MOOC-Maker

Construction of Management Capacities of MOOCs in Higher Education


WPD5.2

Management and conflict resolution procedures for the consortium

(Procedimientos de gobernanza y resolución de conflictos del consorcio)

Version 1.0

(English)

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| 1. INTRODUCTION | .......................................................... | 3 |
| 2. MANAGEMENT PROCEDURES | .......................................................... | 4 |
| 3. CONFLICT RESOLUTION | .......................................................... | 6 |
| ACKNOWLEDGEMENTS | .................................................................. | 6 |
1. INTRODUCTION

Deliverable WPD5.2 “Management and conflict resolution procedures for the consortium” is a key element in WP5 of MOOC-Maker project (“Management”), as it establishes how the consortium is going to work throughout the project and what to do in case of conflicts between two or more partners of the consortium. For the definition of the management procedures and conflict resolution procedures the following documents are set as the base:

- The Partnership Agreement (WPD5.1) signed between the coordinator (UC3M) and each of the beneficiary partners, particularly in regard to Articles 3 (Obligations and responsibilities), 15 (Conflict resolution), 16 (Applicable law and jurisdiction) and 17 (Termination of the Agreement);
- The Grant Agreement signed between the coordinator (UC3M) and the European Commission, particularly in regard to Articles I.9 (Settlement of disputes with non-EU beneficiaries), I.10.5 (Partnership agreement), II.1 (General obligations and roles of the beneficiaries), and II.18 (Applicable law, settlement of disputes and enforceable decision);
- The project proposal approved by the European Commission and agreed by the partners, especially in regard to sections D.2.1 (Project management) and D.2.2 (cooperation and communication arrangements of the consortium)

The next section summarizes the management procedures for project management, as set out in the project proposal, which was agreed by the partners and sent for approval by the European Commission. Then, the conflict resolution mechanisms are summarized as set out in the Consortium Agreement. In case there are different interpretations or versions of the same text, the Association Agreement and the Grant Agreement will always prevail over the content of this deliverable.
2. MANAGEMENT PROCEDURES

The consortium consists of 9 partners, all of the Higher Education institutions, including three European Higher Education institutions and six Latin American Higher Education institutions. Each partner assigns a Project Manager who also acts as contact point, as stated below:

1. Universidad Carlos III de Madrid (UC3M) (coordinator): Carlos Delgado Kloos
2. Universidad de Galileo (UG): Rocael Hernández Rizzardini
3. Technische Universität Graz (TUG), Christian Gütl
4. Universidade Aberta (UAb), António Teixeira
5. Universidad Panamericana de Guatemala (UPN), Mariela Román Barrios
6. Pontificia Universidad Católica de Chile (PUC), Mar Pérez Sanagustín
7. Universidad de Chile (UCH), Jaime Sánchez Ilabaca
8. Universidad del Cauca (UCA), Gustavo Adolfo Ramírez-González
9. Católica del Norte Fundación Universitaria (UCN), Germán Gallego

UC3M coordinates the project and acts as the single contact point between the consortium and the European Commission. As coordinator, UC3M will be responsible for ensuring that the work plan is fulfilled, that the effective communication between the consortium members is reached, that reports are delivered on time, and that the resources devoted to the project are properly managed, including the budget. As coordinator of the project, UC3M is also ultimately responsible for ensuring that the contractual obligations with the European Commission, as established in the Grant Agreement, are met.

In addition to the overall project coordination, the project distinguishes two regions: (1) the European Region, led by UC3M and with the participation of UAb and TUG; and (2) the Latin American region, led by UG and with the participation of UPN, PUC, UCH, UCA and UCN. The European region leads (through UC3M) three of the five project work packages: WP1 (Preparation), WP4 (Dissemination) and WP5 (Management). The Latin American region leads (through UG) the two remaining work packages: WP2 (Development) and WP3 (Quality Plan). The specific division of partner activities is detailed in the work packages of the proposal and in the detailed work plan (deliverable WPD3.3).
The "Partnership agreement", signed at the beginning of the project (WPD5.1), describes the obligations and responsibilities of each of the partners in the project, and mechanisms for conflict resolution. All knowledge generated in the project will be shared with the other project partners, unless otherwise stated in the Partnership Agreement. It is important to note that the starting point of the project is the transfer of knowledge and experience from the partners in the European Region (which have research groups that are a reference in the project theme) to partners in Latin American. This transfer of knowledge will be constant between the two regions over the project and has as its ultimate goal to contribute to the socioeconomic development of Latin American countries.

At the beginning of the project a Steering Committee composed of the Project Managers of each of the nine participating institutions is created. The Steering Committee will be led by UC3M as project coordinator, with the support of UG. This Committee will be responsible for making scientific, strategic and operational decisions related to the project. The Steering Committee will request technical information to the work package leaders, which should be shared well in advance with the rest of partners, so that these can make a reasoned assessment before decision making. Each member shall have one vote on the Steering Committee, and no decisions will be made unless a two-thirds support (6 out of the 9 members). European partners may delegate their vote in UC3M, and Latin American partners in UG. This is intended to avoid a major risk: the imposition of decisions by Programme Countries on Partner Countries, as all decisions must be supported by at least half of the Latin American partners (even if there is an agreement between the 3 European partners). The Steering Committee is also responsible for identifying and controlling critical risks that could have a negative impact on the project (e.g. delays in the work plan, lack of commitment of a partner ...) and make decisions for actions and contingency plans.

This Committee will meet 6 times throughout the three years of the project, coinciding with conferences or relevant events. In addition, constant informal communications and bilateral formal videoconferences will regularly occur. A digital space for the project in OpenProject will also be provided for sharing reports and project results.
3. CONFLICT RESOLUTION

Articles 15 and 16 of the Partnership Agreement will be used for conflict resolution; these are detailed below. Importantly, the Grant Agreement prevails in any case on what was signed in the Association Agreement.

- Article 15.1. In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

- Article 15.2. Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

- Article 16.1. This Agreement is governed by the Spanish law, being the law of the coordinator's country.

- Article 16.2. In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.

- Article 16.3. If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

- Article 16.4. If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

- Article 16.5. This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

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