

# TRIPARTITE CONTRACT

for

Norad's Programme for Master Studies (NOMA)

## Article 1 The Parties

The Norwegian Centre for International Cooperation in Higher Education, herein referred to as *SIU*, represented by its Director

and

(1) .....(name of Main partner institution in Norway) herein referred to as Higher Education Institution in Norway (*HEIN*) represented by its Rector/Vice-Chancellor/Director

and

(2).....(name of main partner institution South) herein referred to as Higher Education Institution in South (*HEIS*) represented by its Rector/Vice-Chancellor/Director

have agreed to, within the framework of the *NOMA* Programme 2006-2010 based on the *NOMA* Agreement between the Norwegian Agency for Development Cooperation (Norad) and *SIU* signed on 27 April 2006, extended with an Addendum for 2011-2014 and the *NOMA* Programme Document 2006-2010, the following terms established in this Contract and its Annexes:

## Article 2 Scope

*SIU* agrees to provide a financial disbursement for the implementation of a Joint Cooperation Project called

..... (PRO.id and title of project)

The *Project* being approved by the *NOMA Programme* Board on 21 October 2009

with a provisional allocation of : .....**NOK**

**Project Start Date:** 01.01.2010

**Project End Date:** 31. 12.2014

### **Article 3 Implementation and implementing units**

- 3.1 The *HEIN* and the *HEIS* shall jointly implement the educational activities to be performed in the Project, as described in Annex I.
- 3.2 The implementing unit at the *HEIN* is  
*... (name of HEIN department/institute/centre/faculty)*
- The implementing unit at the *HEIS* is  
*... (name of HEIS department/institute/centre/faculty)*
- 3.3 The HEIN and HEIS are obliged to inform additional partner institutions of the content of this Contract including its annexes.

### **Article 4 SIU's financial disbursements**

- 4.1 The provisional allocation from *SIU* to the said institutional cooperation covers the whole of the *Project* period as stated in art. 2.
- 4.2 The grant to the *Project* will be provided by *SIU* on an annual basis through the *HEIN*.

The disbursement of *Project* funds from *SIU* to the *HEIN* will take place twice a year:

The first year of the project:

- An initial payment of sixty percent of the budget allocation for the first year will be made by *SIU* to the Norwegian institution after the contract has been signed by the parties
- The remaining forty percent will be transferred to the Norwegian institution in the second half of the first year

The second, third and fourth year of the project:

- *SIU* transfers sixty percent of the annual budget funds to the Norwegian institution within May
- The remaining forty percent will be transferred to the Norwegian institution after the approval of accounts and Annual Project Report for the previous year by the NOMA Programme Board. Unused funds from the previous year is to be deducted from the last forty percent.

- 4.3 The disbursement of funds to project activities at the Partner Institution in the South is made by the Norwegian Main Partner Institution according to the same principles as described above. After the funds have been received by the Norwegian institution, disbursement of funds to project activities at the South institution is to take place without delay.

- 4.4 The Partner Institution in the South reports on disbursed project finances annually to the Norwegian Main Partner Institution while the Norwegian Main Partner Institution is responsible for reporting of the total annual project finances to SIU.
- 4.5 If a NOMA student drops out of his /her study within the two first months of study, the Institution where the student has been enrolled is obliged to seek replacement. Should replacement fail or the student drops out of the study at a later stage, SIU's transfer of funds for NOMA scholarships can be reduced accordingly.

Both Partner Institutions are accountable for funds disbursed from SIU.

## **Article 5 Reporting and reporting periods**

- 5.1 Both Partner Institutions are jointly responsible for reporting, but *HEIN* has the overall responsibility for collecting and compiling all necessary data for the Project in order to comply with the requirements set by SIU. Disbursement of funds to the project will be discontinued in the event of failure to report by notice from SIU. Following are the reports required:
- Initial Project Report (IPR)
  - Annual Project Report (APR)
  - Final Project Report (FPR)
- 5.2 The Initial Project Report (IPR) is to be submitted to SIU within two months after the first student intake in accordance with guidelines and standard format for initial reporting for the NOMA programme
- 5.3 The Annual Project Report (APR) comprising of the Master Programme Report and the Institutional Report is to be submitted to SIU in respectively March and April each year, in accordance with guidelines and standard format for annual reporting for the NOMA Programme.
- 5.4 A Final Project Report (FPR) is to be submitted to SIU within 1 April the year after the project activities described in Annex 1 have been completed.
- 5.5 The *HEIN* is responsible for clarification and reporting to SIU of any irregularity, assumed or carried out, during the implementation of the *Project* as per SIU's "Guidelines for handling irregularities", issued by SIU on 12 June 2006, available at [www.siu.no](http://www.siu.no)

## **Article 6 Special conditions**

When NOMA and its projects are presented in the media and/or in seminars/ conferences, it should be informed that Norad is the responsible agency and financier of the NOMA programme and SIU is responsible for the management of the NOMA programme.

**Article 7 Amendments**

- 7.1 This Contract, including any of its Annexes, can only be modified on the basis of a written agreement between the Contracting Parties signed by the authorised representatives of each party.
- 7.2 The cooperating institutions should present any proposed substantial changes or deviations to the *Project* to *SIU* for approval.

Change of *Project Coordinator* and severe delay in *Project* implementation due to *Force majeure* shall inter alia be regarded as a substantial change/deviation.

**Article 8 The Contract - Annexes**

The *Contract* consists of this signed document, as well as the following Annexes which form an integral part of the Tripartite Agreement:

- Annex I: Project Document
- Annex II: General Conditions

In the event of any conflict between the Annexes and this part of the *Contract*, the latter shall take precedence. Annex II shall take precedence over Annex I.

**Article 9 Applicable law**

The law of Norway shall govern this *Contract*.

**Article 10 Entry into force - signatures**

This *Contract* shall enter into force on the day of its signature by *SIU*.

**For SIU:**

Director: .....

Place and Date: .....

**For the (name of HEIN):**

Rector/Vice-Chancellor/Director:.....

Place and Date: .....

**For the (name of HEIS):**

Rector/Vice-Chancellor/ Director:.....

Place and Date: .....

## Annex I – NOMA Project Document

## Annex II – General Conditions

**II.0** These General Conditions constitute an integral part of any *NOMA* contract.

Unless otherwise agreed in writing with *SIU*, the following conditions apply as of 1. January 2010.

### II.1 Definitions

All terms defined in the *Contract* are written in *italics* and with Capital first letters.

1. Agreement: The Agreement signed by *Norad* and *SIU* concerning the *NOMA* Programme 2006-2010, extended with an Addendum for 2011-2014.
2. Contract: An agreement signed between *SIU*, a Main Partner Institution in Norway *HEIN* and a Main Partner Institution in the South *HEIS* for a specific *Project* under the *NOMA* Programme 2006-2010 extended with an Addendum for 2011-2014, consisting of the Tripartite Agreement Document, the Project Document (Annex I) and General Conditions(Annex II).
3. Initial Project Report (IPR): Report prepared by the *HEIN* and *HEIS* Project Coordinators within two months after the student intake of the first student cohort.
4. Annual Project Report (*APR*): A progress report for the previous project year comprising the Master Programme Report including a financial report denominated in Norwegian kroner (NOK) and an Institutional Report, prepared jointly by the *HEIN* and *HEIS*.
5. Final Project Report (FPR): Report prepared by *HEIN* and *HEIS* when all activities described in Annex I have been completed.
6. Copyright: Copyright means the exclusive legal right to print, publish, copy or reproduce or in any other form make available to the public a literary, artistic or scientific works, such as (but not limited to) novels, poems, plays, films, musical works, drawings, paintings, photographs, sculptures, computer programs,

*databases* and architectural designs, as well as “neighboring rights” such as the rights of performing artists in their performances, producers of sound recordings in their sound recordings, and those of broadcasters in their radio and television broadcasts.

7. Force majeure: Unforeseeable or exceptional circumstances that preclude a party from performing its obligations under the *Contract*.
8. Irregularity: Any breach of a contractual obligation resulting from an act or omission by a *HEIN* or *HEIS* which has or would have the effect of prejudicing the *Project* budget through unjustified expenditure, as per SIU’s “Guidelines for handling irregularities”.
9. Main Partner Institution: A Higher Education Institution in a selected Norwegian partner country for development cooperation or a Higher Education Institution in Norway being a signatory to a *Contract* under the *NOMA* Programme 2006-2010.
10. Norad: The Norwegian Agency for Development Cooperation.
11. NOMA Programme Board: A joint body of ten (10) members appointed by *SIU*’s Board for quality assurance, financial allocation, coordination, monitoring and development of the *NOMA* programme
12. Additional Partner Institution: An institution in the South or an institution in Norway participating in a *NOMA* project without being party to a *Contract*.
13. Project: The overall activities encompassed by an accepted project proposal.
14. Project coordinator: The academic staff member employed by a *HEIS* or a *HEIN* on a permanent basis, being responsible for the detailed planning, implementation and reporting in the *Project*.
15. Project results: Results with regard to education of Master students in the project.
16. HEIN: *Main Partner Institution* in Norway.
17. HEIS: *Main Partner Institution* in a selected Norwegian partner country for development cooperation

## II.2 *SIU's* financial disbursements – basic reservation

Any grant allocation under a *Contract* is in principle dependent on an annual consent from the Norwegian parliament (“Storting”) allocating funds to the *NOMA* programme according to the *Agreement and Addendum* concerning the *NOMA* Programme.

## II.3 Principles with regard to implementation

All projects supported by *NOMA* shall be implemented according to the following principles:

- Equality between the collaborating institutions, *HEIS* and *HEIN*
- Transparency and good faith
- Ethical conduct of all involved personnel

## II.4 Administration and management

1. The *HEIN* has the overall responsibility for the administration of any *Project* with a financial contribution from *SIU*. This responsibility also includes the transfer of funds to the *HEIS* and the submission of Reports (described in the Tripartite Agreement Document, article 5) to *SIU*.
2. Each *Main Partner Institution's* ordinary procedure for quality control of academic, educational and administrative matters should be used for the administration and management of the *Project*.
3. The recruitment process of students should be open and transparent and based on the principle of equitable access.
4. The Institution in the South will be responsible for the specific follow up and admittance of the students into their courses in the South, and to ensure that enrolment, retention and student welfare are in line with the established practice at the Institution.
5. The Norwegian Institution will be responsible for the specific follow-up and admittance of the students into their courses in Norway, and to secure that enrolment, retention and student welfare are in line with the established practice at the Institution.
6. Each *Main Partner Institution* should ensure appropriate arrangement for efficient management and implementation of the *Project*.
7. The *HEIN* and the *HEIS* must have a *Project Coordinator* who is responsible for the implementation and the day- to-day management and reporting of the *Project* on behalf of their respective institution. The change of *Project Coordinator* has to be

agreed by the *HEIN* and *HEIS* institution and agreement of the change must be approved by SIU.

8. All *academic coordinators* and other personnel involved in a *Project* fall under the employment rules of their respective institutions. *SIU* has no legal responsibility for staff and other personnel admitted to the *Project* by the *HEIN* and/or the *HEIS*.
9. Financial arrangements for foreign fellows admitted to the Programme pursuing Master studies in Norway must follow the general Norwegian regulations governing financial support for students.
10. A SIU data base, *espresso*, accessible via the Internet for management of the NOMA programme is to be used by the contracting parties for reporting to SIU on the NOMA Programme.
11. Publication and dissemination of results: The Institutions must submit electronically to SIU an executive summary (max 450 words) of Master thesis produced by NOMA fellows each academic year in the Annual Project Report.
12. The HEIN and HEIS must keep a data base of records related to NOMA. The database should contain the following information from the student applications: name, age, gender, nationality, contact address/email educational and professional background. The Institutions are required to keep the records for the programme period. SIU may demand access to this information whenever SIU finds it necessary.
13. The Institutions are required to carry out student evaluation of each Master programme on a regular basis.

## **II.5** Records and auditing

1. The *HEIN* and the *HEIS* must keep records of all financial disbursements from *SIU*.
2. Accounts must be audited in accordance with
  - the ordinary procedure of each partner institution
  - international auditing standards
3. *SIU* may demand a separate auditing, review or evaluation of the *Project* accounts, whenever *SIU* finds it necessary. The Institutions will be informed by *SIU* in due time to be able to make all necessary preparations for such a visit.
4. Any part of the SIU grant that has not been spent at the end of the *Project* will have to be paid back to *SIU*, in accordance with a specific recovery order.

## **II.6** Supplementary Agreement

1. Any *Supplementary Agreement* must be in written form, formulated in English and legally binding on the parties concerned.
2. *SIU* does not require that a *Supplementary Agreement* has a particular legal form and does by consequence not provide any obligatory model for such agreements. However, *SIU* recognises the fact that the *HEIN* and/or the *HEIS*; according to their internal rules/regulations or statutory law within their jurisdictions, may be obliged to use such models.

## **II.7** Procurement of goods and services

1. Equipment, project materials and goods procured by the *Project* belong to the *Project* during the *Project* period.

After *Project* termination, ownership of such assets shall vest in the *HEIS*, unless another solution has been agreed in writing between the *Partner Institutions* concerned.

2. The *Project Coordinators* should jointly keep proper records on all procured equipment, materials and goods on behalf of their institutions during the *Project* period.
3. The *Main Partner Institutions* should discharge the following functions regarding delivery and control under the *Contract*:
  - (i) equipment, materials, goods and services should be procured locally, subject only to availability
  - (ii) prepare necessary arrangements for insurance, freight, tax exemption etc. when procuring equipment, project materials and goods from abroad
  - (iii) ensure availability of the technical facilities required for correct installation, maintenance and repairs,
  - (iv) ensure maximum compatibility with equipment already acquired

## **II.8** Evaluation

1. *SIU* reserves the right to monitor, review and evaluate the implementation and output of the *Project* at any time during the project period.
2. The *HEIN* and the *HEIS* are obliged to cooperate in reviews, evaluations or audits of any project supported by *SIU*.

## **II.9** Promotion of good governance – counteracting corruption

A *Main Partner Institution* shall commit itself to:

- promoting good *Project* governance

- preventing/counteracting corruptive practices in relation to *Project* implementation, cf the *SIU* Memorandum with regard to counteracting corruption, (included in *SIU*'s "Guidelines for handling irregularities"), available at <http://www.siu.no>).

## II.10 Liabilities

### 1. Liability of the *HEIN* and *HEIS* towards *SIU*

The *HEIN* and the *HEIS* have no collective financial responsibility towards *SIU*. A *Main Partner Institution* may only be held liable for its own acts and omissions.

*HEIN/HEIS* financial responsibility towards *SIU* shall always be limited to the defaulting institutions share of the *Project* budget.

### 2. Liability of *SIU* towards the *HEIN* and the *HEIS*

*SIU* is under no obligation to meet any financial claim or any other type of commitment towards the *HEIN* and/or the *HEIS* in excess of the grant allocation.

### 3. Liability towards third parties

Any party shall be solely liable for any loss, damage or injury to third parties resulting from the execution of its assigned tasks in the *Project*.

## II.11 Assignment

The *HEIN* and the *HEIS* may not assign any of their rights and obligations arising from the *Contract* without prior, written authorisation from *SIU*.

## II.12 Suspension

1. *SIU* may freeze allocations and payments and/or suspend the *Contract* at any time if *Irregularities* arise, cf *SIU*'s "Guidelines for handling irregularities" § 2.2.

The defaulting party will be obliged to try to rectify any *Irregularity* as soon as possible.

If the *Irregularity* in question has not been properly rectified within two months, *SIU* may terminate the *Contract*, cf Art. II.13 (1).

## **II. 13 Termination**

1. Termination by SIU in case of *Irregularities* or any other fundamental breach of the *Contract*

If an *Irregularity* or a fundamental breach has not been rectified within the time limit mentioned in the suspension clause in Art. II.12 above, SIU may terminate the *Contract* with immediate effect by giving written notice.

2. Termination by notice

The *Contract* may be terminated by either of the contracting parties by giving six (6) months written notice to the other parties.

3. If the *Contract* is terminated, any unused funds must be returned to *SIU*.

## **II. 14 Settlement of disputes - arbitration**

In case that the *HEIN* and the *HEIS* cannot settle a dispute concerning the *Contract* (its interpretation and/or its implementation) amicably; through direct negotiations or mediation, the dispute shall be submitted to *SIU* for final settlement.