

CONSORTIUM AGREEMENT

Between

UiT The Arctic University of Norway (UiT)

and

University of Ruhuna (UoR)

and

National aquatic resources and development agency (NARA)

and

University of Jaffna (UoJ)

For the Project

NOR-LANKA BLUE – innovative network in fisheries, aquaculture and aquatic science.

UiT is referred to as project coordinator, whereas UofR, NARA and UoJ is referred to as consortium participants.

1 PREAMBLE

Recognising the mutual benefits to be gained through project collaboration, UiT The Arctic University of Norway and important Sri-Lankan institutions University of Ruhuna, National aquatic resources and development agency and University of Jaffna enter into this collaborative project promoting scholarly activities, student and staff mobility and international understanding.

This Consortium Agreement establishes rights and obligations between the project coordinator and consortium participants.

2 IMPLEMENTATION OF THE PROJECT

2.1 Description and implementation

The Norwegian Agency for International Cooperation and Quality Enhancement in Higher Education) has awarded UiT a grant for the implementation of the project, NORPART-2018/10045, NOR-LANKA BLUE – innovative network in fisheries, aquaculture and aquatic science. The Project is funded through the Norwegian Partnership Programme for Global Academic Cooperation (NORPART).

The Consortium Agreement comprises this signed contract and 2 appendices.

- Contract between UiT and the DIKU, also referred to as project document (**Appendix 1**). The project document also describes the project work plan, activities, expected results and indicators, and a project budget.
- **Appendix 2** describes allocation of funding between Consortium Partners and invoicing instructions.

2.2 Consortium participants and managers

Each Consortium Participant is required to contribute human resources to the implementation of the Project and the fulfilment of the contract pursuant to the duties and obligations specified in this Consortium Agreement and the Project Document. The Consortium Participants bear mutual responsibility for implementation of the Project and for achieving the results outlined in the Project Document.

2.3 Equipment

Unless otherwise agreed in writing, equipment purchased in connection with the Project will be owned by the Consortium Participant that made the purchase. All equipment purchases shall be in accordance with the Project Document.

2.4 Reporting

The Consortium Participants shall submit written progress reports at the request of the Project Coordinator, to assist the Project Coordinator with reporting obligations set forth in D.2 of the Project Document. Progress reports and the final report shall be written in English.

2.5 Subcontractor

With the approval of the Project Coordinator, a Consortium Participant may assign parts of the research activities for which it is responsible to a suitable subcontractor. However, this does not exempt the Consortium Participant of its obligations to the other Consortium Participants.

The Consortium Participant must ensure that any subcontractor is subject to the same rules relating to confidentiality that apply for the Consortium Participant itself.

3 PROJECT RESULTS

3.1 Project results

Each Consortium Participant will have ownership rights to the Project Results produced by that participant, its employees or suppliers.

When two or more Consortium participants produce a Project Result, the ownership passes to the Consortium Participants that have contributed to the Project Result in collaboration. In

such cases, the parties must enter into an agreement concerning the practise of the joint ownership.

For the duration of the Project period, the Consortium Participants shall have access at no charge to the Project Results that are necessary for implementing their own work in the Project.

The Consortium Participants shall have the right to use at no charge all the Project Results for their own teaching or research purposes.

4 PUBLICATION AND DISSEMINATION

Project Results shall be normally published as rapidly as possible. The Consortium Participants retain the right to publish their own results from sub-projects, providedel such publication does not damage or disadvantage the other Consortium Participants' exploitation of their own results.

5 LIABILITY

5.1 The participant's liability for losses, damages and injury

Each Consortium Participant is liable for any losses, material damages or personal injuries that arise as a result of the Consortium Participant's actions.

5.2 Employment responsibility and agreements with employees

Employer responsibility and employment should normally not be changed for employees who participate in the Project.

Consortium participants undertake to enter into any agreements with employees (including employees with dual employment), partners, subcontractors and others that are required to fulfil the relevant Consortium Participant's obligations under this agreement, including attending to the necessary transfer of intellectual property rights.

5.3 Breach of contract

If a Consortium Participant does not perform the agreed activities in a satisfactory manner, the Project coordinator may decide to transfer in full or part these activities to another Consortium Participant. Such transfer does not exempt the Consortium Participant in question from its other obligations in accordance with the Project Document.

6 Financial irregularities

During the implementation of the Project, the Project Coordinator and Consortium Participants shall practice a zero tolerance for financial irregularities. The parties to this agreement shall ensure that all institutions:

- i) Have systems for internal control and organise its operations in such a manner that financial irregularities, including corruption, theft, embezzlement, fraud, misappropriation of funds, favouritism or nepotism are prevented

- ii) Not, during the implementation of the Project, directly or indirectly, demand, receive, accept, offer or give any kind of gift, payment or benefit that could be construed as illegal or corrupt practice
- iii) Without undue delay, inform DIKU of any suspicion of financial irregularities, including any of the matters mentioned above that it becomes aware of during the implementation of the Project.

7 CHOICE OF LAW AND DISPUTES

This Consortium agreement is regulated by Norwegian law. However, in case of disputes, the parties shall endeavour to settle their disputes amicably and fairly. The parties should seek to resolve any disputes between them through negotiation, voluntary mediation, or arbitration process acceptable to the parties in dispute. In the event that the parties are unable to reach an agreement through arbitration, the dispute may be brought before a court nearest to the place where the dispute has occurred within 30 days after failing arbitration.

8 DURATION AND TERMINATION OF AGREEMENT

The Collaboration Agreement will enter into force from the date on which it has been signed by all parties, and will remain in force until the Contract/Project Document with DIKU is fulfilled or terminated.

A Consortium participant may request to terminate their participation from the consortium, and in so doing relinquish their rights and be exempted from their obligations in accordance with the Consortium agreement. Such a request shall be in writing to the Project coordinator with a minimum notification period of [SIX] months.

A Consortium participant leaving the consortium shall refund all payments it has received for research activities to be done under the Consortium plan, except the amount of contribution accepted by the Project coordinator.

9 SIGNATURES

This Consortium Agreement is signed by a legal representative of each party

UiT the Arctic University of Norway

19.8.2019

Date



Name(s): Christian Hansen

Title(s): Assistant director

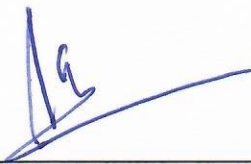


Faculty of Biosciences, Fisheries and Economics
University of Tromsø
N-9037 Tromsø

University of Ruhuna

2019-05-28

Date



Name(s)

Title(s)

Professor Sujeewa Amarasena

(MBBS, MD, DCH(Col), DCH(Sydney))

Vice-Chancellor

University of Ruhuna

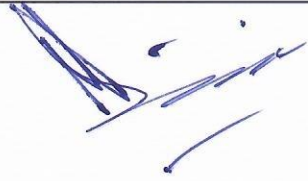
Matara

Sri Lanka

National Aquatic Resources Research and Development Agency

2019. 07. 17

Date



Name(s)

Title(s)

Eng. E. A. S. K. Edirisinghe CEng
Chairman
National Aquatic Resources Research and
Development Agency
Crow Island, Mattakkuliya
Colombo 15


University of Jaffna

17 - 04 - 2019

Date

Name(s)

Title(s)



Prof. R. Vigneswaran
Vice Chancellor
University of Jaffna
Sri Lanka

10 APPENDICES

The following appendices form part of this contract:

Appendix 1: Project Document for NORPART 2018/10045

Appendix 2: Allocation of funding and invoicing instructions

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UiT and Consortium Participants have received a grant of total NOK 4,999,100 in funding from the DIKU, Project NORPART 2018-10045

Project partners agree on the following distribution of funds in order to carry out activities as described in the Project Document (Appendix 1).

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NOR-LANKA BLUE							
NORPART-2018/10045							
Summary of disbursements to Sri Lanka by year							
No	Event/activity	Allocation Year	Disbursement NOK	To whom	When	Activity type	
1	Dissemination activities - Meetings, travel and printing	2019	2,000	UOR-FP	Mar-19	Project development	
		2020	2,000	UOR-FP	Nov-19		
		2021	2,000	UOR-FP	Nov-20		
		2022	2,000	UOR-FP	Nov-21		
		2023	2,000	UOR-FP	Nov-22		
2	International project meetings - Inception-Travel and accommodation – Negombo	2019	40,000	UOR-FP	Mar-19		
3	Final conference - Travel and accommodation – Colombo (PSC and Advisory Board)	2023	18,000	UOR-FP	Aug-23		
4	Work package 6 - Final international conference – Colombo	2023	105,000	NARA	Aug-23		
5	Coordination team (PSC / Advisory) SL to NOR- (air ticket+visa+insurance=15t per head)	2019	30,000	UOR-FP	May-19		
		2020	30,000		May-20		
6	Work package 7 – Joint development of courses, study programs and degrees (local Travel/per diem costs for 10 staff)	2020	20,000	UOR-FP	Jan-20		
		2021	20,000	UOR-FP	Jan-21		
		2022	20,000	UOR-FP	Jan-22		
		2023	20,000	UOR-FP	Jan-23		
7	Mobility of SL teachers and administrators to NOR- Joint teaching and supervision (air ticket+visa+insurance=15t per head)	2020	15,000	UOR-FP	Apr-20	Education	
		2021	30,000	UOR-FP	Apr-21		
		2022	30,000	UOR-FP	Apr-22		
8	Workshop 1	2019	65,000	UoJ	Mar-19		
9	Workshop 2	2020	65,000	NARA	Nov-19		
10	Workshop 3	2021	65,000	UoR	Nov-20		
11	Workshop 4	2022	65,000	UoR	Nov-21		
12	Workshop 5	2023	60,000	UOJ	Nov-22		
13	MSc student mobility to NOR (air ticket+visa+insurance=20t per student)	2019	120,000	UOR-FP	Mar-19		
		2020	140,000	UOR-FP	Mar-20		
		2021	140,000	UOR-FP	Mar-21		
		2022	120,000	UOR-FP	Mar-22		
14	PhD mobility to NOR (air ticket+visa+insurance=20t per student)	2020	20,000	UOR-FP	Mar-20		
		2021	20,000	UOR-FP	Mar-21		
		2022	20,000	UOR-FP	Mar-22		
		2023	20,000	UOR-FP	Mar-23		
15	Administration costs in Sri Lanka - FP (salary and indirect costs)	2019	98,000	UOR-FP	Apr-19	Administration	
		2020	98,000	UOR-FP	Jan-20		
		2021	98,000	UOR-FP	Jan-21		
		2022	98,000	UOR-FP	Jan-22		
		2023	98,000	UOR-FP	Jan-23		
Total disbursement			1,798,000				

(UOR-FC= Univ of Ruhuna/Focal point, UOJ= Univ of Jaffna,
NARA= National Aquatic Resources & Development Agency, PSC= Project steering committee)

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NARA= National Aquatic Resources & Development Agency, PSC= Project steering committee)

Consortium partners must invoice UiT for payments as detailed in the table above using the following invoicing information.

Alternatively, invoices should be sent to
UiT the Arctic university of Norway
Faculty of biosciences, fisheries and economics
N-9037 Tromsø
Norway

Invoices should be labeled NOR-LANKA BLUE, 341200-A37358

Invoices are to be sent 6 months prior to each activity. A detailed account statement is to be sent UiT within 2 months after the activity has taken place.

Accountings are to be carried out according to generally accepted accounting principles.
Purchasing should be carried out according to national legislation:

<http://www.treasury.gov.lk/procurement-guidelines-and-manuals>

<https://www.regjeringen.no/no/dokumenter/veileder-offentlige-anskaffelser/id2581234/>
(available in Norwegian only)