

TRIPARTITE CONTRACT

for

Norwegian Cooperation Programme in Higher Education with Eurasia
(hereinafter referred to as *Eurasia*)

Article 1 The Parties

The Norwegian Centre for International Cooperation in Higher Education,
hereinafter referred to as SIU,
represented by its Director

and

(1) University of Tromsø
hereinafter referred to as *Institution in Norway (IiN)*
represented by its Rector/Vice-Chancellor/Director

and

(2) Mykola Lysenko L'viv National Music Academy (UA)
hereinafter referred to as *Institution outside Norway (IoN)*
represented by its Rector/Vice-Chancellor/Director

have agreed to, within the framework of *Eurasia Programme*, based on the RER-10/0012 Agreement and its Annexes signed 14th May 2010 between the Norwegian Ministry of Foreign Affairs, hereinafter referred to as the *Sponsor*, and SIU, the following terms established in this contract document and its annexes:

Article 2 Scope

SIU agrees to provide a financial contribution for the implementation of a cooperation project called

CPEA-2011/10053 Enhancement of quality assurance and improvement of curricula in higher music training.

the *Project* being approved by the *Eurasia Programme Board* on the 13.09.2011

with a provisional allocation of: **3 500 000 NOK**

Project Start Date: 1 January 2012

Project End Date: 30 December 2014

Article 3 Implementation and implementing units

3.1 The *IiN* and the *IoN* shall jointly implement the research and educational activities to be performed in the *Project*, as described in Annex I.

3.2 The implementing unit at the *IiN* is

Faculty of Fine Arts

The *IiN* has appointed the following project coordinator

Tatiana Savinova

The implementing unit at the *IoN* is

Faculty of Singing

The *IoN* has appointed the following project coordinator

Ihor Fedorovych Kushpler

3.3 The *IiN* and *IoN* are obliged to inform other partner institutions (network partners) about the content of this *Contract* including its annexes.

Article 4 SIU's financial disbursements

4.1 The provisional allocation from SIU to the said institutional cooperation covers the whole of the *Project* period as stated in art. 2.

4.2 If, in the course of the *Project*, it receives other funding than that described in Annex I, the *IiN* must inform SIU of this circumstance. Any change in the total funding of the *Project* may lead to a reduction in allocations from SIU.

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

An initial payment of eighty percent of the budget allocation for 2012 in addition to the total budget allocation for 2011 will be made by SIU to the *IiN* within 45 days after the contract has been signed by the parties.

The remaining twenty percent of the 2012 budget will be transferred to the *IiN* within 45 days after SIU's approval of the *Initial Project Report (IPR)*.

In 2013 and 2014, SIU transfers an initial payment of sixty percent of the annual budget funds to the *IiN* within March 1st.

The balance will be transferred to the *IiN* according to revised budget within 45 days after approval of the annual report by the Programme Board. Unused funds from the previous year may be deducted from the second disbursement if transfer to the following year is not approved.

- 4.4 Any unspent funds by the end of the project period are to be returned to SIU within 45 days after the *Eurasia Programme Board's* approval of the final report and accounts.
- 4.5 SIU will disburse the project funds in NOK to *IiN*, according to the bank account details as specified by *IiN* below. SIU has no responsibility for unfavourable exchange rates.

Bank Account details:

Bank name: Spårebank 1 Nord-Norge
Name of bank account holder: Universitetet i Tromsø, 9037 Tromsø
Bank account no: 47141001228
Payment reference needed for the accounting department of the *IiN*:
Kunstfak

The bank account holder should be the *IiN*. SIU does not transfer funds to private accounts.

- 4.6 Disbursement of funds to project activities in the *IoN* is made by *IiN* according to annual budgets. After the funds have been received by the Norwegian institution, disbursement of funds to project activities at the *IoN* is to take place without delay.
- 4.7 The *IoN* reports on disbursed project finances annually to the *IiN*. The financial report of the *IoN* shall be signed by two persons, of which one is the controller or head of accounting department. The *IiN* is responsible for reporting of the total annual project finances to SIU.
- 4.8 The *Main Partner Institutions* are accountable for their received share of funds disbursed from SIU.
- 4.9 Eventual interest earned on project funding accrues to the relevant *Main Partner Institution* and should be spent within the project budget.

Article 5 Reporting and reporting periods

5.1 The *Main Partner Institutions* are jointly responsible for reporting, but *IiN* has the overall responsibility for collecting and compiling all 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 are to be submitted through SIU's online application and reporting system Espresso, <http://espresso.siu.no>. The following reports are required:

- * Initial Project Report (IPR)
- * Annual Project Report (APR)
- * Final Project report (FPR)

5.2 The *Initial Project Report* is to be submitted to SIU by September 1th 2012.

The *APR* (for the previous year) is to be submitted to SIU by March 15th each year, in accordance with guidelines and standard format for annual reporting in the *Eurasia Programme*. Project activities and financial accounts for 2011 are reported as part of the *APR* covering 2012, to be delivered by March 15th 2013.

5.3 The project coordinators shall, when all activities described in Annex I have been implemented, provide SIU with a *Final Project Report (FPR)* within three (3) months after the end of the *Project*, and by March 15th 2015 at latest.

5.3.1 The *Main Partner Institutions* are responsible for clarification and reporting to SIU of any irregularity, assumed or carried out, during the implementation of the *Project* of SIU's "Guidelines for handling irregularities," issued by SIU on June 12th 2006, available at www.siu.no.

5.5 Irrespective of its nature and form, the *Main Partner Institutions* must store all information pertaining to the project – including accounting records – for at least 5 years. During the project period and for at least 5 years following project completion, the *Main Partner 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 *IiN* and *IoN*'s obligation to provide insight lasts for as long as such information or part thereof remains extant.

Article 6 Special conditions

When the project is presented in the media and/or in seminars/conferences, it should be informed that Norwegian Ministry of Foreign Affairs is the financier and SIU is responsible for the management of the *Eurasia Programme*.

Article 7 Amendments

7.1 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 authorised representatives of each party.

7.2 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 *Project* implementation due to *Force majeure* shall inter alia be regarded as a substantial change/deviation.

Article 8 The Contract - Annexes

The *Contract* consists of this signed document, as well as the following Annexes which form an integral part of the tripartite grant agreement:

- Annex I: Project Document
- Annex II: General Conditions

In the event of any conflict between the Annexes and this part of the *Contract*, the latter shall take precedence. Annex II shall take precedence over Annex I.

Article 10 Applicable law

The law of Norway shall govern this *Contract*.

Article 11 Entry into force - signatures

This *Contract* shall enter into force on the day of its signature by SIU.

For SIU:

Director: *Oluf Per Smøge*

Place and Date: *Bergen, 18.04.2012.*



For University of Tromsø:

Rector/Vice-Chancellor/Director: *Jan A. Helland*

Place and Date: *19 Jan 2012 Tromsø*



For Mykola Lysenko L'viv National Music Academy (UA):

Rector/Vice-Chancellor/Director: *[Signature]*

Place and Date:

