basis of the Consortium Agreement, the Partners shall contribute to the action as required following the *Grant Agreement entered into by the Coordinating Institution and the EACEA of the Commission of the European Communities (CEC) under the Erasmus Mundus Framework programme (Erasmus +)*.

Article 2 – Entry into Force and Duration

§1. **The action** commences on 1 November 2017 and 3 biennial editions will be offered by the Partners (2018-2020, 2019-2021, 2020-2022, respectively).

§2. The Consortium Agreement shall enter into force after its signature by all parties but shall have a retroactive effect from 1 November 2017. It shall be valid as long as the *Grant Agreement* is valid. It shall be renewable and modifiable by mutual agreement of the Partners, and following any new proposal selected by the EACEA. To be valid, all changes and modifications must be done in writing and signed by the authorised representatives of each Partner.

§3. If a Partner wishes to leave the Consortium before the end of the *Grant Agreement*, the Partner is obliged to discuss this with the remaining Partners and shall follow the rules stipulated in the *Grant Agreement*.

Article 3 – Scope

§1. The action to be implemented by the Partners is described in Annex I (“Description of the action”) to the Grant Agreement. Each Partner has approved its relative contribution to the realisation of the action in compliance with Grant Agreement. Any changes to the action must be approved by all the Partners and, if necessary, be validated by the EACEA.

Article 4 – Responsibilities

Article 4a) Responsibilities of the Coordinating Institution

§1. The Coordinating Institution is the intermediary between the Partners and EACEA and shall, in addition to its responsibilities as a Partner, perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement. The Coordinating Institution has the financial responsibility for the program.

§2. The MFAMILY Coordinator is the representative of the Coordinating Institution in this Consortium Agreement.

§3. The Coordinating Institution will provide the EACEA with all the required reports on the implementation of the action, including financial management, according to the *Grant Agreement*.

§4. The Coordinating Institution shall in particular be responsible for the following activities:

- General coordination and initiation of MFAMILY activities in collaboration with the Partners
- Coordination of the decision making procedure
- Preparation and execution of the Consortium Committee’s two annual meetings
- Creation of tools shared between the Partners such as the actions website, information materials, application forms, evaluation and quality assurance guidelines tools etc.
- Payment of Erasmus Mundus grants to students and scholars involved in MFAMILY
- Calculation of participation costs and distribution of funds to Partners
- Information regarding the number of students pursuing their studies in each institution, and the academic data necessary for their registration at each Partner institution
- Payments of invoices resulting from MFAMILY programme general activities (except for Partners' participation, Article 6, even if occurring at a Partner, when the Consortium has agreed on the expenses; when the costs are eligible under the Coordinating Institution criteria, reasonable, and fitting with the current budgeting of the Consortium allocation.
- Notifying students about the results of the selection and providing them the necessary documentation for VISA procedures: Award Letter, Insurance Certificate, Certificate on Award issued by the EACEA
- Provision of an insurance scheme according to Erasmus Mundus guidelines.
- Preparation of complementary proposals and applications within the Erasmus Mundus programme
- Preparation and communication of administrative and financial reports to the Consortium for each session of the MFAMILY course
- Development of communication and social media tools (documents for promotion and presentation, website)
- Organisation of student and scholar selection processes
- Management of Quality Assurance
- Certification of the joint degree

Article 4b) Responsibilities of the Partners

§1. The Partners shall discharge the duties and obligations contributing to the successful implementation of **the action** in accordance with the requirements set out in the *Grant Agreement*. Each Partner shall carry out the work responsibly and in such a way as not to constitute any breach or non-compliance with their respective obligations under the *Grant Agreement*.

§2. The Partners shall promptly provide the Coordinating Institution with the information necessary to prepare the reports required by the **EACEA**. The Partners shall be aware that payment of the student scholarships and of the funds allocated to each Partner are subject to timely submission of the financial reports by the Partners to the Coordinating Institution; then by the Coordinating Institution to the **EACEA**.

EACEA arranges the **pre-financing payment**. Instalments account for 70% of the financing. Further payment is made only when 70% of the pre-financing has been spent, and within 90 days from the submission of the financial report, if approved by the **EACEA** (see *Framework Partnership Agreement and Specific Grant Agreements*).

§3. When submitting invoices to the Coordinating Institution, resulting from activities within the action as mentioned in Article 4a §4, the Partners shall meet the financial and administrative requirements of the Coordinating institution as mutually agreed upon.

§4. Each Partner shall organize and realize the **MFAMILY** activities/courses in its own institution, and specifically:

- The implementation and promotion of the **MFAMILY**.
- The management of funds distributed by the Coordinating Institution. Financial administration of each Partner shall guarantee the correct use of funding for the given posts in compliance with Annex 1 MFamily Consortium Budget (Agreement nr 2017-1935/001-002)
- Overall assistance to students and scholars visiting its institution, prior to and during their stays, particularly with regard to the VISA obtention, the documents required by its national immigration policy and by providing all the documentation and explanation to assist the applicants.
- Advising students and scholars on the national immigration policy during their stay
- Academic admission and registration of students
- Arrangement and booking of accommodation for students
- As the hosting university of the first semester, ISCTE will support students to open bank accounts upon their arrival.

§5. Each Partner appoints a Course Coordinator to co-ordinate operation of the course at the partner institution and to provide a first communication link with the Consortium Coordinator. The Partners will notify the Coordinator immediately of any change in the identity of the Course Coordinators.

Article 4c) Consortium Committee

§1. The Consortium Committee will consist of at least one representative for each of the Partner Universities. The minimum quorum for formal meetings of the Consortium Committee shall be one member from each Partner.

§2. The Consortium Committee shall meet formally at least twice per year, preferably in person. It shall discharge the following responsibilities:

- Conducting recruitment and selection of all students and nominating students for scholarships according to the criteria set out in the Erasmus Mundus application and contract.
- Overseeing the modification or addition of new criteria for student selection.
- Ensuring counselling, welfare and discipline of students in accordance with the Erasmus Mundus procedures and regulations.
- Designing and administering of internal evaluation procedures for the **MFAMILY** programme including yearly evaluation of programme outcomes, staff and student evaluations, and

alumni follow-up. These results are to be shared with the appropriate institutional committees at each Partner institution.

- Providing periodic reports to the European Commission as designated in the Erasmus Mundus contract.
- Setting policy, reviewing course content and structure, making adjustments to the running of the course in order to ensure compliance with the Erasmus Mundus contract and objectives and also with the degrees which the Partners have committed to award to successful students.
- Approving any promotional materials, web-based materials, or in general any public documents which describe the MFAMILY and the Erasmus Mundus program of which it is a part.
- Maintaining good conduct and standards within the MFAMILY generally, so as to avoid any matter which in the reasonable opinion of the Partners is prejudicial to its business or reputation and the promotion of its courses.
- Reviewing annually whether the distribution of students and also their registrations for fee calculation purposes is appropriate and fair, and where necessary instigating steps to mitigate any problems noted.
- Performing all its responsibilities under this Agreement with all due care and diligence so as to enhance the reputation of the parties.
- Responsibility for the oversight and maintenance of academic standards in collaborative provision rests with Partner institutions for each of their respective contributions to the scheme. Responsibility for any amendments to the curriculum for collaborative courses rests with the Consortium Committee which must ensure the consultation and approval of the appropriate Partner institutional committees as appropriate.
- Cooperating fully with any Partner in managing students' complaints under its own regulations.

§3. At least one representative per Partner University is appointed to be a member in the Consortium Committee Selection Board. The Selection Board is responsible for the selection of students according to the MFAMILY Admission Regulations.

Article 5 – Decision Taking in the Consortium Committee

§1. Decisions in the Consortium Committee shall be taken during meetings, video-conferences, or by means of email, mail, or telefax consultation.

§2. All 4 Partners shall be consulted in the matter of a vote. Due to the nature of the means of consultation, all Partners shall acknowledge receipt of the question submitted to them to the Consortium Coordinator within four calendar days, and submit their vote to the Consortium Committee within ten calendar days. Should a Partner's representative fail to acknowledge receipt or fail to be reached within four calendar days, the Consortium Coordinator shall immediately make every effort to contact the second representative to vote within ten calendar days. If unable to take a decision by himself/herself, the latter shall resort to §5 of this Article. Should the Consortium Committee fail to contact a substitute, the decision shall be postponed for seven calendar days. If the same Partner fails again to be reached, the decision shall be voted upon by the remaining Partners. The Partners shall commit themselves to not blocking a decision by purposefully not acknowledging receipt. Questions shall not be submitted to vote during legal holidays. Decisions regarding the activities of one Partner in particular shall not be voted in the absence of the said Partner.

§4. Each Partner shall have one vote. Decisions shall be taken by a majority of three-quarters (3/4) of the votes of the attendants with voting power. Should there be no clear majority, the Consortium Coordinator will be given an extra vote to settle the discussion.

§5. A Partner can request to delay the vote by fifteen calendar days to consult with the institution or to produce documents that may affect its decision.

§6. Representative in the Consortium Committee shall take every precaution to ensure that his/her decision is in agreement with his/her collaborators, institutional practices and legal obligations.

§7. A Partner, who can demonstrate that a decision goes against its administrative procedures or against Grant Agreement (Annex 1), has the right to exercise veto with respect to the corresponding decision or relevant part of the decision. Its demonstration shall be supported by legal documents. In case of exercise of veto, the Partners shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all.

§8. Upon request from a Partner, formal notice, consent or approval shall be given to confirm a decision taking. Such notices shall be signed by the Consortium Coordinator and shall either be served personally or by registered mail.

Article 6 - Funding distribution and use

§1. The funds from EACEA, referenced in the Grant Agreements (Annex 2), are paid to the Coordinating Institution. For details see Annex 1 to the Consortium Agreement.

Article 6a) - Allocation of funds, lump sum and participation costs

§1. 100% of the lump sum will go to the coordination institution for management of the Consortium and scholars. See further details below as well as the attached budget. 25% of income from participation costs will go to administration of the Programme at the coordinating institution.

75% of the income from the participation cost will be distributed according to the ECTS and supervision Partners provide.

Following numbers (in Euro) are based on 22 students.

Division of Participation	Allocation %
Program Adm at UiS	25 %
Hosting at ISCTE - semester 1	18,75 %
Hosting at UiS - semester 2	18,75 %
Hosting at GU - semester 3	18,75 %
Hosting - semester 4** UiS	4,69 %
Hosting - semester 4** ISCTE	4,69 %
Hosting - semester 4** GU	4,69 %
Hosting - semester 4** Mak	4,69 %
	100,00 %

The major part of teaching and supervision in MFAMILY is contributed by Partner institutions' current staff (see A3.2 in Award Criteria). Hence, all consortium income generated from participation fees will serve the purpose of implementing the MFAMILY through providing students with excellent study conditions and facilitating a smooth work flow for both students and teachers. Partners will use allocated funds to enhance teaching quality by organizing tutorials and lectureships, hire guest

lecturers and student assistants, language courses in the first three semesters, teaching and library equipment.

The lump sum will be used exclusively for consortium coordination and management, which includes consortium administration, two Consortium Committee meetings annually and the costs thereof.

§2. Should an enrolled student fail to participate in part or full in the MFAMILY programme and he/she is not replaced by another student, the Consortium Committee Coordinator shall have to return part or the totality of the grant to the EACEA. If clearly required by EACEA, the Partners shall renounce the funds due, and return the corresponding funds to the Coordinating Institution, including those corresponding to registration if the enrolled student never came to the Partner institution.

§3. The remainder of the participation costs received by the Coordinating Institution together with the Consortium allocation shall cover expenses resulting from the organization and logistics of the MFAMILY programme as follows:

- Student insurance costs as required by EM
- Other necessary student expenses which by EM rules cannot be charged to the students themselves
- Other expenses if approved by the Consortium and the Coordinating Institution.

Article 7 – Intellectual Property

§1. Copyright and any other intellectual property in the curriculum and associated course materials for this provision shall be the property of the Partner generating them.

§2. The curriculum provided to MFAMILY by a Partner under the terms of this Consortium Agreement is and remains the property of the respective Partner and the other Partners may not use, copy or reproduce it except in order to comply with its obligations under this Agreement. It will not be disclosed to any third party, subject to any applicable national law, without the prior written consent of the respective Partner institution.

Article 8 – Maintenance of the program and termination of the agreement

§1. The management unit at the University of Stavanger (UiS) on behalf of the Consortium, signs the *Grant Agreements* with the EACEA charged with EM oversight.

§2. As required by the Agency, the Consortium commits itself to maintaining the content of the course substantially in the form approved over that period (subject, of course, to updating and adaptation to needs). The composition of the consortium should also not change significantly during that period.

§3. Notwithstanding, the termination of this agreement, however it arises, is without prejudice to the rights, duties and liabilities of any of the parties accrued prior to termination. The clauses of this agreement which expressly or implicitly have effect after termination will continue to be enforceable following termination.

§4. On termination of this agreement for any reason, each Partner shall forthwith return to the other Partners all course or curriculum materials which are the property of the other party. If needed for the fulfilment of any mandatory national law requirements, the recipient Partner may however request to keep a copy for archival purposes.

§5. In the event that a Partner defaults, breaches or fails any material provision of this agreement, the other Parties may terminate that Partner's participation in the Agreement upon thirty (30) days written notice to the Partner in default, breach or failure; unless the Partner defaulting, breaching or failing, within thirty (30) days of the receipt of such notice, cures the said default, breach or failure. If the default, breach or failure cannot be cured within the said thirty (30) day period, the Partner receiving such notice institutes reasonable measures to cure the default, breach or failure within the said thirty (30) day period and diligently pursues such measures to completion, while the Agreement shall continue in force and effect.

§6. Termination of this agreement for any reason shall not relieve a Partner of the duties and obligations accruing to another Partner under this agreement previous to the effective date of such termination.

Article 9 – Liability

§1. Each Partner shall be solely liable toward the other Partners for loss, destruction, damage or injury resulting from its own actions in the execution of this Consortium Agreement. A Partner's aggregate liability shall be limited to the Partner's share of the total cost of the project, provided such damage was not caused by a wilful act or gross negligence.

§2. Each Partner shall be solely liable toward the Coordinating Institution for any loss due to any significant breach or non-compliance as described in Article 4b of the present Consortium Agreement. If the Coordinating Institution has to pay any damages or penalties to the EACEA for such breach or non-compliance by a Partner, other than the Coordinating Institution, the Coordinating Institution shall be entitled to full reimbursement from the said Partner.

§3. Each Partner shall be fully responsible for its role and obligations as put forth in the Consortium Agreement and for the requirements of Insurance and Social Security for its personnel, involved herein.

Article 10 – Exit Strategy

§1. The parties agree to ensure that, in the event of discontinuation of this agreement, an exit strategy is put in place which safeguards the education of the students enrolled on the course which is the subject of this contract. This requires the parties concerned to ensure that students enrolled at the time of termination of the agreement are permitted to complete the qualification for which they are enrolled with support offered to them by all Partners at a level commensurate with that set out in this agreement.

Article 11 – Force Majeure

§1. If any party is unable to perform any or all of its contractual obligations under this Agreement because of any of the events set out below, then that party will be relieved of its obligations to continue to perform under this Agreement for so long as their fulfilment is prevented or delayed as a consequence of any such event: fire, explosion, flood, reduction or unavailability of power, riot, war, national emergency, malicious damage, theft, non-availability of material, destruction or damage of essential equipment, or any other act, omission, or state of affairs of a similar nature beyond the control of the party concerned.

Article 12 – Warranties and Indemnities

§1. A Partner's aggregate liability towards the other Partners collectively shall be limited to the Partner's share of the total costs of the action as identified in Annex III of the Grant Agreement, provided such damage was not caused by a wilful act or gross negligence.

§2. No party shall be liable to the other for any indirect or consequential loss including loss of profits, loss of business, loss of anticipated savings, loss of data or otherwise.

Article 13 – General

§1. No party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

§2. This Agreement including the appendices attached hereto shall constitute the entire understanding concerning the action between the parties.

§3. Nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement

§4. Each MFAMILY student is bound to the common rules and regulations drafted by the Consortium, which in turn are consistent with the regulations at the institutions at which she/he is enrolled during the course of study.

§5. When it comes to issues relating to students, the following shall apply. Issues relating to Portugal will be dealt with under the laws of Portugal. Issues relating to Sweden will be dealt with under the laws of Sweden. Issues relating to Norway will be dealt with under the laws of Norway. Issues relating to Uganda will be dealt with under the laws of Uganda. Issues relating to more than one of the jurisdictions of the Partners will be dealt with under the laws of the country in which the events underlying the issue have occurred. In the event that no such sole country can be determined, the issue shall be dealt with under the laws of the country to which the issue has its strongest attachment. Different issues relating to one and the same dispute may be treated individually.

§6. This Consortium Agreement shall in all respects be in compliance with the terms of the related *Grant Agreement* and be governed by Norwegian law. The settlement of any difference or conflict arising from or in connection with this Consortium Agreement shall be attempted by an amicable effort from the Partners. In the event of unresolved disputes, the matter will be decided in a court of law in Norway.

§7. The parties agree to co-operate in defending any legal claim by a student or third party arising out of the operation of this Agreement. Such cooperation is subject to national law of a Partner and the extent to which a Partner is permitted to such cooperation under its own regulations and other applicable rules.

§8. Nothing in this agreement shall mean that a right or duty to exercise authority is or will be transferred to another Partner, or that a Partner is obliged to breach or disregard any mandatory national law provision applicable to the Partner.

Article 14 - Banking information

§1. The Coordinating Institution shall transfer the funds to the following bank accounts:

- **ISCTE - University Institute of Lisbon:** The CAIXA GERAL DE DEPOSITOS bank account of 0368006273030 with the IBAN PT50003503680000627303015
- **University of Gothenburg:** Danske Bank IBAN/bank account: SE 6512 0000 0001 2810 1203 66
- **University of Stavanger:** The SR-Bank account of 33271000064 (IBAN NO7632271000064)
- **Makerere University:** Standard Chartered Bank; SWIFT CODE SCBLUGKA, Bank account 8705611612500

Article 15 - Annexes

The following annexes are part of the Consortium Agreement;

Annex 1: Grant Agreement (2017-1935/001-002-EMJMD): contracted between the EACEA and the Coordinating Institution for the action.

Annex 2: Financial table for the MFAMILY course, presenting the details of incomes and costs and the timetable for the funding distribution by the Coordinating Institution to the Partners.

Signatures and Stamps

Done in eight originals in English. This agreement can be translated for local purpose.

11/04-2018

For the University of Stavanger (UiS)

Date, Stamp and Signature of legal representative:

Other agreements of persons implicated in the programme:



University of Stavanger
 N-4013 Stavanger

For the ISCTE - University Institute of Lisbon (ISCTE-IUL) of Portugal

Date, Stamp and Signature of legal representative: 11/04/2018

Other agreements of persons implicated in the programme:



For the University of Gothenburg (GU)

Date, Stamp and Signature on behalf of legal representative:

Other agreements of persons implicated in the programme:



UNIVERSITY OF
 GOTHENBURG

For Makerere University (Mak)

Date, Stamp and Signature of legal representative: _____

Other agreements of persons implicated in the programme: _____

J. M. Mwanuzi

