



**"Climate Change, Migration, Health and Hygiene - Adapting to a WATER-SCARCE future (WatScarce)" (DFC File No. 23-14-KU)**

**Partnership Agreement  
between  
University of Copenhagen and Partner Institution**

The present agreement (the "Agreement") is concluded between:

The Danish lead institution:

*University of Copenhagen  
Faculty of Health and Medical Sciences  
Department of Public Health  
Øster Farimagsgade 5  
DK-1353 Copenhagen K  
Denmark*

*(Hereinafter also referred to as "UCPH" or "Responsible Party")*

and the South Partner:

*University of Dhaka, Dept. of Microbiology  
Dhaka-1000  
Bangladesh  
(Hereinafter also referred to as "DU")*

*(DU in the following also individually referred to as "Partner Institution")*

*(All above Parties in the following also individually referred to as "Party" or jointly as "Parties")*

The undersigned will cooperate in the implementation of the development research project, specified below (hereafter referred to as the "Project"). The Agreement outlines the obligations and commitments of the Parties.

**Article 1: The Project**

**Project title:** Climate Change, Migration, Health and Hygiene - Adapting to a WATER-SCARCE future WatScarce

**Project file no.:** DFC File No. 23-14-KU

**Project period:** 60 months. Start date: 1 June 2023. End date: 31 May 2028

**Project description and objectives:**

WatScarce will investigate how new migrants and old residents in low-income water-stressed HHs in Tongi, Bangladesh can adapt to and mitigate current and future hygiene-related disease outbreaks.

This includes the following Specific objectives:

1. Describe and compare differences in water use, hygiene behavior, and adaptation strategies in new migrants and old residents of urban low-income HHs impacted by water stress.
2. Examine and compare the longitudinal changes in disease patterns, medicine use, and health-seeking behavior in migrant and old residents of LIC HHs in the study area.
3. Identify, characterize, and quantify the HH transmission routes for the most prevalent hygiene-related pathogens (virus, bacteria, and protozoans) in the study area.

4. Develop policy recommendations and identify possible strategies supporting CC adaptation pathways, focusing on the water-hygiene interface in LICs in the study area.
5. Develop capacities of early career scholars through training, workshops, and introduction of new equipment and techniques for multi-pathogen detection, genome sequencing, and proteomic studies at the University of Dhaka (DU).

## Article 2: The Grant Framework

The Grant Framework consists of in order of priority:

- (i) The terms and conditions set by the donor for FFU (the Ministry of Foreign Affairs administered by Danida Fellowship Centre (DFC): <https://dfcentre.com/research/calls/general-conditions-ffu-projects/> (in the following "The General Conditions")
- (ii) the Letter of Grant regarding the Project issued by Danida Fellowship Centre on behalf of the Ministry of Foreign Affairs/Danida to the UCPH Project Coordinator, Peter Kjær Mackie Jensen Name (Appendix B)
- (iii) the approved application for the Project including appendices and any adjustments where the objectives, activities, output and budget are set out (Appendix A and C)

The Grant Framework is the basis for this Agreement, and it will guide the overall planning, monitoring and implementation of the Project and the Project coordinator, the institutions involved, and their research teams are expected to be familiar with this Grant Framework.

The Grant Framework is appended to this Agreement as Appendices A-C.

The Project collaboration is guided by the overall terms and conditions set by the donor for FFU (the Ministry of Foreign Affairs administered by Danida Fellowship Centre (DFC)):

<https://dfcentre.com/research/calls/general-conditions-ffu-projects/>

In case of conflicting clauses between the Grant Framework and this Agreement the terms of the Grant Framework will prevail.

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 as regards each Party's own activities and tasks as set out in the approved Project application prior to commencing the Project. It is the responsibility of each Party to ensure that all approvals necessary for the implementation of that Party's activities and tasks as set out in the timetable and the approved Project application 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 (Appendix C Budget forms) constitutes the financial basis for the Agreement and Project activities. The budget is prepared in DKK and specifies expenses related to the Responsible Institution and Partner Institution and the researchers involved. Thus, the Parties confirm that they are aware what this Agreement entails in monetary and activity terms.

The Project has a budget total of DKK 9,999,948. The funds are distributed as follows:

UCPH (incl. secondary partner CDC)	DKK 4.350.737
Dhaka University (incl secondary partner RMMRU)	DKK 4.021.626
icddr,b	DKK 1.627.585

The activity budgets covered by this Agreement are to be transferred to the Partner Institution in instalments in due course in accordance the deadlines as outlined in Appendix D.

## Article 4: UCPH's Obligations and Responsibilities



Under this Agreement it is the responsibility of UCPH:

- 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 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 timetable (Appendix A);
- 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;
- to keep each Partner Institution updated on general progress and directions from the donor and other partners;
- to transfer funds to the Partner Institution according to dates listed in Appendix D;
- to advise the Partner Institution on reporting formats including account forms for reporting according to the general budget and according to DFC guidelines;
- to advise the Partner Institution on audit procedures and timing
- to integrate narrative and financial reports on the WP progress received from each Partner Institution into joint reports and submitting these according to DFC guidelines;
- to submit annual and financial reporting to DFC in a timely manner according to DFC guidelines;
- to contract and pay the external auditor for final auditing of Project accounts;

#### **Article 5: Partner Institution's Obligations and Responsibilities**

Under this Agreement it is the responsibility of each Partner Institution:

- 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 in writing with the Responsible Institution;
- to make sure, that all researchers and other Project staff of the respective Partner Institution are recruited and employed in the Project according to their share of the budget and the timetable (Appendix A);
- to ensure that the allocated funds are used exclusively for approved objectives, activities, and budget items;
- to perform regular monitoring of progress of that Partner Institution activities as compared to the timetable (Appendix A) regarding that Partner Institution's activities;
- to set up an overall adequate and reliable administration of their respective share of Project funds;
- to ensure that their share of the budget is in accordance with the respective tariffs and regulations of the Partner Institution;
- to comply with all deadlines and commitments specified in this Agreement;
- subject to applicable regulation to contract and pay the external auditor for auditing of the Partner Institution's Project accounts;
- to ensure that input to annual narrative and financial reporting, accounts, are provided to UCPH (allowing UCPH to meet their deadlines according to the DFC guidelines of planning, monitoring, and reporting) and that disbursement requests are submitted according to agreed dates (Appendix D).

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

Each Party is solely responsible for its own activities. Thus, it is the responsibility of the Parties to ensure a proper and goal-oriented management of their own activities under the Project, including research performance, reporting procedures, financial management and accounting in accordance with this Agreement and the General Conditions for Research Grants set by DFC. Some of the main management responsibilities are listed below:

- a. **Research performance:** It is the duty of UCPH to monitor the Partner Institution's research activities closely and of the Partner Institution to assist UCPH with this task. The obtained results should be compared with the timetable (Appendix A) on a regular basis. The Project Coordinator must make appropriate intervention if the progress of the Project is not satisfactory.




- b. **Reporting procedures:** It is the duty of UCPH to submit reports to DFC (first-year, midterm and completion reports) and it is the duty of each Partner Institution to submit that Partner Institution's input to these reports to UCPH using the format provided by DFC. In case of serious deviations from Project plans, change of staff or budget revisions, it is the duty of the relevant Partner Institution to immediately report this to UCPH. This immediate reporting obligation also applies in cases of fraud, abuse of funds, irregular administration or mismanagement.
- c. **General budget management issues:** It is the duty of the UCPH and Partner Institution Project Coordinators to make sure, that Project expenditure is kept within the approved Project budget as regards the Partner Institution' share of the 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.
- d. **Transfer of funds:** The responsible institution will request disbursement of funds from DFC and DFC will disburse funds to the responsible institution. Each Partner Institution is to forward a request for disbursement of funds by invoicing

Department of Public Health  
 Faculty of Health and Medical Sciences  
 University of Copenhagen  
 Øster Farimagsgade 5  
 DK-1353 Copenhagen K  
 Denmark  
 Att.: Peter Kjær Mackie Jensen

CVR/VAT number: 29979812,

according to the intervals outlined Appendix D.

- e. **Salaries, emoluments and other Project staff payments:** These shall follow the contractual arrangements for researchers, prevailing at UCPH and each Partner Institution, respectively. Terms for professional visits to Denmark by students should follow the DFC rules for fellowships.
- f. **Administrative costs:** The administrative costs must be used in accordance with each Party's respective shares of the Project budget as approved by DFC. The following general administration costs are considered to be covered by the overhead (7% of direct costs): management involvement in the co-operation and coordination of the Project, recurrent office and office set-up expenses (office furniture, rent, cleaning, stationery, transport, electricity and water, support staff, and other general recurrent expenses), the institution director's involvement in the Project, and expenses related to staff that are carrying out general administrative tasks as budget and accounting tasks.



**Article 7: Notices**

At UCPH, coordination shall be done by:

Courier and Mailing Address:

Peter Kjær Mackie Jensen  
 Principle Investigator  
 Associate Professor  
 Global Health Section  
 University of Copenhagen  
 DK-1353 Øster Farimagsgade 5  
 Copenhagen K  
 Denmark  
 Email: mackie@sund.ku.dk  
 Phone +45 35327688  
 Mobile: +45 30590738

At DU coordination shall be done by:

Courier and Mailing Address:

Anowara Begum  
Co-Principal Investigator  
Professor  
Department of Microbiology  
University of Dhaka  
Dhaka-1000  
Bangladesh  
Email: anowara@du.ac.bd

#### **Article 8: Materials and Data**

The Parties agree that exchange of and work with the "Original Material" and Data will be carried out in compliance with all applicable laws and regulations.

All South Partners confirm to UCPH that all the necessary documents and approvals related to the ethical issue and data protection aspects (as appropriate in the country of collection or the country of approval) are obtained and can be presented to UCPH upon request (consent from the study subjects (health staff and patients) and/or approval from a local/national research ethics committee) and that such documents and approvals:

- 1) Cover the use of such Original Material and Data in the Research Project;
- 2) Cover the sharing of Original Material and Data with UCPH for use in the Research Project;
- 3) Cover the exportation of such Original Material and Data to UCPH

As Original Material and data received by UCPH are subject to the regulation of General Data Protection Regulation (GDPR), UCPH declares that the processing and storage at UCPH will be performed in compliance with the GDPR and applicable Danish Law.

In case of transfer of Original Material and data received by UCPH for processing by another Party such transfer will for each individual transfer be subject to a separate Data Processor Agreement. UCPH is responsible for concluding such agreements and each Data Processor Agreement must be amended to this Agreement as appendices.

#### **Article 9: Accounting and Audit Issues**

It is the duty of UCPH and each of the Partner Institutions Project management to establish and maintain a reliable accounting set up for their respectively UCPH's share of the Project funds. This implies preparation of an adequate chart of accounts and ensuring that accounts are kept up to date.

It is the responsibility of UCPH to comply with the account's requirements and deadlines. Each Partner Institution must submit to UCPH the externally audited annual accounts of the respective Partner Institution's share of the budget signed by the respective Partner Institution's Project coordinator, accountant and auditor according to the deadlines outlined in Appendix D.

Each Partner Institution must use the reporting formats made available by DFC on <https://dfcentre.com/research/calls/general-conditions-ffu-projects/> (please scroll down to the end of the page). The annual accounts must contain a report on the amount of unused funds at the end of the year. Sub-statements, auditor's statements concerning such sub-statements, bank statements and possible original vouchers from Partner Institution are not to be submitted to DFC.

It is the duty of each Partner Institution to give access to and facilitate any audit, review or evaluation activity, requested by Danish authorities and the authorities of Bangladesh.

#### **Article 10: Research Results and Rights:**

The Parties maintain all intellectual property rights related to information, including Confidential Information, exchanged under this Agreement. Furthermore, the Parties maintain the rights to all results of own previous work.



The right of ownership to research results shall belong to the Party whose employees intellectually have generated the relevant research results

Joint research results shall belong jointly to the Parties in accordance with their respective intellectual contribution. Unless otherwise agreed, the Parties jointly owning results may freely use jointly owned results for research purposes, whereas it is to be specifically decided by all joint owners, if jointly owned results are to be used commercially, including patented.

If the research results enjoy intellectual property protection the Party generating the results shall decide on any such matter including filing for patent protection and commercial exploitation. Any decision regarding exploitation of joint results must be agreed upon between the Parties.

If, however, the above-mentioned distribution of rights and procedure is inconsistent with applicable international conventions such as but not limited to The International Convention for the Protection of New Varieties of Plants and the rights to the patent according hereto would belong to a different Partner Institution than according to the above-mentioned distribution of rights and procedures, then, the applicable international convention will prevail. Authorship and (co-authorship) of those publications being direct outputs of the Project will be decided in accordance with international academic principles as outlined in the Vancouver Protocol

The Parties are each entitled to publish their own results, for example in scientific works and journals and pursuant to the traditions of the research area in question. Publication of another Party's results requires such Party's prior written consent. Results jointly owned by two or more Parties should be published jointly by the respective Parties but can also be published individually by any of the Parties jointly owning such results, if one or more of the other Parties do not wish to participate in the publication of such jointly owned results.

#### **Article 11: 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 the Danish arbitration rules.

#### **Article 12: Amendments and termination**

Each Party may request amendments to this Agreement. The implementation of such amendments requires the written agreement of all Parties by authorized signatories.

This Agreement may be terminated by either of the Parties with six months' prior written notice.

In case of termination by a Partner Institution, the Partner Institution shall enter a dialogue with UCPH and DFC on the possibilities of bringing the Project forward e.g., in terms of finding a new Partner Institution. The Partner Institution shall also account for all used funds at the date of termination and re-disburse all unused funds to DFC.

In case of termination by UCPH, UCPH shall enter a dialogue with DFC on the possibilities of bringing the Project forward in terms of finding a new Responsible Institution.

#### **Article 13: Liability**

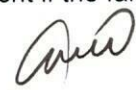
The Parties shall not provide any guarantee and cannot be held liable if their performance in connection with the completion of the Project does not lead to a specific result.

A Party shall be liable for gross negligence or intentional neglect of its obligations under this Agreement.

The liability of one Party to compensate the other Party shall not apply to consequential losses such as production interruptions, and other loss of turnover/profit or other indirect losses.

The liability of the Parties shall be limited to a maximum of once the respective Party's share of the total costs of the Project as set out in the budget.

None of the Parties shall be liable for a failure to fulfil their obligations under the Agreement if the failure to perform is due to force majeure.

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#### **Article 14: Confidentiality**

Confidential information shall include all types of scientific, technical, operational, or commercial information, data or experience exchanged between the Parties and marked confidential or otherwise identified in writing as "confidential" at the time of disclosure, when disclosed visually or orally ("Confidential Information").

The Confidential Information which the Parties receive from each other may only be used within the scope of the Project.

The Parties are obliged to keep all Confidential Information received during the Project confidential. The Parties shall ensure that all persons involved with the Project are subject to the same confidentiality obligation as the Parties are themselves.

The confidentiality obligation does not include Confidential Information which

- at the time of receipt of the information has been published or in some other way made available to the general public;
- after receipt has been published or in some other way been made available to the general public without this owing to the recipient's disregard of the confidentiality obligation;
- already at the time of receipt was lawfully in the possession of the receiving Party without being subject to confidentiality restrictions;
- has been received by a third party who appeared to be lawfully entitled to pass on the information;
- subsequently has been developed separate from the Project by the receiving Party, or
- is or will be comprised by laws or regulations, public law rulings, decisions, orders etc., ordering the receiving Party to pass on information wholly or in part.

The confidentiality obligation under this provision ceases five years after the completion of the Project.

#### **Article 15: Term**

This Agreement shall enter into force on the 1 June 2023.

Unless terminated before according to Article 11 above, this Agreement shall remain in force for the Project period, stated in article 1.

#### **Article 16: Force Majeure**

Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (Including the denial or cancellation of any operational or any other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

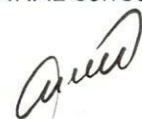
#### **Appendices:**

Appendix A: Project Description incl. timetable

Appendix B: Letter of Grant

Appendix C: Call-2022-Budget-Form\_Danida\_Peter Mackie Kjær Jensen\_WatScarce\_FINAL correct totals.xlsx

Appendix D: Payment and reporting schedule



13-JUNE-2023

Date: DD/MM/YYYY

15-06-2023

Date: DD/MM/YYYY



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Professor Theis Lange  
Head of Department of Public Health  
University of Copenhagen (UCPH)



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Professor Mamtaz Uddin Ahmed  
Treasurer  
University of Dhaka