

**Collaboration agreement between
Aarhus University, Aalborg University and Roskilde University
MAGAART Project
(Formerly: Capacity Building within Research Communication,
Dissemination and Networking)**

Project period: 3 years (January 2013 – December 2015)

Budget: DKK 4.75M

Project components:

- Knowledge sharing, Research Dissemination and Communication
- E-Learning in combination with Problem Based Learning (PBL)

Partners

Denmark	Aarhus University (project holder) (AU) Roskilde University (RUC) Aalborg University, Department of Communication and Psychology (AAU)
Kenya	Maseno University (MSU)
Nepal	Tribhuvan University (TU)
Uganda	Gulu University (GU)

Background

This project was originally conceptualized as part of the Building Stronger Universities (BSU) project under Universities Denmark within a larger budget frame of DKK 19M, and was intended to be administered through Platform on Stability, Democracy and Rights (PSDR) under this project. With the reorganization of BSU as decided by Danida in 2013, all BSU platforms have been phased out with effect on 31 December 2013, and the present project is reconceptualised as an independent grant outside BSU Phase II. This document describes the organizational structure as outlined in the project document (see annex A), i.e. a consortium between the Danish partner institutions, and a management structure at Maseno University, Gulu University and Tribhuvan University (hereinafter called "South partner universities").

Danish Coordination Group (DCG)

In Denmark the project monitoring and implementation is organized in a coordination group with members from all three Danish universities in the consortium, and with AU as the responsible project holder vis-à-vis Danida Fellowship Centre (DFC). The coordination group members are:

- Jens Seeberg, Dep. of Culture and Society, AU (Project Director)
- Martin D. Larsen, Dep. of Culture and Society, AU (Project Coordinator)
- Pär-Ola Zander, Dep. of Communication and Psychology, AAU
- Inger Lassen, Dep. of Culture and Global Studies, AAU
- Preben Kaarsholm, Dep. of Society and Globalisation, RUC
- Ulla Ambrosius Madsen, Department of Psychology and Educational Studies, RUC

The Danish Coordination Group is responsible for monitoring that the project progresses as planned and is involved in planning of the project activities in close collaboration with the three south partners.

The DCG meets at regular intervals as required, with at least one face-to-face meeting every semester, and any additional meetings conducted as telephone or online meetings. The Project Coordinator functions as secretary of the DCG.

South coordinators

Each South partner university will appoint a coordinator/manager and a person who is responsible for the project. If required, both functions can be performed by one person. These are:

- Catherine Muhoma, MSU
- Fredrick Wanyama, MSU
- Lekhnath Sharma, TU
- Ambrose Okot, GU
- Charles Okumu, GU

Working groups

Specific working groups will be formed according to needs. Working groups can be local, across the consortium, or involve all partner universities, as may be considered most relevant. A working group will have a clear definition of leadership, tasks, responsibilities and budget, which have to be approved by the DCG and the South coordinators.

Intellectual property rights and Publication

The project will develop 3 PhD courses. It will increase the impact of the project that the courses are available for implementation beyond 2015, e.g. in South-South collaborations or in new North-South constellations. Any MAGAART partner university should be able to use the content, apply the technology, and have information on how to set up the courses, after completion of the project. Apart from copyright of academic publications used, all courses should therefore be free from intellectual property limitations and equivalent constraints, but credit should be given to course authors, including eLearning input. The courses should be exportable from the technical platform and not "locked into" a specific technology.

The Danish Parties shall enjoy the unrestricted right to publish their own research results in scientific works and journals pursuant to the traditions of the area of research in question.

Budget

The total budget is DKK 4.75M. It is distributed as follows:

	Activities	OH	TOTAL
AU	799,688	159,938	959,626
AAU	499,687	99,937	599,624
RUC	499,687	99,937	599,624
TU	971,846	68,029	1,039,875
MSU	824,346	57,704	882,050
GU	588,037	41,163	629,200
Audit	40,000	-	40,000
TOTAL	4,223,291	526,708	4,749,999

The difference in budget between AU and the other Danish partners is used for project coordination. A sum of DKK 240.000 (ex. OH) of the AU budget has been earmarked as contribution towards salary to coordinator, the remaining part of which is being covered by AU. The major part of the budget in Denmark will be used to cover involvement of Danish academic staff from the three universities in the Danish consortium in accordance with the project document and DFC guidelines. All Danish partners are expected to contribute substantially to the realization of the project. The funds will be distributed among the Danish partners in accordance with the agreed budget plan (see annex B) in two equal installments, one for 2014 and one for 2015. Each partner university is responsible for delivering manpower and conducting activities in accordance with the agreed budget plan. AAU and RUC will submit annual accounting reports to AU in accordance with DFC budget heads within the first three months of the calendar year for the previous year. AU will consolidate accounting reports from all partners and submit to DFC within the stipulated deadlines.

Tasks

The tasks of the Danish Partners are described in the Budget.

Accounting and annual installments

The annual installments are disbursed on the basis of an electronic invoice sent to:

Collaboration agreement between Aarhus University, Aalborg University and Roskilde University: MAGAART Project

Aarhus Universitet
Nordre Ringgade 1
8000 Aarhus C
CVR-nr: 31119103
EAN: 5798000418301

The first installment covering 50% of the year's budget can be made in the first quarter and the second installment with the remaining amount upon approval of the annual accounts by DFC.

Annual accounts should be reported using the accounts form from DFC (see DFC website: <http://dfcentre.com/>) and signed by the relevant project coordinator and the responsible institution's accounting officer thereby endorsing the accounts to be true, accurate and in compliance with DFC's conditions. Deadline for submitting the annual accounts report to AU's contact person is 1st of June to ensure delivery of accounts for all partner institutions together 1st of July to DFC.

Any enquiry regarding accounting and annual installments should be directed to Project Coordinator Martin Damgaard Larsen (mdl@cas.au.dk).

Scope of agreement

The above is agreed between Aarhus University, Aalborg University and Roskilde University. Issues mentioned above pertaining to the south partners are included in the Letter of Agreement between AU and the respective south partners. This agreement remains valid for the project period. Should the project be extended, this agreement is automatically extended to the project period. The agreement may be modified or amended based on mutual agreement between the three signatories

Breach of agreement

In the event that a Danish Party materially breaches its obligations according to the agreement, the other Danish Parties may terminate the agreement towards the breaching Danish Party. However, the agreement may only be terminated if the breaching Danish Party has not remedied such breach within thirty (30) days after receipt of a written demand.

Liability

The Danish Parties shall be liable in accordance with the ordinary rules of liability in Danish law. The Danish Parties shall however not be held liable for any indirect losses, consequential damages, operating losses, lost earnings or other economic consequential losses, including claims of a third party. In any case, the Danish Partners can only be liable for damages of an amount up to DKK 500.000.

No Danish Party shall assume any liability with regards to the other Danish Parties' commercial exploitation of Foreground Information solely or partly generated by that Danish Party. Thus, a Danish Party shall not be held liable in the event of product liability or infringement of the rights of any third party caused by the other Danish

Parties' commercial exploitation. Furthermore a Danish Party exploiting the research results of this agreement shall indemnify the other Danish Parties against any claims from third party resulting from its commercial exploitation.


Force Majeure

None of the Danish Parties are responsible for lacking fulfilment of their obligations in accordance with this agreement where fulfilment is prevented by extraordinary circumstances which the Danish Party in question has no control over and which the Danish Party neither could nor should properly have foreseen when signing the agreement and neither should have avoided nor overcome. These extraordinary circumstances include for example changes to public regulation.


If the above-mentioned force majeure event lasts for more than sixty (60) days, the other Danish Parties are entitled to cancel the agreement with immediate effect toward the former Danish Party.

Dated 11th of June 2014

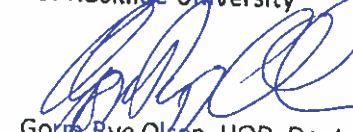
For Aarhus University

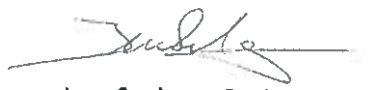

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