

Contract

for

**Norwegian Cooperation Programme in Higher Education with Russia
(hereafter also referred to as the Russia Programme)**

Article 1 Contracting parties

The Norwegian Centre for International Cooperation in Education
Enterprise number: 986339523
hereafter also referred to as *SIU*

and

University of Tromsø
Enterprise number: 970 422 528
hereafter referred to as *Institution in Norway (IiN)*

1.1 Main partner outside Norway: St. Petersburg State University
hereafter referred to as *Institution outside Norway (IoN)*

1.2 Network partner(s): The University Centre in Svalbard
Zoological Institute Russian Academy of Science

Article 2 The Project

SIU agrees to provide a financial contribution to the implementation of the following project, as described below (hereafter referred to as the *Project*):

2.1 Project title: Bilateral Arctic Marine Science and student Exchange programme (BAMSE)

2.2. Project number: CPRU/10007

2.3 The project period shall be:

From the starting date: November 2013

To the date of completion: June 30, 2016

The project was approved by the *Russia Programme Board* on September 16, 2013.

Please specify the project number in connection with enquiries and other correspondence with *SIU*.

Article 3 Contract documents and rules of interpretation

The contract includes:

- This signed agreement document and the following documents, which are integral parts of the *Contract*:
- General Conditions issued for the Russia Programme (Appendix 1).
- Project document (Appendix 2).

In the event that the provisions of the various *Contract* documents conflict with one another, they shall apply in order of precedence listed above. Amendments agreed between the parties in writing subsequent to the signing of the contract shall also be part of the *Contract* and shall take precedence over other *Contract* documents.

In addition, a copy of the *Collaboration agreement* between the *IoN*, *IoN* and *Network partner(s)* (if any) must be sent to *SIU* within 60 days of signature of the *Contract*. This *Collaboration agreement* copy will be attached to the *Contract*, solely for information purposes.

The *Institution in Norway* is obliged to inform the *IoN* and *Network partner(s)* (if any) about the content of this *Contract* including its appendixes.

Article 4 Implementation and implementing units

4.1. The *liN* has the main responsibility for the academic and administrative implementation of the *Project*, as described in the Project document (Appendix 2).

The *liN* and the *IoN* shall jointly coordinate the implementation of the activities in the *Project*.

4.2. The implementing unit at the *liN* is:
Institute of Arctic and Marine Biology

The implementing unit at the *IoN* is:
Biological Faculty

4.3. The responsible department of *SIU* is:
Department of Higher Education

The allocation is granted under the following programme/activity:
Norwegian Cooperation Programme in Higher Education with Russia, 2011-2016.

Article 5 Project management

The *liN* has appointed the following project coordinator:

Project coordinator:

Name: Jørgen Berge Title: Professor

The *IoN* has appointed the following project coordinator:

Project coordinator:

Name: Andrei Granovitch Title: Professor

Any change of project coordinator shall be immediately reported to *SIU* in writing, and must include the name and CV of the individual as well as the desired date of commencement of duties. A new project coordinator may be considered approved if *SIU* has not responded within 30 days of receipt of the written notification from the *liN*.

Article 6 Collaboration agreement

6.1 The *liN* shall draw up a *Collaboration agreement* with the *IoN* and *Network partner(s)* (if any).

The *Collaboration agreement* should as a minimum cover the following:

- Secure transfer of funds between the collaborating institutions.

- That the collaborating institutions cooperate on the reports required by the Russia programme.
- That the *IoN* and *Network partner(s)* (if any) maintain accounts and report to the *liN* on transferred programme funding. The collaborating institutions will follow procedures adopted by their own institutions for auditing the accounts and in accordance with international accounting standards, cf the *SIU* General Conditions art II.5.
- Procurement of goods and/or services needed for *Project* implementation, cf the *SIU* General Conditions art. II.7.
- An explicit commitment to promote good governance and counteract corruption, cf the *SIU* General Conditions art. II.9.
- The collaborating institutions' rights and obligations if *Irregularities* arise, cf the *SIU* General Conditions art. II.14.
- *SIU's* right to demand a separate audit, review or evaluation of the *Project* accounts, whenever *SIU* finds it necessary, cf the *SIU* General Conditions art II.5.
- *SIU's* right to a royalty-free, non-exclusive, non-commercial license to translate, reproduce and distribute all published *Project* results, subject only to the coverage of any actual, economic and necessary transfer costs incurred, cf the *SIU* General Conditions art. II.11

6.2 In the event that the *Contract* and the *Collaboration agreement* contain provisions that contradict one another, the *Contract* shall be given precedence.

Article 7 Financial disbursements

7.1 The *Project* is approved by the *Russia Programme Board* with a provisional allocation of **NOK 2 900 000**. The allocation from *SIU* covers the whole *Project* period as stated in art. 2.3.

7.2 If, in the course of the *Project* period, the *Project* receives other funding than that described in the project document, the *liN* must inform *SIU*. Any change in the total funding of the *Project* may lead to a reduction in the allocations from *SIU*.

7.3 The grant to the *Project* will be provided by *SIU* on an annual basis to the *liN*, divided in two disbursements per year from *SIU* to the *liN* as follows:

The first year of the *Project* period:

- An initial payment of eighty percent of the budget allocation for the first year will be made by *SIU* to the *liN* as soon as possible after the *Contract* has been signed by the parties and no later than within 45 days after the *Contract* has been signed.
- The remaining twenty percent will be transferred to the *liN* within 45 days after *SIU* has received a copy of the *Collaboration agreement* between the collaborating institutions.

The subsequent years of the *Project* period:

- *SIU* transfers an initial payment of sixty percent of the annual budget funds to the *liN* within March 1 each year.
- The balance will be transferred to the *liN* according to the revised budget within 45 days after approval of the *Annual Project Report* by the *Russia Programme Board*.

Unused funds from the previous year may be deducted from the second disbursement if transfer to the following year is not approved.

- 7.4 Any unspent funds by the end of the *Project* period are to be returned to *SIU* within 45 days after the *Russia Programme Board's* approval of the *Final Project Report* and accounts.
- 7.5 *SIU* will disburse the *Project* funds in NOK to the *liN*, according to the bank account details as specified by the *liN* below. *SIU* has no responsibility for unfavorable exchange rates.

Bank Account details:

Bank name: SpareBank 1 Nord-Norge

Name of bank account holder: Universitet i Tromsø, Norges tekniske universitet

Bank account no: BIC/SWIFT: SNOWN022

Payment reference needed for the accounting department of the *liN*:

IBAN: NO 59 4714 10 01236

- 7.6 Disbursement of funds to *Project* activities in the *IoN* and *Network partner(s)* (if any) is made by the *liN* according to a scheme agreed upon by the collaborating institutions.
- 7.7 The *IoN* and *Network partner(s)* (if any) reports on disbursed *Project* funds annually to the *liN*. The financial report of the *IoN* shall be signed by two persons, of which one is the controller or head of accounting department. The *liN* is responsible for reporting on the total annual *Project* funds to *SIU*, and is accountable for the funds disbursed from *SIU*.
- 7.8 Any bank interest earned on *Project* funding accrues to the relevant collaborating institution and should be spent within the *Project* budget.

Article 8 Reporting and reporting periods

- 8.1 The collaborating institutions are jointly responsible for reporting, but the *liN* has the overall responsibility for collecting and compiling necessary data for the *Project* in order to comply with the requirements set by *SIU*. Disbursement of funds to the *Project* will be discontinued in the event of failure to report by notice from *SIU*. All reports should be submitted through *SIU's* online application and reporting system Espresso, <http://espresso.siu.no>.

The following reports are required:

- Annual Project Report
- Final Project Report

The *Annual Project Report* for the previous year is to be submitted to *SIU* by March 15th each year, in accordance with the guidelines and standard format for annual reporting in the

Russia Programme. This includes accounts, budget, progress in activities, and possible deviations from the progress plan for the following budget period.

The *Final Project Report* shall be submitted to *SIU* within three (3) months after the end of the *Project*, and no later than April 1, 2016.

- 8.2 The *liN* is responsible for investigation and reporting to *SIU* of any irregularity, assumed or carried out, during the implementation of the *Project*, in accordance with *SIU*'s "Guidelines for handling irregularities", issued by *SIU* on June 12, 2006. The guidelines are available at <http://siu.no/eng/Front-Page/Global-menu/About-SIU/Guidelines/Irregularities>.
- 8.3 Irrespective of its nature and form, the collaborating institutions must store all information pertaining to the *Project* – including accounting records – for at least five (5) years following *Project* completion. During the *Project* period and for at least five (5) years following *Project* completion, the collaborating institutions must, irrespective of whether the *Project* has been completed in accordance with the provisions of the *Project Contract* or otherwise, provide full insight into this information upon request by *SIU* or by the government audit authorities of the country of domicile. The collaborating institutions are obliged to provide insight into the information pertaining to the *Project* for as long as such information or part thereof exists.

Article 9 Amendments

- 9.1 This *Contract*, including any of its annexes, can only be modified on the basis of a written agreement between the contracting parties signed by the authorized representatives of each party.
- 9.2 The cooperating institutions should present any proposed substantial changes or deviations to the project to *SIU* for approval.

Change of *Project coordinator* and severe delay in the *Project* implementation due to *Force majeure* shall always be regarded as a substantial change/deviation.

This *Contract* is drawn up in two copies of which *SIU* and the *liN* will keep one each. The *Contract* will enter into force as from the day of its signature by *SIU*.

For The Norwegian Centre for International Cooperation in Education:


Alf Rasmussen
Director General



Place and date: Bergen, 19.12.2013

For University of Tromsø:

Terje Aspen
Division Director

for 

Place and date: Trø. 29.11.13