

Consortium Agreement for the Establishment of a Joint Master's Degree Programme in International Humanitarian Action.

This consortium agreement represents the **joint procedure** for the provision of the **Joint Master's Degree Programme in International Humanitarian Action**. The agreement was developed by the **partner providers** in accordance with **national legislation in their respective jurisdictions**. It establishes joint procedures and criteria for awarding a **joint degree** (or a double degree, if national regulation does not allow the former). The agreement was formally established in February 2009.

1. Parties to the Memorandum of Understanding (hereafter referred to as the agreement):

The Consortium comprises seven universities. These seven universities are members of the Network on Humanitarian Assistance (NOHA), which is a legal entity established in 2001, under Belgian Law. The NOHA members that comprise this Consortium include:

- **Université Catholique de Louvain**, Belgium represented by Prof. Bernard Coulie, rector, and Prof. Catherine Gourbin, academic coordinator, (1, Place de l'Université B-1348 Louvain-la-Neuve, Belgium);
- **Université Aix-Marseille III**, France, represented by Prof. Marc Pena, rector, and Prof. Marie-José Domestici-Met, academic coordinator, (3 avenue Robert-Schuman 13628 Aix-en-Provence cedex 1, France);
- **University College Dublin**, Ireland, represented by Prof. Hugh Brady, rector, and Prof. Patrick Gibbons, academic coordinator, (Belfield, Dublin 4, Ireland);
- **Ruhr-Universität Bochum**, Germany, represented by Prof. Elmar W. Weiler, rector, and Prof. Markus Moke, academic coordinator, (Universitätsstraße 150, 44801 Bochum, Germany);
- **Universidad de Deusto**, Spain, represented by Prof. Jaime Oraá Oraá, rector, and Prof. Cristina Churrua, academic coordinator, (Avenida de las Universidades, 24, 48007 Bilbao, Spain);
- **Uppsala University**, Sweden, represented by Prof. Lennart Dencker, acting rector, and Dr. Inga-Lill Aronsson, academic coordinator, (Box 256, SE-751 05 Uppsala, Sweden); and
- **Rijksuniversiteit Groningen**, The Netherlands, represented by Prof. Frans Zwarts, rector, and Prof. Joost Herman, academic coordinator, (P.O.Box 72, 9700 AB Groningen, The Netherlands).

Further parties can be added to this agreement as Partner Institutions. The addition of new Partner Institutions shall require a review of the terms of this agreement.

2. Collaboration and Responsibilities of the Consortium

- 2.1** Parties to this agreement shall collaborate to offer the Joint Master's Degree Programme in International Humanitarian Action. The agreement defines the responsibilities of the parties
- 2.2** The Consortium, through its Master's Board, shall consider requests from potential partner institutions to become members of the Consortium. In the event of a Partner withdrawing from the Consortium, the Master's Board shall manage the phased withdrawal, respecting the interests of all enrolled students.

3. Regulations Governing the Joint Master's Degree Programme in International Humanitarian Action.

- 3.1** Students shall be subject to the rules and regulations (including any disciplinary regulations) of the Partner Institution for elements of the course delivered by them. It is recognized that variations in the general regulations of Partner Institutions is acceptable.

- 3.2 Partner Institutions shall conduct all assessment in accordance with Policies and Procedures in force at the Partner Institutions and with reference to those adopted by the Master's Board as elaborated in Section 8 of the Programme Handbook.

4. Marketing

- 4.1 The Consortium, through its Master's Board, shall market, advertise and promote the Joint Master's Degree Programme in International Humanitarian Action. Publicity material shall be approved by the Master's Board and shall always include a statement on the joint nature of the programme.
- 4.2 The Partner Institutions shall include details of the Joint Master's Degree Programme in International Humanitarian Action in their prospectuses and other promotional literature, and include the Joint Master's Degree Programme in International Humanitarian Action as part of their entries in compendia and other guides.
- 4.3 Through appropriate use of all Partner Institutions' logos, names and design identities, promotional material shall indicate that the Joint Master's Degree Programme in International Humanitarian Action is delivered by the Consortium partners and leads to the award of a joint degree or double degree if national regulations do not allow a joint degree.
- 4.4 The Partner Institutions shall provide input to the Joint Master's Degree Programme in International Humanitarian Action website as well as to any common marketing material on request of the Secretariat.

5. Responsibilities of the Partner Institutions

- 5.1 The Partner Institutions shall be responsible for the delivery of their own modules and shall agree upon teaching and assessment methods; draw-up learning outcomes; prepare syllabi; provide students with learning material; assess students in line with the Programme Handbook as agreed by the Master's Board.
- 5.2 The Partner Institutions shall be responsible for employing appropriately qualified staff to deliver the Joint Master's Degree Programme in International Humanitarian Action. All teaching staff shall be fluent in the language of instruction at Partner Institutions and be prepared to teach and attend meetings at other Partner Institutions.
- 5.3 The Partner Institutions shall be responsible for student entry into the new culture and school environment at their respective premises.
- 5.4 The Partner Institutions shall ensure that appropriate facilities are made available including library facilities and IT facilities
- 5.5 The Partner Institutions agree to co-operate fully in relation to any audits, reviews, evaluations and quality assurance processes, monitoring, assessments and reports undertaken by any Partner and by any other relevant body or person as agreed by the Master's Board.
- 5.6 Each Partner Institution shall be responsible for keeping accurate records of their students and for transferring records to the central records which shall be created, maintained and kept by the Consortium Secretariat.
- 5.7 The Partner Institutions shall be responsible for delivering and issuing a joint degree diploma or a double degree if the former is not legally possible by their country regulations.

6. Degree awarding

- 6.1 The Consortium has striven to establish a joint diploma from its inception. All the Universities will give a joint degree diploma as soon as it is legally possible by their country regulations.
- 6.2 In the case of a joint degree diploma, the home university, the university where the student is enrolled for the first semester, shall be responsible for processing the students records and issuing the single official degree diploma on behalf of the granting universities. The home university will also be responsible of the registration of the official joint degree diploma provided it is within the framework of national law and custom
- 6.3 This joint degree diploma will indicate clearly that the award is a Joint Master's Degree Programme in International Humanitarian Action. It will also clearly indicate the universities granting the degree and will be issued according to the bilateral agreements adopted by the concerned universities for the implementation of this memorandum of understanding. The home university will also issue the diploma supplement, which in-turn recognises that the programme is a jointly designed Erasmus Mundus Joint Master's Degree Programme in International Humanitarian Action. (see Annex 1). It is understood that at least 30 ECTS will be delivered by the host university and the remaining credits will be delivered by the home university.
- 6.4 In the case of a double degree diploma, the universities will also enroll the students from other partner universities, who will follow part of the programme at this institution. Each university shall be responsible for processing its students' records and issuing its own official degree diploma. Each university will also be responsible for the registration of its official degree diploma. In this case the students will receive two official diplomas: one from each of the two universities where they have followed a part of the programme. The students will also receive the diploma supplement according to the rules defined in the bilateral agreement. The diploma supplement will recognise that the programme is a jointly designed Erasmus Mundus Joint Master's Degree Programme in International Humanitarian Action and delivered by all partner providers (see Annex 1).
- 6.5 Degrees will be issued according to Partner Institutions' national regulations and will be subject to bilateral agreements.

7. Management of the Joint Master's Degree Programme in International Humanitarian Action.

- 7.1 The overall management of the Consortium is the responsibility of the Secretariat under the guidance/ governance of the Master's Board. The Secretariat will be responsible for the co-ordination and day-to-day management of the programme itself and its support mechanisms. The Secretariat will be Deusto University for the duration of this agreement.
- 7.2 The Secretariat shall be responsible for submitting all required reports and for reporting to the NOHA Association and other relevant bodies.
- 7.3 The Secretariat shall be responsible for maintaining, during the term of this Agreement and for five years after its termination or expiry, full records of the Joint Master's Degree Programme in International Humanitarian Action.
- 7.4 The Secretariat shall assist the Master's Board with the selection and admission of all students on the Joint Master's Degree Programme in International Humanitarian Action..
- 7.5 The Secretariat shall be responsible for drawing-up the list of admitted Erasmus Mundus students according to the timing agreed by the Master Board. For this purpose each partner university shall provide the Secretariat with the relevant information.
- 7.6 The Secretariat, on behalf of the Consortium, shall develop and maintain the website for the Joint Master's Degree Programme in International Humanitarian Action. The Secretariat shall

ensure that the Programme Handbook is in line with agreements sanctioned by the Master's Board.

- 7.7 The Secretariat, on behalf of the Consortium, will receive and process all applications for admission to the Joint Master's Degree Programme in International Humanitarian Action and for Erasmus Mundus scholarships.
- 7.8 The Secretariat, on behalf of the Consortium, shall have the overall responsibility for the financial management of the Erasmus Mundus Master, including administration of the collection of admission charge, distribution of scholarships and managing all income and general expenditure in relation to the Consortium.
- 7.9 The Secretariat shall appoint a Coordinator responsible for the operational management of the Joint Master's Degree Programme in International Humanitarian Action.

8. Master's Board

- 8.1 The Master's Board shall comprise the NOHA Directors that have been selected by the Partner Institutions of the Consortium.
- 8.2 The Master's Board is made up of seven voting members together with the Secretariat and the Co-ordinator.
- 8.3 The Master's Board is responsible for the overall quality and standards of the Joint Master's Degree Programme in International Humanitarian Action. It shall monitor Partner Institution compliance with this agreement.
- 8.4 The Master's Board shall meet at least twice each year. Minutes of Master's Board meeting will be distributed to all members of the Master's Board at least fifteen days after the meeting. Any changes to the draft minutes must reach the NOHA Secretariat within 1-week of the distribution of the minutes. After this deadline, the NOHA Project Manager will produce and file a final version, a copy of which will also be sent to all Directors.
- 8.5 The Master's Board shall be responsible for ensuring that the Joint Master's Degree Programme in International Humanitarian Action is delivered to the highest academic standards.
- 8.6 The Master's Board shall be responsible to agree academic standards as set out in the Programme Handbook.
- 8.7 The Master's Board shall be responsible for developing jointly the programme and associated modules for the Joint Master's Degree Programme in International Humanitarian Action.
- 8.8 The ultimate responsibility for academic standards in each Partner Institution rests with the representative of that institution on the Master's Board. The Master's Board shall also establish a Curriculum Development (CD) group composed of one person per university, which will be responsible for marks and standards of association and the jointness of the curriculum development.
- 8.9 The Master's Board shall be responsible for setting and reviewing the admission criteria according to national laws. Due consideration shall be taken to parties national requirements for admission of students.
- 8.10 The Master's Board shall be responsible for the annual selection and admission of all students onto the Joint Master's Degree Programme in International Humanitarian Action, students having been screened by selection committees at Partner Institutions. However, no party is obliged to admit a student in conflict with national legal requirements for admission.

8.11 Changes to the Joint Master's Degree Programme in International Humanitarian Action have to be done in concertation with the Master's Board.

8.12 The Master's Board shall agree any changes to the Programme Handbook.

9. Financial Management

9.1 The Master's Board shall, subject to the approval of the Partner Institutions, agree and approve participation costs to be charged to students on an annual basis.

9.2 The participation costs will be quoted in Euros and shall be applied to all Partner Institutions.

9.3 The collection of participation costs shall be administered by the Secretariat, on behalf of the Consortium, in accordance with the Financial Agreement.

9.4 Participation costs will be distributed among the Partner Institutions in accordance with national legislation and the Financial Agreement

10. Terms and Termination

10.1 This agreement shall apply for the period 1 May 2009 to 31 April 2014. Commencing 1 May 2013, the Master's Board shall conduct a review of this Agreement and the quality of the Joint Master's Degree Programme in International Humanitarian Action and decide whether or not it is prepared to extend this Agreement upon the same terms and conditions.

10.2 If the Master's Board is to extend this Agreement it must give each party the opportunity to continue its commitment or to withdraw from the Agreement. At the commencement of the review of this Agreement on 1 May 2013, each Partner Institution must state, in broad terms, its intention to continue its commitment to, or withdraw from, the Agreement. In the event of an extension of the Agreement, the whole Agreement should be reviewed.

10.3 The Master's Board may require a party to terminate its commitment to this Agreement if that party persistently does not fulfill its obligations and requirements as outlined in this Agreement.

10.4 Parties to this Agreement shall each be entitled to terminate their commitment to this Agreement through a phased withdrawal, for any reason, by giving at least 12 months notice in writing to the Master's Board prior to 31 August of any year.

10.5 Any party wishing to terminate its commitment shall agree upon a phased withdrawal plan, during which its legal obligations to each student must be analysed, assessed and reported to the Master's Board. If the party cannot honour its commitment to students, arrangements must be made to transfer the obligations to another Partner Institution. This may involve the transfer of funds.

11. Confidentiality and Data Protection

11.1 All data and other documents and information (other than promotional material) supplied in writing by any Partner (the Supplying Partner) to another Partner (the Receiving Partner) under this Agreement (Supplied Material) shall remain the property of the Supplying Party and shall be treated as confidential

11.2 The Receiving Party shall not during the term of this Agreement or thereafter use any Supplied Material or disclose any Supplied Material to any third party save to the extent as may be reasonably necessary for the fulfilment of the Receiving Party's duties and obligations under this Agreement.

- 11.3** The receiving Party's obligations under clause 6.2 shall cease to apply to:
- 11.3.1. any Supplied Material which becomes available to the public generally other than through a breach of this clause;
 - 11.3.2. any information which the Receiving Party can prove was lawfully known to the Receiving Party at the time of receipt from the Supplying Party and not subject to any existing obligation of confidentiality;
 - 11.3.3. information that was lawfully received from a third party without restriction or breach of any obligation of confidentiality;
 - 11.3.4. any disclosure of Supplied Material pursuant to a judicial or other lawful government order; and
 - 11.3.5. the disclosure of Supplied Material to enable the Receiving Party to comply with the information disclosure obligations contained in national legislation.
- 11.4** The Consortium partners are subject to national legislative requirements and agree that they shall (at their own expense) co-operate and provide all necessary assistance as may be reasonable requested by any Consortium partner to enable compliance with its obligations.
- 11.5** The Consortium shall provide within five (5) working days of receipt of a request for assistance from any partner institution such information in its possession or power as may be reasonably requested in order to assist the Consortium partner to comply with its obligations under national legislation.
- 11.6** Each party hereby undertakes that it shall not at any time, use or permit to be used, the name, insignia, logo or other distinctive identifying feature of the other Party, except where such use is authorized under this Agreement.

The approval of each Partner must be sought and obtained in writing before its identity (name, logo, colours and typeface) is used in advertisements, prospectuses and other publicity materials. In all cases, the wording should be in accordance with guidelines of each Partner.

12. Intellectual Property

- 12.1** Each Partner grants to the other Partners a non-exclusive, non-transferable, royalty-free licence to use their respective names and logos including Trademarks, solely for the purpose of performing their obligations and exercising their rights under this Agreement. Each such use of the names and logos shall be in a form agreed with the institution in question. All goodwill resulting from the use by a Partner under this Agreement of the Intellectual Property Rights of other Partners shall ensure to be of benefit to the owner of such Intellectual Property Rights.
- 12.2** Each Partner shall promptly and fully notify the other Partner of any actual, threatened or suspected infringement of the other Partner's Intellectual Property Rights which comes to the first Partner's notice, and of any claim by any third party coming to its notice that the marketing and/or offering of the Joint Master's Degree Programme in International Humanitarian Action infringes any rights of any third party.
- 12.3** Each Partner grants to the other Partners a non-exclusive, non-transferable, royalty-free licence to use their respective Intellectual Property Rights which were not created under this Agreement solely insofar as the use of such Intellectual Property Rights is necessary for the purpose of performing such Partner's obligations and exercising their rights under this Agreement.
- 12.4** The Partners agree that the Intellectual Property Rights in all materials for the programme covered by this Agreement, created by any of the Partners, shall vest in and be owned by the Partner responsible for creating and/or developing the relevant programme materials ("Originating Party"), unless otherwise agreed in writing between the Partners. Materials which are jointly created shall vest in and be owned by the Consortium.

13. Other Aspects

13.1 Entire Agreement

This Agreement constitutes the entire agreement and Parties acknowledgement that in entering into this Agreement no Party relies on , and shall have no remedy in respect of, any statement, representation, warrant or understanding, however made, other than as expressly set out in this Agreement.

13.2 Notices

Any demand notice or other communication given or made under or in connection with this agreement will be in writing.

13.3 Force Majeure

None of the Parties to this agreement shall be responsible to another other Party for any delay in performance or non-performance due to Force Majeure (which means any cause preventing any Party from performing any or all of its obligations which arises from or is attributable to the acts, events, omissions or accidents beyond the reasonable control of the Party so prevented, including without limitation, any strike, lock-out or other form of industrial action, war, riot, civil commotion, terrorism, malicious damage, compliance with law or governmental order, rule, regulation or direction, accident, breakdown of plenty or machinery, fire, flood, storm).

The affected Party shall promptly upon occurrence of any such causes inform the other Parties, stating that such cause has delayed or prevented its performance hereunder and thereafter such Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one (1) month, the Parties shall enter into discussion with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

14. Arbitration

14.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, if not resolved by conciliation or mutual settlement between the Parties within a reasonable time, will be submitted to arbitration according to the national law of the home university, the university where the student is enrolled for the first semester.

14.2 The details of the subject circumstances of the dispute shall be communicated in writing by the Party alleging the same to the other Party/parties.

14.2.1. Where there are multiple claimants and/or respondents, the multiple claimants, jointly, and/or the multiple respondents, jointly, shall nominate one member. The nominated members shall appoint a third member, who also shall be the chairperson of the arbitration panel.

14.2.2. The Panel so constituted shall determine its choice of law, set its own rules of procedure and adjudicate the matter submitted to it.

14.2.3. The decision of the Panel shall be final, and upon it being communicated to the Parties, they shall abide by it forthwith as far as legally possible

This agreement is access by a Signature Page whereby each University representative signs together with the legally authorised representative of the coordinating University. The Signature Page is done in two copies , of which one shall be kept by the coordinator and one by the University concerned.

Signature Page

(to be filled in by each Party identified on page 1 of the Consortium Agreement)

L'Université catholique de Louvain represented for the purpose hereof by Pr. Bernard Coulie, Rector, established in: Louvain-la-Neuve, Belgium acting as its legal authorised representative, hereby consents to become a Party to Consortium Agreement relating to the Joint Master's Degree Programme in International Humanitarian Action and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a Party.

Done in 2 copies, of which one shall be kept by the coordinator and one by l'Université Catholique de Louvain, Louvain-la-Neuve

Name of Legal Entity: Université Catholique de Louvain, Louvain-la-Neuve

Name of legally authorised representative: Pr. Bernard Coulie

Function of legally authorised representative: Rector



Signature of legally authorised representative:

Date: April 23rd 2009

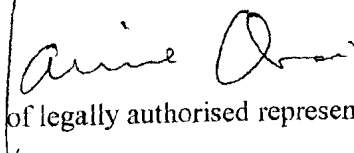
Stamp of the organisation



Name of Legal Entity: UNIVERSITY OF DEUSTO

Name of legally authorised representative: Jaime Oraá Oraá

Function of legally authorised representative: Rector


Signature of legally authorised representative:

Date:

Stamp of the organisation



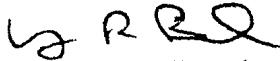
Signature Page

(to be filled in by each Party identified on page 1 of the Consortium Agreement)

University College Dublin, represented for the purpose hereof by Dr Hugh BRADY, President established in 1854 acting as its legal authorised representative, hereby consents to become a Party to Consortium Agreement relating to the Joint Master's Degree Programme in International Humanitarian Action and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a Party.

Done in 2 copies, of which one shall be kept by the coordinator and one by University College Dublin.

Name of Legal Entity: University College Dublin National University of Ireland, Dublin
Name of legally authorised representative: Function of legally authorised representative: President



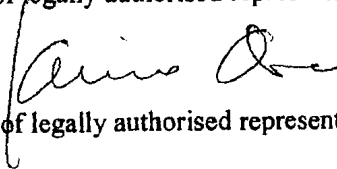
Signature of legally authorised representative:

Date: 24 April 2009

Stamp of the organisation



Name of Legal Entity: UNIVERSIDAD DE DEUSTO
Name of legally authorised representative: Jaime Oraá Oraá
Function of legally authorised representative: Rector



Signature of legally authorised representative:

Date:

Stamp of the organisation



Signature Page

(to be filled in by each Party identified on page 1 of the Consortium Agreement)

University Paul Cézanne Aix-Marseille III

represented for the purpose hereof by **Pr. Marc PENA**

President or her/his/their authorised representative established in:

.....
acting as its legal authorised representative, hereby consents to become a Party to Consortium Agreement relating to the Joint Master's Degree Programme in International Humanitarian Action and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a Party.

Done in 2 copies, of which one shall be kept by the coordinator and one by

Name of Legal Entity: **University Paul Cézanne Aix-Marseille III**

Name of legally authorised representative: **Pr. Marc PENA**

Function of legally authorised representative: **Rector**

Le Président

MARC PENA

Signature of legally authorised representative:

Date: 23 April 2009

Stamp of the organisation



Name of Legal Entity: **UNIVERSIDAD DE DEUSTO**

Name of legally authorised representative: **Jaime Oraá Oraá**

Function of legally authorised representative: **Rector**

Signature of legally authorised representative:

Date:

Stamp of the organisation



Signature Page

(to be filled in by each Party identified on page 1 of the Consortium Agreement)

UPPSALA UNIVERSITET

represented for the purpose hereof by LENNART DENCKER
President or her/his/their authorised representative established in:
UPPSALA

acting as its legal authorised representative, hereby consents to become a Party to Consortium Agreement relating to the Joint Master's Degree Programme in International Humanitarian Action and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a Party.

Done in 2 copies, of which one shall be kept by the coordinator and one by Uppsala universitet

Name of Legal Entity: UPPSALA UNIVERSITET
Name of legally authorised representative: LENNART DENCKER
Function of legally authorised representative: acting Rector

Signature of legally authorised representative:

Date: *April 22, 2009*



UPPSALA
UNIVERSITET

Stamp of the organisation

Name of Legal Entity: UNIVERSIDAD DE DEUSTO
Name of legally authorised representative: Jaime Oraá Oraá
Function of legally authorised representative: Rector

Signature of legally authorised representative:

Date:

Stamp of the organisation



Signature Page

(to be filled in by each Party identified on page 1 of the Consortium Agreement)

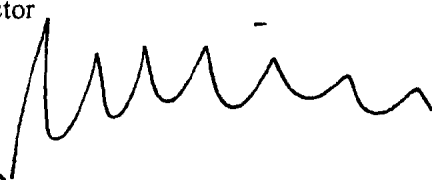
.....
represented for the purpose hereof by
President or her/his/their authorised representative established in:

.....
acting as its legal authorised representative, hereby consents to become a Party to Consortium Agreement relating to the Joint Master's Degree Programme in International Humanitarian Action and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a Party.

Done in 2 copies, of which one shall be kept by the coordinator and one by

Name of Legal Entity: RUHR-UNIVERSITÄT BOCHUM
Name of legally authorised representative: Prof. Dr. Elmar Weiler
Function of legally authorised representative: Rector

Signature of legally authorised representative:



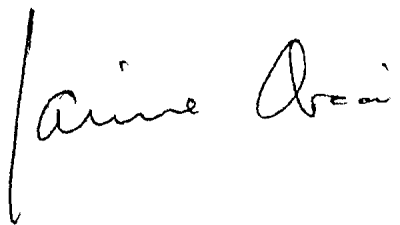
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Stamp of the organisation



Name of Legal Entity: UNIVERSIDAD DE DEUSTO
Name of legally authorised representative: Jaime Oraá Oraá
Function of legally authorised representative: Rector

Signature of legally authorised representative:



Date:

Stamp of the organisation



Signature Page

(to be filled in by each Party identified on page 1 of the Consortium Agreement)

Rijksuniversiteit Groningen
represented for the purpose hereof by ..Prof. dr. Sibrand Poppema
President or her/his/their authorised representative established in:

.....
acting as its legal authorised representative, hereby consents to become a Party to Consortium Agreement relating to the Joint Master's Degree Programme in International Humanitarian Action and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a Party.

Done in 2 copies, of which one shall be kept by the coordinator and one by ..Rijksuniversiteit Groningen

Name of Legal Entity:

Name of legally authorised representative: Function of legally authorised representative: ~

Prof. Dr. Sibrand Poppema, President

Signature of legally authorised representative:



Date: 11 sept. 2009

Stamp of the organisation



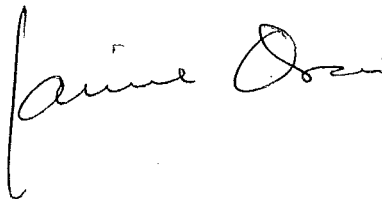
university of
 groningen

Name of Legal Entity: UNIVERSIDAD DE DEUSTO

Name of legally authorised representative: Jaime Oraá Oraá

Function of legally authorised representative: Rector

Signature of legally authorised representative:



Date:

Stamp of the organisation

