**Appendix 9**

**DRAFT**

It is compulsory for all South and North Driven Development Research projects granted in 2013 onwards to enter a partnership agreement. The partnership agreement must be entered within the first project year and submitted to DFC (research@dfcentre.dk) with the first annual progress report. DFC is not part of the agreement.

This document is a set of suggestions to an agreement between the responsible institution and the research partners. It is intended as a cooperation and communication tool that will assist the project coordinators during project implementation. However, it is the responsibility of the partners respectively to ensure that this agreement details all their commitments and expectations to the cooperation and follows the rules of the involved institutions.

### Partnership Agreement

**on**

## Development Research Cooperation

The present agreement is concluded between:

*[name of the Responsible Institution*

*address*

*telephone etc.]*

and:

*[name of the Partner Institution*

*address*

*telephone etc.]*

The undersigned will cooperate in the implementation of the development research project, specified below. The agreement outlines the obligations and commitments of the two parties.

**Article 1: The Project**

**Project title:** *[project title]*

**Project file no.:** *[indicate file no. of responsible institution, partner institution and/or DFC file no.]*

**Project period:** *[indicate number of months, date of project start and expected date of project termination]*

**Objectives:** *[brief description of the project, its subject area, its focus and target group, expected research results etc.]*

**Project budget:** *[state the total project budget, and its distribution between responsible institution contributions and partner institution contributions]*

###### Article 2: The Grant Framework

The grant framework[[1]](#footnote-1) is the basis for this agreement and will serve as a baseline tool used as a reference for managing the project. It will guide the overall planning, monitoring and implementation of the project and should be ‘owned’ by the project coordinator, the institutions involved and their research teams.

The parties hereby certify that they have obtained the necessary acceptance and approval of the project regarding environmental impact, ethical concerns, health risks or other subject areas by the relevant authorities in their respective countries prior to commencing the project. It is the responsibility of the research partners to ensure that all approvals are up to date at all times, e.g. in case the scope of the project is changed or the original project is prolonged.

###### Article 3: The Budget

The approved project budget in the grant framework constitutes the financial basis for the agreement and project activities. The budget is prepared in DKK and specifies expenses related to the responsible and partner institutions and the researchers involved. Thus, the undersigned parties confirm that they are aware what the project agreement entails for them and their institutions in monetary and activity terms.

The budget includes the following budget lines:

1. Salaries and emoluments;
2. Taximeter/educational fees;
3. Expenses for trips abroad;
4. Research equipment and materials;
5. Publication and dissemination;
6. Administration fee responsible institution
7. Administration fee partner institution;
8. Cost for study stays of PhD students in Denmark (DFC costs);
9. Audit.

**Article 4:** **Responsible Institution’s Obligations and Responsibilities**

It is the responsibility of the responsible institution (choose between below and/or add new bullet points as appropriate):

* to comply with all deadlines and commitments specified in the grant framework;
* to ensure that the grant will be used exclusively for approved objectives, activities, and budget items;
* to ensure that the research will be carried out in accordance with current conventions and regulations;
* to set up – in collaboration with the partner institution – an adequate and reliable administration of the project funds;
* to administer the grant within the stated financial frameworks and be responsible for the fulfillment of the stated objectives;
* to ensure that the budget is in accordance with the respective tariffs and regulations of the local institutions involved;
* to make sure, that all researchers and other project staff are recruited and employed in the project according to the budget and the project implementation plan;
* to provide adequate project location facilities, laboratory space, power and water supply, local technical installations and other physical project framework, as specified in the project document;
* to undertake all purchase, transport and insurance of responsible institution’s funded project and research equipment, hereunder IT equipment;
* to prepare and sign – if necessary – a research project agreement with the competent line ministry or Research Council in the responsible institution country;
* to obtain all relevant ethical approvals and other required permits before project activities are initiated, and ensure that the research is carried out in accordance with current conventions and regulations;
* *[…]*

**Article 5:** **Partner Institution’s Obligations and Responsibilities**

Under this agreement it is the responsibility of the partner institution (choose between below and/or add new bullet points as appropriate):

* to comply with all deadlines and commitments specified in the grant framework;
* to contribute to the activities and achievement of the outputs of the project as specified in the approved application or as otherwise agreed with the responsible institution;
* to ensure that input to annual progress and financial reporting (including annual audit/management endorsement of accounts) are provided *[time indication]* to the responsible institution;
* *[…]*

**Article 6:** **Project Management**

It is the joint responsibility of the two parties to ensure a proper and goal-oriented management of the research project, including research performance, reporting procedures, financial management and accounting. Some of the main project management responsibilities are as listed below (choose between below and/or add new bullet points as appropriate):

1. **Research performance:** It is the duty of the project coordinator of the responsible institution to monitor the research activities closely. The research results obtained should be compared with the progress plan and timetable of the project on a regular basis. The coordinator must make appropriate intervention if the progress of the project is not satisfactory.

1. **Reporting procedures:** It is the duty of the project coordinator of the responsible institution to submit annual progress reports to DFC. In case of serious deviations from project plans, change of project coordinator or budget revisions, it is the duty of the coordinators to report immediately to DFC. This immediate reporting obligation also applies in cases of fraud, abuse of funds, irregular administration or mismanagement.
2. **General budget management issues:** It is the duty of the coordinators to make sure, that project expenditure is kept within the approved project budget. As a general rule, reallocations between budget lines are permitted with up to 10% of the involved budget lines without prior approval by DFC. Such reallocations, however, must be reported and motivated in the annual/final report and accounts.
3. **Transfer of funds:** The responsible institution will request disbursement of funds from DFC and DFC will disburse funds to the responsible institution (and directly to Danish partners of South driven development research projects upon written request from, and signed by, the project coordinator of the responsible institution).

1. **Salaries, emoluments and other project staff payments:** shall follow the contractual arrangements for researchers, prevailing in the responsible institution and the partner institution respectively. Terms for professional visits to Denmark by students should follow the Danida rules for fellowships.
2. **Administrative costs:** The administrative costs must be used in accordance with the project budget for the responsible institution and partner institution as approved by DFC.
3. *[…]*

#### Article 7: Accounting Issues

It is the duty of the responsible institution’s and partner institution’s project management to establish and maintain a reliable accounting set up for the project funds. This implies preparation of an adequate chart of accounts, and ensuring that accounts are kept up to date. All accounting material shall be available to the respective partners in case of audits.[[2]](#footnote-2)

It is the responsibility of the responsible institution to comply with the accounts requirements and deadlines. The partner institution must submit to the responsible institution the annual accounts of the partner institution’s share of the budget signed by the partner institution’s project coordinator and accountant no later than *[time indication*].

##### Article 8: Audit

It is the duty of the project coordinators to give access to and facilitate any audit, review or evaluation activity, requested by Danish and *[country’s]* authorities (e.g. the Auditor General).

###### Article 9: Research Results

It is the duty of both parties to allow - free of charge - the use of the research results and findings for publication purposes and for development co-operation purposes. If the research results are liable to enjoy patent rights, the rights to the patent belong to the local partner institution, in accordance with international conventions. Secondarily, the two parties can decide on a consensus basis, who shall benefit from the patent rights.

**Article 10: Disputes**

Any dispute concerning the interpretation or implementation of the present agreement shall be settled by negotiations between the two parties. If this is not considered possible, the dispute shall be solved through arbitration according to *[country’s]* and/or Danish arbitration rules.

**Article 11: Amendments and termination**

Both parties may request amendments to this agreement. The implementation of such amendments will imply the agreement of both parties. The agreed amendments should be confirmed by exchange of letters.

This agreement may be terminated by both parties with *[time indication].*

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This agreement shall enter into force on the *[date and year]*. Unless terminated before, this agreement shall remain in force for the project period, stated in article 1.

Date:       DD/MM/YYYY Date:       DD/MM/YYYY

Responsible Institution Partner Institution

1. The grant framework consists of the Letter of Commitment issued by Danida Fellowship Centre on behalf of the Ministry of Foreign Affairs/Danida, and the approved application (including appendices and any adjustments where the objectives, activities, output and budget are set out). [↑](#footnote-ref-1)
2. South driven development research projects must prepare an accounting manual based on the template provided by DFC. [↑](#footnote-ref-2)