

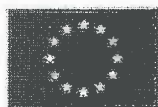
EMMIR

European Master in Migration and Intercultural Relations

Consortium Agreement and
Financial Framework
for the
Erasmus Mundus Master Course

EMMIR

European Master in Migration and Intercultural Relations



Co-funded by the
Erasmus+ Programme
of the European Union



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established at Ammerländer Heerstr. 114-118, 26129 Oldenburg, Germany,
represented by Prof. Dr. Dr. Hans Michael Piper, President,

Coordinating Institution of the Consortium, of the **one part**, and

Ahfad University for Women,

established at El Arda Street, P.O. Box 167, Omdurman, Sudan,
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Mbarara University of Science & Technology,

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The University of Nova Gorica,

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University of South Bohemia in České Budějovice:

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The University of Stavanger,

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represented by Prof. Dr. John Branem Møst, University Director, and

University of the Witwatersrand,

established at 1 Jan Smuts Ave, Braamfontein, Johannesburg, South Africa,
represented by Prof. Zebulon Vilikazi, Deputy Vice Chancellor for Research,

recognised partner institutions of the consortium (the “**Partners**”) of the **other part** have agreed to the following terms and conditions, including those in the annexes which form an integral part of this *Consortium Agreement*.

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Article 1 – Objective of the Present Consortium Agreement

§1. On the basis of the present *Consortium Agreement and Financial Framework* the Partners shall together contribute to the achievement of the requirements of the *Grant Agreement nr 2016 – 2180 / 001 – 001 – EMJMD* (Annex 1). It ensures institutional commitment of the organisations participating in the EMMIR consortium. It is a key instrument for this purpose; it should guarantee solid institutional embedding, and provide effective management/ cooperation mechanisms within the partnership.

Article 2 – Entry into Force and Duration

§1. The European Master in Migration and Intercultural Relations (EMMIR) comes into force on 1 September 2017 and 3 annual consecutive editions will be offered by the Consortium (2017-2019; 2018-2020; 2019-2021 courses respectively). The duration of each course is two years.

§2. The present *Consortium Agreement* shall enter into force after its signature by all parts but shall have a retroactive effect from 1 January 2017. It shall be valid as long as the *Grant Agreement nr 2016 – 2180 / 001 – 001 – EMJMD* is active. It shall be renewable and modifiable by mutual agreement of the Partner institutions, and following any new proposal selected by the Education, Audiovisual & Culture Executive Agency (EACEA). All changes and modifications shall be done in writing and shall be signed by the authorised representatives of each Partner.

§3. If a Partner wishes to leave the agreement before the end of the *Grant Agreement*, the Partner is obliged to discuss this with the Consortium and shall follow the rules stipulated in the *Grant Agreement* and in this *Consortium Agreement*. This is not the case if the Partner should leave by force majeure.

Article 3 – Scope and Definitions

§1. The University of Oldenburg is the coordinating institution of a consortium of seven Universities that have agreed to organize an Erasmus Mundus Masters Course (EMMC) named the European Master in Migration and Intercultural Relations (hereinafter referred to as EMMIR) approved and funded by the Education, Audiovisual & Culture Executive Agency (hereinafter referred to as EACEA) of the Commission of the European Communities (hereinafter referred to as CEC) under the Erasmus+ Framework programme.

§2. The EMMIR consortium is composed of four European Partners: the University of Oldenburg (UOL), Germany, the University of South Bohemia in České Budějovice (USB), Czech Republic, the University of Nova Gorica (UNG), Slovenia and the University of Stavanger (UiS), Norway, and three African Partners: Mbarara University of Science & Technology (MUST), Uganda, Ahfad University for Women (AUW), Omdurman, Sudan, and University of the Witwatersrand (Wits), Johannesburg, South Africa.

§3. All the responsibilities related to the management of the grant allocated to the Consortium by the European Commission are formalised through a contract between the EACEA and the Coordinating Institution, the *Grant Agreement*.

§4. The present *Consortium Agreement and Financial Framework* describes the financial rules approved by the Partners and the Coordinating Institution and summarises the responsibilities of each Partner within the programme.

§5. The full description of the project and its activities as submitted to and approved by the EACEA are also considered part of this *Consortium Agreement* (Annex 8). Each Partner has approved its relative contribution (as outlined e.g. in Article 5) to the realisation of the described activities in compliance with the Erasmus Mundus programme rules and policies. Any divergence from this proposal must be approved by all the Partners and, if necessary, be validated by the EACEA.

§6. EMMIR will welcome graduate students from both Erasmus+ Programme Countries and Erasmus+ Partner Countries, following the *Grant Agreement* and guidelines specified in the Erasmus Mundus programme. As per the EACEA definition Programme Countries are all EU Member States as well as the Non-EU countries Iceland, Norway, Liechtenstein, Turkey and the former Yugoslavian Republic of Macedonia. All other countries are considered partner countries.

Article 4 – Background

Article 4a – General objectives of Erasmus+ programme

§1. Erasmus+ is the EU Programme in the fields of education, training, youth and sport for the period 2014-2020 (REGULATION (EU) No 1288/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport). Education, training, youth and sport can make a major contribution to help tackle socio-economic changes, the key challenges that Europe will be facing until the end of the decade and to support the implementation of the European policy agenda for growth, jobs, equity and social inclusion.

§2. For the purposes of implementing the programme, the Executive Agency selects consortia composed of higher education institutions and concludes with the coordinator of each consortium, a *Grant Agreement*.

§3. The Executive Agency shares common general objectives with the partnership and wishes to establish with it a relationship of lasting co-operation ("the partnership").

§4. The general objectives the Executive Agency shares with the partnership and which it seeks to achieve by means of Erasmus Mundus Joint Master Degrees (EMJMD) include to

- foster quality improvements, innovation, excellence and internationalisation in higher education institutions (HEI);
- increase the quality and the attractiveness of the European Higher Education Area (EHEA) and supporting the EU's external action in the higher education field, by offering full degree scholarships to the best Master students worldwide;
- improve the level of competences and skills of Master graduates, and in particular the relevance of the Joint Masters for the labour market, through an increased involvement of employers.

EMJMDs in this regard are expected to contribute to the objectives of the Europe 2020 Strategy and of the Education and Training strategic framework 2020 (ET2020), including the corresponding benchmarks established in those policies. EMJMDs are invited to actively address the challenges of structural reforms relating to quality assurance and qualifications frameworks in

the EHEA as included in the Yerevan communiqué⁸⁵, the so-called European Approach for Quality Assurance of Joint Programmes, adopted by the Conference of Ministers responsible for higher education of the EHEA/Bologna Process, and thereby contribute to promoting the transparency and mutual trust in higher education in the EHEA. EMJMDs will continue and strengthen the successful experience initiated with the Erasmus Mundus Master Courses (EMMCs) in raising the attractiveness of the EHEA worldwide and demonstrating the excellence and high level of integration of the joint study programmes delivered by European HEIs. This Action also supports EU external actions, objectives and priorities in the higher education field in their various aspects.

Article 4b – Summary of EMMIR

§1. Objectives and content

The joint decision of the partners of the consortium to run a programme on migration is based on the observation that, in the 21st century, migration processes – multidirectional in their spatial structures and multi-layered in their social and cultural settings – increasingly contribute to shaping societies. Indeed, the presence of migrants adds emphasis to intercultural relations and intercultural communication, which are of key concern for social cohesion. Moreover, and along with increasingly accelerating tendencies of globalisation, migration contests concepts of the nation state and territorial borders and directs attention to questions of social justice and human rights, conflict and reconciliation. Migration also leads to the emergence e.g. of new concepts of identity and transnational social spaces. Against this backdrop, it becomes evident that answers to policy questions linked to phenomena as diverse as voluntary and forced migration, internal displacement and transcontinental movements, regular and irregular border crossings, unskilled labour and brain circulation need differentiated investigation and evaluation as well as complex negotiation. The 2015 developments in the EU demonstrate the need to find new responses on the local, national, European and global level.

As a multi-perspectival study programme in migration studies, EMMIR responds to these challenges by providing state of the art education in theoretical concepts, empirical and hermeneutic methods plus issue-based transdisciplinary approaches to migration and inter-/transculturality. Teaching and research in EMMIR addresses issues that currently rank highly on the global agenda – and need expertise on transnational, transcultural and transdisciplinary level. Migration and mobility, flight, displacement and refuge – globally and (supra)nationally discussed primarily on a policy level – touch decisive dimensions in economic and social development, demography, international relations, political theory and cultural cooperation, to name some of the key areas. Sustainable answers bridging the interests of nation states (incl. their welfare systems and labour markets) with human rights, democratic values and globality have still to be found. Research on inter/transcultural relations and inter/transcultural communication is closely linked to these questions and frequently key to the understanding of challenges and conflict.

The programme, unique in combining the expertise of European and African universities in migration studies, strongly encourages students to critically evaluate the existing body of knowledge, concepts and theories as well as terminologies, and to conduct their own research projects. Students experience the benefits and the challenges of an international learner group, in which diverse backgrounds of fellow students and teachers offer innovative perspectives for the study of migration. The programme is also embedded in a wide network, comprising national and international (non-)governmental institutions as well as professionals in the private and the public sector. The language of instruction is English, but students are encouraged to enhance their multilingual skills. Through the incorporation of Western and Non-Western perspectives, particular attention is given to the question of how, where, by and for whom knowledge is produced, also including, of course, processes and dimensions of academic knowledge production and dissemination. At the same time, the programme aims at synthesising existing knowledge with the goal of developing much needed innovative answers to urgent social and

political issues. In order to reach this goal, the consortium considers it necessary to combine the scholarship dominating global discourses with conscious efforts to decentralise the production and dispersion of knowledge. And, indeed, the foci of scholarship and, thus, the existing knowledges do vary considerably: While (im-)migration and inter/transcultural relations are widely researched especially in what are traditionally considered to be 'countries of immigration,' the situation in countries of emigration or considerable internal displacement, e.g. in sub-Saharan Africa, is different; there, scholarship in the field is still limited and hardly recognised. But also on the European level, the existing body of critical scholarship has not yet resulted in a common understanding of Europe's role and liability in global migration processes, in a coordinated set of immigration or asylum policies or in an integrated conceptualisation of European citizenship incorporating the realities of societies that have been and will continue to be shaped by migration movements.

EMMIR, as an interdisciplinary site of critical analysis and reflection, provides room for students and scholars to ponder on these questions and challenges in a mutually enriching dialogue, focusing on a range of phenomena, concepts and theories of migration. Combining the partners' diverse expertise in migration studies with intersecting fields, such as gender studies, cultural studies, education and development studies, the EMMIR curriculum takes into account all forms of migration and displacement. Related issues to be addressed are inter/transcultural conflict resolution mechanisms, multicultural governance issues and global/regional integration. The four European and three African universities in the EMMIR partnership join forces with associates in the seven partner countries and beyond in order to tie in with social dynamics as well as securing the employability of the graduates. The areas associates represent are:

- a) aid and advocacy
- b) civil society and culture,
- c) research and documentation and
- d) local authorities, schools and continuing education.

EMMIR aims at training young academics that contribute to improved information about the dynamics of migration and will become new professionals, consciously combining their specific national/regional/institutional situatedness and tasks with transnational perspectives, in the specific context of this programme primarily in Europe and Africa but also beyond. On a medium to long term scale, these professionals – as researchers, programme managers, administrators, teachers, policy advisers – will contribute to the development of innovative concepts that will improve migration management, balance conflicting interests and finally better the situation of refugees and migrants.

§2. Consortium

EMMIR is a joint Master Programme designed by seven universities with excellent competence in the area of Migration and Intercultural Relations: the University of Oldenburg (UOL), Germany, Ahfad University for Women (AUW), Omdurman, Sudan, Mbarara University of Science & Technology (MUST), Uganda, the University of South Bohemia in České Budějovice (USB), Czech Republic, the University of Nova Gorica (UNG), Slovenia, the University of Stavanger (UiS), Norway, and the University of the Witwatersrand (Wits), Johannesburg, South Africa.

§3. Organisation

The duration of the programme is 2 years (120 ECTS). The teaching language is English. Partner universities hosting entire EMMIR cohorts make provision for at least one course of the language(s) spoken in the respective countries.

Each year, around 30 students are welcomed in Oldenburg for the first semester where there will be a joint intensive phase for all students, combining an extensive introduction to the structure of the course, introductory teaching by all partners, and optional language training in German.

The first semester takes place at the University of Oldenburg from September to January of year 1 (14 weeks); the second semester takes place at the University of Stavanger from January of year 1 to June of year 1 (14 weeks). For the third semester, students are hosted by a partner University of their choice to study one focus module and conduct a project-based internship (between July of year 1 and November of year 2). In December of year 2, a proposal colloquium at the University of Oldenburg will lead to the formation of supervision groups continuing in the fourth semester (December to August of year 2) in order to support the research and thesis writing.

§4. Award of Degree

It is specifically recorded that institutional rules, regulations, policies, procedures and standing orders as well as the institutions' respective legislative requirements relevant to higher education must be adhered to at all times.

The completion of the curriculum is rewarded by a Joint Master Degree detailing both the common and specialised curriculum and issued by the University of Oldenburg on behalf of the seven partner institutions.

It is further recorded that in terms of the "*Draft Policy Framework for the Internationalization of Higher Education in South Africa*" issued by the South African Department of Higher Education and Training (Government Gazette No. 40815) the term "co-badged" will apply to all degrees awarded in terms of this agreement where such degree has been obtained with the academic input of Wits. The term 'co-badged' refers to collaborative programmes in terms of which a part of the curriculum is offered by a partner institution, but where the degree is (a) accredited at and (b) awarded by the awarding institution only. The awarding institution recognises the contribution of one or more other partner institutions by a reference on the degree certificate (which may include the name(s) and/or badge(s) of the other participant(s)) as well as through a transcript of records (or transcript supplement).

A transcript of records (or transcript supplement) describing personal curriculum contents and the academic contribution of the institutions and a joint diploma supplement are delivered to each graduate. At the end of the programme, students are invited to a graduation ceremony in Oldenburg where they are given the opportunity to present their Master thesis research project and be awarded their joint master degree.

§5. Application

The Masters Course is open to European and non-European students of exceptional calibre having acquired a first degree such as B.A./B.Sc. (or an equivalent qualification) in a field related to migration studies: e.g. Social sciences, History, Cultural studies, Educational sciences, Law, Economics, Development Studies or Journalism.

§6. Admission Regulations and Study and Examination Regulations

Student application, selection and admission criteria and procedures are detailed in the EMMIR Admission Regulations ratified by all partner institutions and passed by the EMMIR Consortium Committee (Annex 5a). Procedures for student performance monitoring and evaluation (including use of ECTS and joint diploma supplement, organisation of exams and re-sit conditions, conversion of grades etc.) are detailed in the EMMIR Study and Examination Regulations passed by the EMMIR Consortium Committee and ratified by all partner institutions (Annex 5b).

Article 5 – Responsibilities

Article 5a – Coordinating Institution

§1. The Coordinating Institution has the financial responsibility for the programme.

§2. The EMMIR Coordinator is the representative of the Coordinating Institution. She shall organise all collaborative efforts between Partners in compliance with the *Grant Agreement* and the *Consortium Agreement and Financial Framework*. She is the link between the EACEA and the Partners and shall see to the effective application of those agreements.

§3. The Coordinating Institution will provide the EACEA with all the required reports on the project evolution and its financial management, according to the *Grant Agreement*.

§4. The Coordinating Institution shall manage in particular the following activities:

- General coordination and initiation of EMMIR programme activities in collaboration with the Partners
- Coordination of the decision-making procedure
- Preparation of the EMMIR Consortium Committee's meetings
- Creation of tools shared between the Partners such as the programme website, information materials, application forms, evaluation and quality assurance guidelines and tools etc.
- Payment of Erasmus Mundus grants to students and scholars involved in the EMMIR programme
- Calculation of participation costs and distribution of funds to Partner institutions
- 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 EMMIR programme general activities (except for Partners' participation, Article 7 §4), even if occurring at a Partner institution, 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.
- Visa procedures for enrolled students and scholars.
- Banking facilities for enrolled students and scholars.
- Provision of an insurance scheme according to Erasmus Mundus guidelines.
- Complementary proposals and applications within the Erasmus Mundus programme
- Preparation and communication of administrative and financial reports to the Consortium for each cohort of the EMMIR course.
- Development of communication tools (documents for promotion and presentation, website)
- Organisation of students and scholars selection processes
- Management of Quality Assurance and programme accreditation
- Certification of the joint degree

Article 5b – Partners

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

with the Coordinating Institution or with another Partner in any of their respective obligations under the *Grant Agreement* and the *Consortium Agreement and Financial Framework*.

§2. The Partners shall promptly provide the EMMIR Coordinator with the information necessary to prepare reports required by the EACEA. The EACEA arranges the pre-financing payment.

§3. When submitting invoices to the Coordinating Institution, resulting from programme activities as mentioned in Article 5b §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 EMMIR programme activities in its own institution, and specifically:

- The implementation and promotion of EMMIR.
- The management of the funds distributed by the Coordinating Institution. The financial administration of each Partner shall guarantee the correct use of the funding for the given items in compliance with Annex 3.
- Overall assistance to students and scholars visiting its institution, prior to and during their stays, particularly with regards to the documents required by its national immigration policy and by providing all the documentation and explanations to assist the applicants; continuous supervision of students' and scholars' status regarding national immigration policy during their stay
- Support the arrangement and booking of accommodation and the organisation of student transport, where necessary, within the country of the hosting Partner (e.g., from airport to university) during the periods of compulsory mobility
- Students' academic admission and registration
- Assignment of supervisors and examiners for study modules, mandatory internship periods and MA dissertation writing as per the examination regulations.
- Provision of support for students who chose to do their research at a given institution (including supervision and, where necessary, facilitation of research permits, ethical clearance etc.). It is the respective student's responsibility to agree on a research design with the relevant course director.
- Communication of academic records (grades and credits) to the coordinating institution
- Timely replies on any communication coming from partners in the Consortium
- Support of the coordinating institution regarding specific organisational aspects upon request
- Maintaining and enhancing the network of associate partner institutions in order to provide internship placements and to contribute to the employability of the graduates
- Participation and contribution to working groups assigned tasks to develop EMMIR (e.g. regarding communication, research, alumni and publications)
- Mobilisation of complementary non-EU funds

§5. Each partner institution shall have a Course Director to co-ordinate the operation of the course at the partner institutions and to provide a first communication link with the Consortium Coordinator. In addition, each partner institution shall have at least one person supporting the Course Director and the students regarding administrative and organisational issues of the programme implementation. The course coordinator and the support person shall be those persons who participated in the writing of the grant proposal unless they are no longer employees of the partner institution. The partner institution will notify the Coordinator

immediately of any change in the identity of the new person in case any of or both coordinator of course or support persons are no longer with the partner institution.

§6. The partners agree that their logos are used on the programme website, information materials and on the jointly issued diploma documents and transcripts. They will notify the Coordinator of any change regarding the form of the logo or the guidelines for usage.

Article 5c – Consortium Committee

§1. The Consortium Committee will consist of two members from each of the partner universities as well as two elected student representatives. The minimum quorum for formal meetings of the Board shall be one member from each partner on the understanding that they are empowered to represent the other.

§2 In addition, the EMMIR alumni elect two representatives who are granted advisory votes in all questions pertaining to quality assurance and the overall structure of the programme.

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

- Conducting the recruitment and selection of all students and nominating students for scholarships according to the criteria set out in the Erasmus Mundus application and *Grand Agreement*. Overseeing the modification or addition of new criteria for student selection.
- Ensuring the counselling, welfare and discipline of students in accordance with the Erasmus Mundus procedures and regulations.
- Design and administration of internal evaluation procedures for the EMMIR 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.
- Provision of periodic reports to the European Commission as designated in the *Grant Agreement*.
- 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.
- Responsibility for the oversight and maintenance of academic standards in collaborative provision rests with the 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.
- Approving any promotional materials, web-based materials, or in general any public documents which describe the EMMIR and the Erasmus Mundus program of which it is a part.
- Maintenance of conduct and standards within EMMIR 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.
- Performance of all its responsibilities under this Agreement with all due care and diligence and so as to enhance the reputations of the parties.

- Cooperating fully with any Partner managing a student complaint under its own regulations.

§4. The coordinator shall inform the Consortium Committee members at least ten calendar days before a meeting about the agenda, provide them with all relevant documentation and alert them to decisions to be taken. The meeting agendas shall be subdivided into the categories a) reports, b) consultations and c) decision taking.

§5. One of the two representatives per partner university is appointed to be a member in the Consortium Committee Selection Board. The Board's tasks include the selection of students according to §7 and §8 of the EMMIR Admission Regulations. The Selection Board members elect a chairperson by a simple majority of the votes cast.

§6. One of the two representatives per partner university is appointed to be a member in the Consortium Committee Examination Board. The Board's tasks include dealing with all questions relating to examinations, including appeals, students' admission to the MA Dissertation and appointment of supervisors and examiners and the determination of the students' overall results. The Examination Board members elect a chairperson by a simple majority of the votes cast.

Article 6 – Decision Taking

§1. Decisions shall be taken during meetings, video-conferences, or by means of email consultation.

§2. All consortium committee members shall be consulted in the matter of a vote. Due to the nature of the means of consultation, all members shall acknowledge receipt of the question submitted to them to the Consortium coordinator within seven calendar days, and submit their vote within fourteen calendar days. Should a consortium committee member fail to acknowledge receipt or to vote, the decision shall be voted upon by the remaining members. Decisions regarding the activities of one Partner in particular shall not be voted in the absence of the said partner.

§3. Each member 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.

§4. The two members of the same Partner institution can request to delay a vote by fourteen calendar days to consult with the institution or to produce documents that may affect its decision.

§5. 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.

§6. If the two members of the same Partner institution can demonstrate that a decision goes against its administrative procedures or against the *Grant Agreement*, they have the right to exercise veto with respect to the corresponding decision or relevant part of the decision. Their 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.

§7. Upon request from two members of the same Partner institution, 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 7 - Funding distribution and use

§1. The EACEA, acting under powers delegated by the CEC, funds the Consortium annually. The funds, referenced in the *Grant Agreement*, are paid to the Coordinating Institution, and can be summarized as follows:

- **Consortium allocation:** Annual flat rate of 50,000 € (Fifty Thousand Euros) within the Erasmus Mundus programme, to cover scholars' scholarships, internal expenses of the Consortium, travel costs for Consortium Committee meetings and the Consortium's administrative and organisational costs.
- **Grants:** Scholarships within the Erasmus Mundus programme, to distribute to students and scholars actively involved in the EMMIR mobility scheme.

§2. The students involved in the EMMIR programme pay participation costs. The annual rate for tuition is determined by the Consortium Committee, at present the rates p.a. are 9,000 € for Partner Country students and 4,500 € for Programme Country students.

§3. The participation costs shall be paid to the Consortium Committee and administered by the Coordinating Institution following the Project Budget and Cash Flow attached in Annex 3. The latter shall be updated annually, to specify the exact financial scheme according to the number of students in each category, enrolled in successive EMMIR classes.

§4. The part of the consortium income resulting from the annual lump sum and the participation cost shall be used and distributed among the partners as follows:

a) 50% of the income shall be used for programme management, including

- Students' health insurance
- Student conference participation
- Joint teaching activities and Consortium Committee meetings (including travel)
- Applications' quality assessment
- Scholars scholarships
- Administrative support for all partners exclusively hosting students in year two
- Web-tools for programme management
- Academic and consortium coordination and administration
- Acquisition of self-funded students
- EMMIR Working groups (e.g. Communication, Publications, Research)
- Dissemination.

b) Another 50% of the income shall be used as remuneration for teaching and supervision – currently based on the following rates:

Semester 1 and 2: 2.200 per student (min 52,000 Euro – max. 66,000 Euro)

Semester 3 internship module: 750 Euro per student (thereof 250 Euro for administration)

Semester 3 module: 1,200 Euro per student

Semester 4 supervision: 800 Euro per student (thereof 250 Euro for administration)

Semester 4 second examination: 300 Euro per student.

c) Budget distribution will be renegotiated if a cohort admitted or ongoing is smaller than 20 enrolled EMMIR students or if the envisaged negotiable consortium income drops for more than 25%.

§5. Partners share the responsibility to fully and timely implement the programme according to the standards set by the EACEA. The coordinating institution will regularly update the partnership about EACEA evaluations and feedback regarding the consortium's performance. Partners will actively work towards avoiding penalties as per Article I.9.5 of the *Grant Agreement*.

§6. Surplus shall be used to build a reserve for re-accreditation and re-application and other expenses approved by the Consortium Committee.

Article 8 – 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 respective partners.

§2. No party shall cause or permit anything to occur which may damage or endanger the other partner's intellectual property.

§3. The curriculum provided to EMMIR by a partner under the terms of this 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 9 – Termination

§1. The management unit at the University of Oldenburg, on behalf of the Consortium, signs a *Grant Agreement* with the Agency of the European Commission charged with Erasmus Mundus oversight.

§2. As required by the Agency, the EMMIR Consortium commits itself to maintaining the content of the Course substantially in the form approved over that period (subject, of course, to up-dating and adaptation to need). Neither should the composition of the consortium 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 notwithstanding termination.

§4. On termination of this Agreement for any reason, each party shall forthwith return to the other 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.

§7. 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.

§8. Each Partner shall be solely liable toward the Coordinating Institution for any significant breach or non-compliance as described in Article 5b of the present Consortium Agreement. If the Coordinating Institution must pay any damages or penalties to the EACEA for such breach or non-compliance by a Partner, the Coordinating Institution shall be entitled to full reimbursement from the said Partner.

§9. 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, act of God, 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. Apart from personal injury or death arising as a direct result of the University of Oldenburg's negligence, the University of Oldenburg's liability, or the amount of any indemnity, damages or compensation payable by the University of Oldenburg on any claim or claims whatsoever concerning or relating directly or indirectly to anything supplied or provided and including but not limited to claims based on negligence, misrepresentation (other than fraudulent misrepresentation) breach of contract or warranty, shall not in aggregate exceed the monies actually received by the University under the terms of this Agreement. The same holds for the other six partner Universities.

§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 course 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 EMMIR 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 Germany will be dealt with under the laws of Germany. Issues relating to Norway will be dealt with under the laws of Norway. Issues relating to Slovenia will be dealt with under the laws of Slovenia. Issues relating to the Czech Republic will be dealt with under the laws of the Czech Republic. Issues relating to Uganda will be dealt with under the laws of Uganda. Issues relating to the Sudan will be dealt with under the laws of the Sudan. Issues relating to the South Africa will be dealt with under the laws of the South Africa. 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 German 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 Germany.

§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:

- Ahfad University for Women: Sudanese French Bank account of [REDACTED] (IBAN/BIC: SUFRSDKH)
- Mbarara University of Science & Technology: Standard Chartered Bank account of [REDACTED] (IBAN/SWIFT SCBLUGKA)
- The University of South Bohemia in České Budějovice: Československá obchodní banka account of [REDACTED] (IBAN CZ [REDACTED])
- The University of Nova Gorica: Abanka Vipava dd. account of [REDACTED] (IBAN [REDACTED])
- The University of Stavanger: The SR-Bank account of [REDACTED] (IBAN [REDACTED])
- University of the Witwatersrand: First National Bank, Account name: Faculty of Humanities, Social Sciences and Education, Account number: [REDACTED], Branch code: [REDACTED], Swift code: FIRNZAJJ657, Reference: ACMS

Article 15 – Annexes

The following annexes are part of the present Agreement:

Annex 1: Grant Agreement nr 2016 – 2180 / 001 – 001 – EMJMD

Annex 2: Budget of the action

Annex 3: Schedule of teaching and other project activities

Annex 4: *EMMIR Admission Regulations and Study and Examination Regulations*

Annex 5: Student Contract template

Annex 6: Guidelines for Student Complaints

Annex 7: Consortium Development & Sustainability Plan

Annex 8: Project Handbook for Erasmus+ Erasmus Mundus Master Degrees

Signatures

This Agreement is done in eight originals in English.
It can be translated for local purpose.

For the University of Oldenburg:
Prof. Dr. Dr. Hans Michael Piper,
President

Done at Oldenburg on

For Ahfad University for Women:
Prof. Dr. Gasim Badri
University President

Done at Omdurman on

For Mbarara University of Science & Technology:
Prof. Dr. Celestino Obua
Vice Chancellor

Done at Mbarara on

For the University of Nova Gorica:
Prof. Dr. Danilo Zavrtnik
University Rector

Done at Nova Gorica on

For the University of South Bohemia in České Budějovice:

doc. Tomáš Machula, Ph.D., Th.D.

University President



Done at České Budějovice on

22 -08- 2017

For the University of Stavanger:

Prof. Dr. John Branem Møst

University Director

Done at Stavanger on

For the University of the Witwatersrand:

Prof. Dr. Zebon Vilakazi

Deputy Vice Chancellor for Research and Postgraduate Affairs

Done at Johannesburg on