

# **THE GLOBAL CAMPUS (GC) OF MASTER'S PROGRAMMES AND DIPLOMAS IN HUMAN RIGHTS AND DEMOCRATISATION**

## **MEMORANDUM OF UNDERSTANDING (MOU) (ADOPTED IN VENICE ON 28/01/2012)**

### **Preamble**

The European Inter-University Centre for Human Rights and Democratisation (hereafter EIUC), supported by the European Union, and the Regional Master's Programmes in Human Rights and Democratisation from five continents represented by the Universities of Pretoria, Sydney, Buenos Aires, Sarajevo and Yerevan,

- considering that human rights and democracy are fundamental values for all human beings and societies
- recognising that respect for human rights and principles of democracy is critical to the sustainability of all nations
- acknowledging that the discourse and practice of human rights and democratisation are universal and thus best supported through global cooperation
- respecting the fact that while adhering to universal values of human rights, all regions of the world have valuable perspectives on the interpretation and institutional implementation of such principles
- desiring to strengthen cooperation among ourselves and also with other universities presenting regional programmes in the area of human rights and democratisation
- intent on broadening the existing cooperation to include other regions of the world in order to develop similar programmes so that all major regions in the world are covered by these programmes
- aware of the limited resources available to fund the Master's programmes

- and taking into account the fact that the funding of GC activities may vary from year to year depending on the priorities of the funding institutions and the performance of those responsible for the said activities

Agree to set up the ***Global Campus of Master's Programmes and Diplomas in Human Rights and Democratisation***, which will operate and act under the name "Global Campus" as an activity of EIUC which will represent all the members mentioned below for the management of EU funding. All new members will enter in the "Global Campus" sharing the abovementioned aims and on the basis of objective criteria.

## **1. AGREEMENT**

- **The European Inter–University Centre (EIUC) for Human Rights and Democratisation** with its European Master's Degree in Human Rights and Democratisation (EMA) representing the following 41 European Universities:
  - University of Graz, Austria
  - University of Vienna, Austria
  - Université Libre de Bruxelles, Belgium
  - Catholic University Leuven, Belgium
  - Sofia University St Kliment Ohridski, Bulgaria
  - University of Cyprus
  - Masaryk University of Brno, Czech Republic
  - University of Copenhagen, Denmark
  - University of Southern Denmark / Danish Institute for Human Rights, Denmark
  - Tartu University, Estonia
  - Åbo Akademi University, Finland
  - University of Helsinki, Finland
  - Université de Montpellier, France
  - Université de Strasbourg, France
  - Ruhr-University Bochum, Germany
  - University of Hamburg, Germany
  - Panteion University Athens, Greece
  - Aristotle University of Thessaloniki, Greece
  - Eotvos Lorand University, Budapest, Hungary
  - University College Dublin - National University of Ireland, Dublin, Ireland
  - National University of Ireland, Galway, Ireland
  - University of Padua, Italy

- Ca' Foscari University Venice, Italy
  - University of Latvia
  - University of Vilnius, Lithuania
  - Université du Luxembourg
  - University of Malta
  - Adam Mickiewicz University, Poznan / Poznan Human Rights Centre, Poland
  - University of Coimbra, Portugal
  - New University of Lisbon, Portugal
  - University of Bucharest, Romania
  - Comenius University, Bratislava, Slovakia
  - University of Ljubljana, Slovenia
  - University of Deusto, Bilbao, Spain
  - University of Seville, Spain
  - Lund University, Sweden
  - Uppsala University, Sweden
  - University of Maastricht, The Netherlands
  - Utrecht University, The Netherlands
  - Queen's University Belfast, United Kingdom
  - University of Nottingham, United Kingdom
- **The LLM in Human Rights and Democratisation in Africa**, represented by the University of Pretoria (South Africa), and composed of the following 12 African universities:
    - Université d'Abomey-Calavi, Benin
    - Université Catholique d'Afrique Centrale, Cameroon
    - Addis Ababa University, Ethiopia
    - University of Ghana, Ghana
    - University of Mauritius
    - Universidade Eduardo Mondlane, Mozambique
    - University of Lagos, Nigeria
    - University of Pretoria, South Africa
    - Université Gaston Berger de Saint Louis, Senegal
    - University of Venda, South Africa
    - University of the Western Cape, South Africa
    - Makerere University, Uganda

- **The Master's in Human Rights and Democratisation in the Asia-Pacific** region, represented by the University of Sydney (Australia), and composed of the following 5 Asian/Australian universities:
  - Mahidol University, Thailand
  - Gadjah Mada University, Indonesia
  - Kathmandu School of Law, Nepal
  - University of Colombo, Sri Lanka
  - University of Sydney, Australia
  
- **The European Regional Master's Programme in Democracy and Human Rights in South East Europe**, represented by the University of Bologna (Italy) and the University of Sarajevo (Bosnia and Herzegovina), and composed of the following 12 Universities:
  - University of Belgrade, Serbia
  - University of Bologna, Italy
  - University of Graz, Austria
  - London School of Economics, United Kingdom
  - New Bulgarian University, Bulgaria
  - University of Peloponnese, Greece
  - University of Podgorica, Montenegro
  - University of Prishtina, Kosovo
  - University of the Ruhr Bochum, Germany
  - University of Sarajevo, Bosnia and Herzegovina
  - University Ss. Cyril and Methodius, Former Yugoslav Republic of Macedonia
  - University of Zagreb, Croatia
  
- **The Master's in Human Rights and Democratisation in Latin America and the Caribbean**, represented by the Universidad Nacional de San Martín (Argentina), and composed of the following 14 Universities:
  - Universidad Mayor de San Andrés, Bolivia
  - Universidad Mayor de San Francisco Xavier de Chuquisaca, Bolivia
  - Universidad de Brasilia, Brazil
  - Universidad para la Paz, Costa Rica
  - Facultad Latinoamericana de Ciencias Sociales (FLACSO), México
  - Universidad de la República, Uruguay
  - Universidad Nacional de Buenos Aires, Facultad de Ciencias Sociales, Argentina
  - Universidad Nacional de General Sarmiento, Argentina
  - Universidad Nacional de Lanús, Argentina
  - Universidad Nacional de Mar del Plata, Argentina

- Universidad Nacional de San Martín, Argentina
  - Universidad Nacional de Quilmes, Argentina
  - Universidad Nacional de Villa María, Argentina
  - Organización Voces contra el Silencio, México
- **The Regional Master's Programme in Human Rights and Democratization in the Caucasus**, represented by Yerevan State University (Armenia), and composed of the following 4 Universities:
    - Taras Shevchenko National University of Kyiv, Ukraine
    - Belarusian State University, Belarus
    - University of European Political and Economic Studies (USPEE), Moldova
    - Yerevan State University, Centre for European Studies, Armenia

Agree to set up the GC based in the Monastero of San Nicoló, Venice, Italy, in connection with the Human Rights Village initiative.

## 2. AIMS

### 2.1 Educating the new generation

The aim of the GC is to educate a new generation of human rights professionals in a global and integrated global framework, who are able to meet global challenges which are informed by universal values and standards, European human rights policies and regional approaches to human rights, and aimed at strengthening the resilience of democracies and democratic movements on all continents.

### 2.2 Integration

Members of the GC will develop a significant integration of their Master's programmes by the end of 2015 and may develop further diplomas and joint educational activities as well. In particular, they will cooperate with one another with a view to enriching their programmes collectively and severally, through the exchange of lecturers, tutors, students, examiners and dissertation supervisors; sharing curricula and ideas; the development of joint alumni associations; as well as other joint activities.

### 2.3 Linking teaching, training and research

Members of the GC will develop joint activities to connect the different programmes and further joint training and research activities. Such activities may include the

organisation of joint events and activities such as a common website, international conferences, alumni reunions, visits to institutions, internships with international agencies, the publication of yearbooks, journals and newsletters, joint training activities including for the delegations and staff of the European Union and joint research projects.

#### **2.4 Shared standards**

Teaching is provided by academics of high professional standing, experts from the European Union, intergovernmental organisations, NGOs and national institutions, as well as human rights practitioners experienced in fieldwork. Efforts will be made to ensure a similar standard of examinations and assessment of academic papers and dissertations.

#### **2.5 Involvement of graduates**

Graduates from the different Master's programmes will be involved as fully as possible in the activities of the GC.

#### **2.6 Sustainability**

The members agree to work jointly towards the sustainability of their programmes and the GC beyond the funding cycles. They agree on a joint five-year work programme to enhance the sustainability of the GC and its components.

### **3. MEMBERSHIP**

#### **3.1 Full members**

The above-mentioned founding Master's programmes and EIUC are full members of the GC.

#### **3.2 Accession by existing EU-funded Master's programmes**

Existing regional master's programmes funded by the European Commission which cannot become founding members can accede to the GC as full members before the end of 2013, taking into account existing contracts between these programmes and the European Commission, and provided that bilateral agreements between EIUC and the respective programmes have been concluded. In any case, the accession to these EU funded Master's programmes will not generate any double funding by the EU.

### **3.3 New Master's programmes**

Other Master's or diploma programmes or activities may become members of the GC and can be financed by the EU through EIUC, based on a decision by the EU and upon proposal of the Global Campus. The same conditions on double funding will apply as set out under point 3.2.

### **3.4 Contributing entities**

Other entities contributing to the realisation of the aims of the GC may, under the present MOU and with the unanimous consent of all members, be admitted as full members or as members with consultative status.

### **3.5 Consultative status**

Entities contributing financially or providing in-kind contributions for joint GC activities in Venice may be admitted as members with consultative status, by a decision of EIUC.

### **3.6 Accreditation for Master's programmes to become members**

The membership of Master's programmes is based on them providing a degree, which is accredited by at least one of the universities in the network of that Master's programme.

## **4. BILATERAL AGREEMENTS**

### **4.1 Bilateral agreements**

The GC MoU, including its aims and objectives, is an integral part of the bilateral agreements to be concluded between EIUC and the full members of the GC as Regional Master's programmes funded by the European Commission. The grant agreement concluded between EIUC and the European Commission regulates the contractual obligations of EIUC *vis-à-vis* the EU. GC members are represented by EIUC for the implementation of this grant agreement.

The bilateral agreements concluded between EIUC and GC members regulate their contractual relations, in respect of Regional Master's programmes, and entails rights and obligations for all signatory parties.

## **4.2 Importance of bilateral obligations**

The GC MoU in no way affects the rights and obligations resulting from the bilateral agreements concluded between EIUC and Master's programmes which are full members of GC, for the provision of other funds (non EU budget funds) and are aware that EU funding cannot finance the same activities twice. Only the bilateral agreements regulate specifically the requirements for the disbursements of funds, the obligations of the parties to achieve the objectives of the bilateral agreements, the reporting obligations of the parties vis-à-vis EIUC, the liability of the fund-receiving institutions and the monitoring and auditing requirements.

However, each Member of the GC which has a Master's or diploma programme funded by the EU budget will abide the rights for the Commission, the European Anti-Fraud Office (OLAF) or the European Court of Auditors to control, including on site, how the EU funding has been spent.

## **5. DURATION**

The duration of the GC is nine (9) years starting 1 January 2012 and ending 31 December 2020. The duration may be extended by a joint decision of the GC.

## **6. MAIN ACTIVITIES AND JOINT COMMITMENTS**

### **6.1 Main activities of the GC**

The main activities are:

- organising and implementing of the connecting integrating activities
- developing the integration of the different Master's programmes
- securing the necessary funding of the different GC activities
- periodic joint reviews of the different elements of the GC, including the Master's programmes, and taking into account the ultimate objective of achieving integration
- any other activity required to support the GC in pursuing its aims

### **6.2 Integration commitments and joint activities**

The implementation of all integration commitments and joint activities starts with the entry into force of the present MoU, and is to be completed in two phases. The first



phase, from the beginning of 2012 to the end of 2013, will involve all founding members implementing the connecting activities and preparing the integration of the Master's programmes. The second phase, from the beginning of 2014 to the end of 2015, will involve strengthening the level of integration of the Master's programmes of all full members. The third phase from 2016 to 2020 will involve the substantial development of the GC system between the full members and will extend it to any new Master's programmes joining the GC.

Members commit to ensure that the core curriculum of all Master's programmes include common features such as:

- universal values and aspects of European Union human rights and democratisation policy and activities
- fundamental human rights instruments (the Universal Declaration of Human Rights and other international and regional instruments concerning civil and political rights, economic, social and cultural rights, and the so-called 'third generation' rights)
- strong elements of the rights of women, children and minorities
- promotion of democratisation and the rule of law
- protection of victims of violence and conflicts
- international criminal justice and the fight against impunity
- significant interdisciplinary elements
- strong elements of experiential learning and operational skills building, including internships subject to available funding and other logistical considerations
- language training, where relevant, necessary or applicable and
- similar standards of examinations and the assessment of dissertations

### **6.3 Development**

The implementation of all activities is dependent on a joint review by the GC Council. Both the activities as well as their method of implementation are subject to modification by the GC Council, which may refine, rework or add to them, in order to further strengthen integration elements.

## **7. STUDENTS IN GC MASTER'S PROGRAMMES**

### **7.1 Balance and transparency in selection**

Gender balance and a wide spread of nationalities and sub-regional representation in the selection of students should be ensured. The selection process for students should be demonstrably transparent, equitable and coherent, with students from a variety of academic backgrounds, reflecting the inter-disciplinary nature of human rights and democracy, in line with the admission rules of the different programmes.

### **7.2 Representation of students in decision making bodies**

The decision-making bodies of the GC Master's programmes will include student representatives who are elected by their peers each year.

### **7.3 Participation of students**

Students will have the opportunity to evaluate the programmes and the members of their teaching staff.

## **8. ALUMNI OF THE GC MASTER'S PROGRAMMES**

### **8.1 Career development**

The GC will develop a system for joint contact with alumni, to support and follow their career development, and to provide opportunities for internships where possible.

### **8.2 Alumni associations**

All programmes will assist in establishing and supporting an alumni association. The different alumni associations will be connected through the GC.

### **8.3 Participation of alumni**

Alumni will be integrated as teachers and advisors in the academic programmes as far as possible.

## **9. MASTER'S PROGRAMMES OF THE GC**

### **9.1 Accreditation**

The degree should be conferred as an academic postgraduate degree by one or more of the participating higher education institutions, and must be accredited by at least

one of the degree-providing universities according to applicable national or regional provisions.

## **9.2 Credit system**

Each Master's programme is expected to deliver at least 60 ECTS (European Credit Transfer System) credits or the accepted equivalent for the completion of a Master's degree in the host country or region.

## **9.3 Representation**

In addition to the lead organisation or coordinating university in each programme, at least three (3) other partner higher education institutions from different countries in the same region will be represented in the management structures, and participate actively in the training of students.

# **10. STATUS AND RESPONSIBILITIES OF EIUC AND THE OTHER GC MEMBERS**

## **10.1 Contractual partner of the EU**

The European Inter-University Centre (EIUC) is one of the founding members of the GC. EIUC is the contractual partner of the European Commission in implementing the activities of the GC. It represents the Members of the GC and the decisions of the GC-Council *vis-à-vis* the European Commission. Provisions included in their bilateral agreements do not affect the obligations stemming from the grant agreement concluded with the Commission (implementation of the actions, reporting, rights of control of EU funds for the Commission, OLAF and Court of Auditors).

## **10.2 Funding and proposals**

In addition to its primary funding EIUC receives funds from the European Commission for GC joint activities, as well as the GC and its members. It implements activities of the GC as decided by the GC Council and as agreed upon in the bilateral agreements between EIUC and each GC members. It acts within the limits set by the agreement between EIUC and the European Union and in accordance with its statutory and financial requirements. In accordance with the bilateral agreements between EIUC and the GC members, EIUC is responsible for the timely and accurate submission of project proposals and budgets from participating Master's programmes to the European Commission.

### **10.3 Separate budgeting**

EIUC budgets separately for the management of the GC. EIUC budgets separately for joint activities between members, the regional Master's, the EMA, and EIUC.

### **10.4 Staff for management of GC**

Depending on the availability of funds provided by the European Commission or other entities, EIUC will establish a Management Unit which will be responsible for the day-to-day management of the GC activities in Venice. This Unit will include a Director General, in charge of general coordination and management, two financial and contractual officers, and 1 fund-raiser officer in charge of partnerships with funding institutions. This will include, in particular, the necessary management of budgets, expenses and central programmes, as well as an efficient liaison between EIUC and the GC Members.

### **10.5 Bilateral agreements**

EIUC will conclude annual bilateral agreements between itself and each GC member universities before opening negotiations with the European Commission regarding the budget and programmes for the following year. The bilateral agreements stipulate the obligations of both the EIUC and the relevant GC member relative to the execution of the contract and will serve as the basis for negotiating with the European Commission in subsequent years. Each GC Member is responsible with EIUC for the programme it administers and for joint activities vis à vis the European Commission concerning the recovery of unduly paid funds under the grant agreement.

## **11. STATUS AND RESPONSIBILITIES OF GC MEMBERS**

### **11.1 Agreements and reporting**

GC members conclude the necessary bilateral agreements with EIUC to receive funds and implement programmes. They agree to report periodically and to fulfil their financial and substantive responsibilities. Members are obliged to carry out all the activities set out in the bilateral agreement with EIUC.

### **11.2 Autonomy**

Depending on the bilateral agreement with EIUC and the decisions of the GC Council each Member has autonomy as to the academic content and management of the Master's programme developed under its auspices and in collaboration with its partners.

### **11.3 Responsibility, proposals and implementation**

Within GC activities and between GC Members, each GC member is individually responsible to the GC Council for its own programme. Each Member undertakes to prepare and submit for the approval of the Council, project proposals and budgets for the Master's programmes under its auspices, or other documentation as required. Each member must implement the decisions of the GC regarding core elements as outlined in 6.1 and 6.2 above.

### **11.4 Budget framework**

Each member is guided by and may not exceed, in the preparation of its budget, the budget approved by the European Commission under the previous annual agreements. Each member will take into account when preparing its budget the European Commission's intention to apply a gradually degressive mode of budgeting.

### **11.5 Co-Financing and additional funding**

Each Member is obliged to raise the proportion of funds not covered through EU funding in respect of its programme. Members are required to undertake all measures to ensure the financial sustainability of the GC. They are expected to enter into additional separate funding arrangements for their own programmes. Such arrangements should not be in contradiction with the objectives and obligations under this MoU and the bilateral obligations, as well as with the principle of non EU double funding.

### **11.6 Reports and implementation of decisions**

Each member must submit narrative and financial reports as required to the GC Council, in a timely manner and in accordance with the bilateral agreement entered into with EIUC. Each member undertakes to abide by the decisions of Council.

## **12. ORGANS OF THE GC**

The organs of the GC are:

- The Council of the GC
- The Chair of the Council
- The Advisory Board of the GC

## **12.1 Composition of the GC Council**

The Council of the GC is composed of:

- Two (2) representatives of each participating Member programme;
- The EIUC President, ex officio;
- The EIUC Secretary-General, ex officio;
- The EMA Chairperson, ex officio;
- The EMA Programme Director (consultative member)
- One (1) representative of the European Commission, DEVCO (consultative member);
- One (1) representative of the European External Action Service (consultative member);
- A representative of the Alumni Associations (consultative member);
- Any other consultative members as determined by the GC Council.

## **12.2 Meetings**

12.2.1 The GC Council meets at least once every year, on the Lido, in Venice, on the occasion of the annual graduation ceremony of the E.MA.

12.2.2 The costs of Members' participation in the annual meeting is budgeted for and borne by their respective programmes. Other meetings can also take place by using electronic means of communication such as Skype or other videoconferencing systems. The deliberations may be recorded if all participants agree.

12.2.3 The EIUC Secretary-General must ensure that invitations to this event are sent at least three months in advance, to secure the presence of all the participating universities at this meeting.

## **12.3 Decisions**

12.3.1 Each member of the GC Council has one vote. Consultative members have no vote. The GC Council takes decisions by majority vote of all voting members present, unless otherwise provided in the MoU.

12.3.2 A quorum of seven (7) voting members is required. If any one of the members is absent with an apology, and the decision taken or act made creates a liability for any of its members, then such liability will only arise if that member, directly or through its representative on the GC Council, has adhered to that decision or act.

12.3.3 Decisions of the GC Council are deemed to have been validly taken if they are signed or assented to by all the members of the Council, even if such resolutions are not taken at a meeting of the GC.

## **12.4 Mandate of the GC Council**

12.4.1 The GC Council is the decision-making body of the Global Campus, and makes recommendations to the EIUC Board.

12.4.2 The GC Council does not have a distinct legal personality and does not have the power to enter into contracts and assume rights and obligations for the purpose of reaching its objectives; only the EIUC Board can assume responsibility for any obligations undertaken by the GC.

12.4.3 The GC Council is responsible for the coordination and administration of all applications for funding and other aspects of the Global Campus taking into account the EIUC functions as stated above.

12.4.4 The GC Council ensures the strengthening of the common core elements in the various Members' Master's programmes.

12.4.5 The GC Council continuously reviews the common core elements in order to expand and further strengthen them.

12.4.6 The GC Council reports to the EIUC Board upon completion of each project cycle, as required in the bilateral agreements with the various members.

12.4.7 The GC Council implements the decisions of the EIUC Board, taken in line with EIUC's contractual obligations and this MoU.

12.4.8 The GC Council proposes the members' plans and budgets for their programme parts and the joint activities, and submits them to the EIUC Board for final submission to the European Commission.

## **13. THE CHAIR OF THE GC COUNCIL**

### **13.1 The Chair**

The Chair of the GC Council chairs the meetings and ensures follow-up of its decisions by the Director General of the Management Unit. The Chair may convene a meeting at

the request of sixty per cent (60%) of GC members, providing at least one week's notice. Such emergency meetings may be held by electronic means as described in 12.2.2 above.

### **13.2 Election**

The Chair is elected by simple majority of the members present and voting for a period of two (2) years. The same member (even if a different person) cannot be voted more than two consecutive times in the position of Chair of the GC Council.

## **14. THE GLOBAL HUMAN RIGHTS COUNCIL ADVISORY BOARD**

The GC Council may establish an Advisory Board composed of up to 7 persons of high standing in the field of human rights and democratisation, who are able to provide advice to the GC Council. The GC Council will develop the specific mandate and membership of the Advisory Board.

## **15. FINAL PROVISIONS**

### **15.1 Amendments to the MoU**

Amendments to this MoU may be proposed at any time, provided the proposing party gives written notice of sixty (60) days to all the other members of the GC.

Any amendment to this MoU will require a seventy-five per cent (75%) majority vote of GC members, as well as the consent of EIUC. Where time is of the essence and where there is full agreement by all the constituent regional representatives, the 60-day notice requirement may be reduced and electronic mail used to communicate the proposals and organise the voting.

### **15.2 Settlement of disputes**

In case of disputes between GC members, or between the GC Council and the EIUC Board, every effort will be made by all parties concerned to reach an amicable settlement, if required, with the assistance of the GC Advisory Board. The provisions on the settlement of disputes in the bilateral agreements will, however, prevail under all circumstances.



Where it is not possible to settle the dispute amicably, the matter will be referred to arbitration in accordance with the UNCITRAL international arbitration rules in front of an arbitral board composed of three members. In the event that the parties to the dispute are two, each party will appoint an arbitrator while the Chairman will be appointed by the two arbitrators thus appointed; if a party fails to appoint the arbitrator within thirty (30) days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree, the appointment will be made, at the request of a party, by the President of the International Association of Universities (IAU). In the event that the parties to the dispute are more than two, then the members of the arbitration board will be appointed by the President of the IAU after hearing the parties. The language of arbitration will be English. The decision will be final. Each party will bear its own costs.

#### **15.4 Termination of membership**

A member may not withdraw from the Global Human Rights Campus if it is under an obligation arising from a bilateral agreement between itself and EIUC. At the expiry of a bilateral agreement, a member may withdraw from the Global Campus. The termination becomes effective subject to the member giving six (6) months' advance notice and ensuring that all its obligations have been honoured. Where, in the opinion of the GC Council, and in agreement with the European Commission, a member has acted in such a way as to render its continued membership of the Global Campus impossible, the other members may, by unanimous resolution, vote to terminate the membership of the offending member, care being taken to ensure the fulfilment of any outstanding contractual obligations.

#### **15.5 Consent**

Any consent necessary under this agreement may be given in electronic format.