

# **Consortium Agreement for the Erasmus Mundus Human Rights Policy and Practice (EMHRPP), hereinafter referred to as “the action”**

**The 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 Abenius, Head of Office, International Centre, **Coordinating Institution**, and

**Roehampton University (UoR)**, established at Roehampton Lane, London SW15 5PU, United Kingdom, represented by Jean-Noël Ezingard, Vice-Chancellor, and

**University de Deusto (UDeusto)**, established at Avenida de las Universidades 24.48007 Bilbao, Spain, represented by Jose Maria Guibert Ucin, Rector, and

**UiT The Arctic University of Norway (UiT)**, established at Hansine Hansens veg 18, 9019 Tromsø, Norway, represented by Anne Husebekk, Vice-Chancellor

each Partner has 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 Education, Audiovisual and Culture Agency (EACEA) of the Commission of the European Communities (CEC) under the Erasmus Mundus Joint Master Programme Action of the Erasmus+ funding programme*.

## **Article 2 – Entry into Force and Duration**

**§1. The action** commences on 1 September 2019 and four (4) cohorts will be offered by the Partners (2020-2022, 2021-2023, 2022-2024 and 2023-2025 respectively).

**§2.** The Consortium Agreement shall enter into force after its signature by all parties but shall have a retroactive effect from 1 September 2019. 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.** By entering this Agreement, the Partners warrant that they have full power and authority to enter into this Agreement and perform its terms and that they have the authority to provide the Programme in their countries for the duration of the Agreement pursuant to their respective constitutions, national laws and regulatory provisions. In particular the Partners have the full power and authority to grant the joint award as set out in this Agreement.

**§4.** 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 the *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.

§2. The **Consortium** 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 **EMHRPP** activities in collaboration with the Partners
- Coordination of the decision making procedure
- Preparation and execution of the Programme Board’s three (3) 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.
- Organise, receive and process all applications from prospective students and visiting scholars
- Organise student and scholar selection processes
- Payment of Erasmus Mundus scholarships to students and scholars involved in **EMHRPP**
- 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
- Oversee and manage the timely and correct execution of the financial agreement
- 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 **EMHRPP** programme
- Management of Quality Assurance mechanism in article 10
- Issuing the joint degree diploma and the joint diploma supplement

#### **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.

§3. When submitting invoices within the consortium, the Partners shall meet the financial and administrative requirements of the receiving institution.

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

- The implementation and promotion of the **EMHRPP**.
- The management of funds distributed by the Coordinating Institution. Financial administration of each Partner shall guarantee the correct use of funding according to the financial agreement.
- 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.
- Provide information about accommodation services for students at each partner university.

§5. Each Partner appoints a national Programme Convener to co-ordinate operation of the Degree Programme at each respective partner institution. The Programme Conveners are the first communication link with the Coordinator. Partners will notify the Coordinator immediately if they change their national Programme Convener.

#### **Article 4c) Programme Board, Admissions Committee and Convener's Meetings**

§1. The Programme Board is composed of the Project Coordinator, the national Programme Conveners, one member of academic staff and the designated programme administrator from each of the Partners, as well as three student representatives.

§2. The Programme Board shall meet formally at least three (3) times per year, preferably in person. It shall discharge the following responsibilities:

- Confirming the recruitment and the selection of all students and nominating students for scholarships according to the decision made by the Admissions Committee and the criteria set out in the Erasmus Mundus application and in the *Grant Agreement*.
- Be responsible for reviewing and revising the admission criteria in the Study and Examination Regulations according to national law and regulations.
- Overseeing general student progress in accordance with the Erasmus Mundus procedures and regulations.
- Review the data from all internal and external evaluations of the **EMHRPP** programme, and take any necessary actions.
- Review reports to the European Commission as designated in the *Grant Agreement*.
- Review course content and structure, making adjustments to the running of the course in order to ensure compliance with the *Grant Agreement* and objectives and also with the degrees which the Partners have committed to award to successful students.
- 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 Admissions Committee. The Committee is responsible for the selection of students according to the **EMHRPP** Admission Regulations.

§4. Conveners' Meetings deal with day-to-day running of the programme and any issues arising. Conveners take decisions on the academic progress of students as well as disciplinary measures.

#### **Article 5 – Decision-making in the Programme**

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

§2. All four Partners, represented by the national Programme Conveners, shall be consulted in the matter to be decided. If voting is necessary, decisions will be taken by a majority of those present at the relevant meeting.

§3. Should there be no clear majority, the coordinating institution will be given an extra vote to settle the discussion.

§4. Representatives in the Programme bodies shall take every precaution to ensure that his/her decision is in agreement with his/her collaborators, institutional practices and legal obligations.

§5. A Partner, who can demonstrate that a decision goes against its administrative procedures or against the *Grant Agreement*, 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.

§6. Upon request from a Partner, formal notice, consent or approval shall be given to confirm a decision. Such notices shall be signed by the Project Coordinator.

#### **Article 6 – Associated Partners**

§1. The Consortium may have Associated Partners with a limited role in the implementation of the degree programme in the form of, but not limited to, knowledge and skills transfer, the provision of complementary courses or backing possibilities for secondment of placement. The Associated Partners shall not be parties to the Consortium Agreement. All arrangements between the Consortium and the Associated Partners shall be regulated separately and such agreements must be in conformity with the requirements of this Consortium Agreement. All Partners must be informed of the contacts and separate arrangements with any Associated Partners.

#### **Article 7 - Funding distribution and use**

§1. The distribution and use of EMHRPP funding is ruled by the Financial Agreement of the programme, contained in Annex 2 to this Consortium Agreement.

§2. The Financial Agreement will be approved annually by the Consortium Partners during the Programme board in August. Any changes to or decisions affecting the Financial Agreement need to be agreed by the majority of the Consortium partners with due consideration for internal procedures for the validation of decisions, and be consistent with national legislation in each Consortium partner country.

§3. The distribution and use of funding agreed in the Financial Agreement shall respect the following principles:

- a) The Coordinating Institution is in charge of the distribution of funds to the partners in accordance to the Financial Agreement.
- b) A Development Fund will be established out of the participation fees of the students and used to cover expenses in benefit of the programme on which the Programme Board will decide.
- c) Sums that, in accordance to national law, cannot be taken by the Consortium partners individually will be allocated to the Development Fund, as specified in the Financial Agreement.

§4. The funds from EACEA, referenced in the *Grant Agreement*, are paid to the Coordinating Institution and distributed according to the Financial Agreement.

#### **Article 8 – EMJMD Scholarship Management**

§1. The coordinating institution shall organise, receive and process all applications for Erasmus Mundus scholarships on behalf of the Consortium.

§2. Applicants for EMJMD scholarships shall go through the joint application and selection procedure organised by the Consortium with the same eligibility and selection criteria, and comply with the specific requirements for EMJMD scholarships as specified by the Erasmus+ programme.

§3. The coordinating institution, on behalf of the Consortium, shall manage the EMJMD scholarship funds and process their payments to the grantees in a timely fashion.

§4. The coordinating institution, with the full cooperation of the Partners, shall be responsible for any required reporting on the EMJMD scholarships to the European Commission.

#### **Article 9 – Degree Programme**

§1. The joint curriculum of the Degree Programme has a modular structure and comprises seven mandatory modules in a compulsory mobility path spread over four semesters and two years:

<b>Semester</b>	<b>Workload</b>	<b>Location</b>	<b>Components</b>
Semester 1	30 ECTS	Göteborgs Universitet	Induction Week and 2 modules
Semester 2	30 ECTS	Universidad de Deusto	2 Modules and Dissertation Symposium [in semester 4]
Semester 3	30 ECTS	University of Roehampton	2 Modules including Internship
Semester 4	30 ECTS	UiT Arctic University of Norway is responsible for the course. Students will physically be at the Partner University to which they are assigned.	1 Module

§2. The academic programme, the learning outcomes, the mandatory modules and the timetable of modules run by the Consortium, the Partners and the Associated Partners as part of this degree programme shall be as established in the Programme Syllabus.

§3. The Partners shall be responsible for the delivery of their own modules and shall take into account joint agreements on learning outcomes, teaching and assessment methods, literature, textbooks and

other learning materials.

**§4.** If any Partner wishes to modify the content of modules approved in the Programme Syllabus, changes have to be approved by all other Partners. Any modifications must also fall within the boundaries for change as set down by the EACEA and must not be in contradiction with the Consortium Agreement or the Joint Curriculum and Degree.

**§5.** Fourth Semester Mobility is compulsory. Exceptions from this can be decided by the national Programme Conveners and with the approval of the supervisor.

**§6.** Assisted by the recommendation of the Quality Conference, the Programme Board shall be responsible for managing and improving the jointly developed degree programme and its modules.

**§7.** The Programme shall only be offered in a full-time mode of attendance.

#### **Article 10 – Quality Assurance**

**§1.** Monitoring of the Programme shall follow the instructions contained in the Internal Quality Handbook, notably on what regards *Internal Evaluation Methods*, *External Evaluation Methods*, and the *Quality Conference*.

**§2.** Each of the Partners shall co-operate throughout the different processes of monitoring the programme. This includes, audits, reviews, and similar exercises required by any of the Higher Education National Audit Agencies within the partner countries. This also includes audits and similar quality assurance exercises, especially those required by the European Commission.

#### **Article 11 – Student Administration**

**§1.** Without prejudice to the Consortium Agreement, the Student Agreement, the General Programme Regulations or the Joint Programme Board's agreements, students shall be entitled to the same rights and privileges and be subject to the same duties and responsibilities expressed in the Partners' regulations, procedures and customs (including any disciplinary regulations) for elements of the degree programme delivered by a given Partner. It is recognised that variations in the general regulations of Partners are acceptable.

**§2. Application, selection and admission:** The General Programme Regulations attached in Annex 4 to this Consortium Agreement regulate the application, selection and admission procedures in detail, including the eligibility and selection criteria, language qualification requirements, the joint application procedure, the admission procedure and the Joint Admissions Committee.

**§3. Registration and enrolment:** Prior to a student's enrolment in the Degree Programme, the accepted student and the Coordinating Institution shall sign a Student Agreement covering the academic, financial, administrative, behavioural and other relevant aspects related to the Degree Programme and, for the EMJMD scholarship holders, the scholarship management. In addition, the Student Agreement shall include the Study and Examination Regulations (detailing the requirements for successful acquisition of ECTS credits, the consequences in case of failure to acquire them, and the grading system), as well as information about the services provided to the student, and details related to health and social security, mobility requirements, and thesis, exam and graduation rules to the extent described in the Pre-Departure Handbook. The Partners will ensure that the student is informed of any updates in this information.

**§4.** Each Partner formally recognizes the modules offered within the joint Degree Programme and the credits awarded by the other Partners.

**§5.** There is no exit award of Postgraduate Certificate or Postgraduate Diploma for the Degree

Programme. Students who are programme-terminated without having completed the necessary credits for obtaining the MA award will be able to obtain certificates from the Partner Universities stating the modules taken and the marks obtained.

**§6. Academic Misconduct:** At UDeusto academic misconduct will be determined by Study Regulations Committee and the Board of Directors; at UoR by the Senate; **At UiT by the** and at GU by the vice-chancellor and the Disciplinary Board.

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**§7. Complaints and Appeals:** The Programme Complaints and Appeals procedures are as set down in the statutory and / or other provisions of each party. A student on the Degree Programme who wishes to make a complaint or an appeal shall follow the specific process for such appeals and complaints at the Partner where the module subject to the complaint or appeal is undertaken. The processes may vary between the Partners, due to national legislation, and these variations will be explained to the students in the Student Agreement and orally during induction at each Party.

## **Article 12 – 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.** Copyright and any other intellectual property which is developed jointly by two or more Partners shall be owned jointly in equal shares. Such joint intellectual property may be used and/or modified by each of the joint owners for their own educational purposes. It will not be disclosed to any third party, subject to any applicable national law, without the prior written consent of the other joint owners.

**§3.** The curriculum provided to **EMHRPP** 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.

**§4.** Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Partners or any of their logos or trademarks without their prior written approval for any activity unrelated to the programme.

## **Article 13 – Non-disclosure of information**

**§1.** All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and clearly marked as “confidential” within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

**§2.** The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the *Grant Agreement*, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

- to return to the Disclosing Party, or destroy on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

§3. The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

§4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the *Grant Agreement*;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure; or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision § 7 hereunder.

§5. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

§6. Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

§7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

#### **Article 14 – Maintenance of the program and termination of the agreement**

§1. The management unit at the coordinating institution on behalf of the Consortium, signs the *Grant Agreements* with the EACEA charged with EMJMD oversight.



§2. As required by the Agency, the Consortium commits itself to maintaining the content of the Degree Programme substantially in the form approved over that period (subject, of course, to updating and adaptation to needs).

§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. In the event that a Partner wishes to terminate its participation in the Agreement for any other reason, such termination shall follow the rules and procedures found in Article II.17 of the *Grant Agreement*. The terminating Partner shall give twelve (12) months written notice to the Coordinating Institution and the other Partners, with an effective termination date of 31 August the following calendar year.

§7. 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 15 – 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 once 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. No Partner 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.

§3. 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.

§4. 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.

§5. Nothing in this Agreement shall be deemed to exclude or limit the liability of a Partner for fraudulent misrepresentation.

#### **Article 16 – 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 Agreement. 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 17– Force Majeure**

§1. No Partner shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under the Agreement by Force Majeure.

§2. The Partner affected by Force Majeure shall promptly notify the Coordinating Institution and the relevant consortium bodies of the occurrence of Force Majeure and the consequences for the Partner's performance under the Agreement.

§3. Force Majeure includes, but is not limited to: 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.

§4. This Article 17 shall not apply to payment obligations.

#### **Article 18 – 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 parties.

§2. In case the terms of this Agreement are in conflict with the terms of the *Grant Agreement*, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Agreement, the latter shall prevail.

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

§4. Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

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

§6. Any notice, demand or communication in connection with this Consortium Agreement will be in writing and may be delivered by hand, post, facsimile (but not by e-mail), addressed to the recipient at the address stated in this Consortium Agreement or any other address (including a facsimile number) notified to the other party in writing in accordance with this clause as an address to which notices,

invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

- if delivered by hand, at the time of delivery;
- if delivered by prepaid post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted; or
- if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by prepaid post (first class or airmail as appropriate) to the other party within 24 hours after transmission; and
- as provided in the English language.

§7. Nothing contained in this Consortium Agreement, and no action taken by the Partners pursuant to this Consortium Agreement, will be deemed to constitute a relationship between the Partners of partnership, joint venture, principal and agent or employer and employee. Neither Partner has, nor may it represent that it has, any authority to act or make any commitments on the other Partners' behalf.

### **Article 19 – Applicable law and settlement of disputes**

§1. When it comes to issues relating to students, the following shall apply. Issues relating to Sweden will be dealt with under the laws of Sweden. Issues relating to the United Kingdom will be dealt with under the laws of England. Issues relating to Spain will be dealt with under the laws of Spain. Issues relating to Norway will be dealt with under the laws of Norway. 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.

§2. This Consortium Agreement shall in all respects be in compliance with the terms of the related *Grant Agreement* and be governed by the laws of the country to which the issue at hand has the strongest attachment.

§3. 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.

§4. In the event of unresolved disputes, the matter will be decided in accordance with the Rules of Mediation by the International Chamber of Commerce. Where the dispute cannot be settled by mediation, it shall be finally settled by the competent local district court, in accordance with the principles of Article 18, §1.

§5. The language of any dispute proceedings shall be English if not otherwise agreed by the conflicting Partners.

§6. 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.

§7. 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.

§8. The Partners shall provide each other with such assistance as may be reasonably required by another Partner to enable compliance with their respective national legislations.

#### **Article 20 - Banking information**

§1. The Coordinating Institution shall transfer the funds to the bank accounts as indicated in Annex 3.

#### **Article 21- Annexes**

The following annexes are part of the Consortium Agreement:

Annex 1: Grant Agreement (2019-1519/001-001 EMJMD): contracted between the **EACEA** and the Coordinating Institution for the action.

Annex 2: Financial Agreement for the **EMHRPP** Degree Programme, presenting the details of funding distribution by the Coordinating Institution to the Partners.

Annex 3: Financial identification forms of the Partner institutions.

Annex 4: General Programme Regulations for the Joint Award

#### **Signatures and Stamps**

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

For the University of Gothenburg (GU)

Date, Stamp and Signature of legal representative: \_\_\_\_\_

Other agreements of persons implicated in the programme:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Roehampton University (UoR)

Date, Stamp and Signature of legal representative: \_\_\_\_\_

Other agreements of persons implicated in the programme:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For University de Deusto (UDEusto)

Date, Stamp and Signature of legal representative: \_\_\_\_\_

Other agreements of persons implicated in the programme:

\_\_\_\_\_

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For UiT The Arctic University of Norway (UiT)

Date, Stamp and Signature of legal representative: \_\_\_\_\_

Other agreements of persons implicated in the programme:

