



## PLURIANNUAL MEMORANDUM OF AGREEMENT 2022-2023

### USCLS/CP1-22-23

Between the Government of the Grand-Duchy of Luxembourg, hereafter referred to as “the Government”, represented by the Minister for Higher Education and Research, hereafter referred to as “the Minister”, on the one hand,

and

the University of Sheffield, represented by Professor Koen Lamberts, Vice-Chancellor and President, hereafter referred to as the contracting party, on the other hand ;

considering, in general, the intention of the Government to support activities of higher education and research aiming to promote the Luxembourgish language and culture ;

it is agreed as follows :

#### **Art. 1- Object**

The object of the present agreement is to define the general framework, concerning the conditions and modes of attribution and transfer of the financial contribution of the Government for the realisation of the contracting party's activities.

The reference number attributed to this agreement is USCLS/CP1-22-23.

The objectives to be attained via the implementation of the contracting party's activities as well as the related performance indicators are described in the annex, which constitutes an integral part of the present agreement.

Under the condition that the Government transfers the financial contribution to the contracting party, as foreseen by the present agreement, the contracting party commits to:

- i) Taking all relevant and reasonable measures in order to achieve the defined objectives;
- ii) Providing all the detailed information requested by the Minister ensuring the good management of the stated activities;
- iii) Informing the Minister of any event that could directly impact the attainment of the stated objectives ;
- iv) Providing the Minister, or any individual or body mandated by the Minister, with the information requested in the framework of evaluations and audits;
- v) Participating actively in the activities of evaluation and follow-up.

#### **Art. 2 - Duration**

The present agreement is valid for a period of 24 months. It takes effect on 1<sup>st</sup> January 2022.

### **Art. 3 - Financing**

Considering the interest of the activities mentioned in the annex, the Government offers a financial contribution of 200.000€ (two hundred thousand Euros) within the framework of the present agreement and within the limits of available budgetary means, which will be charged to the budget of the Ministry responsible for higher education. The amount of this financial contribution has been determined in relation to the objectives to be attained and also in relation to the total budget that the contracting party expects to dedicate to the realisation of the mentioned activities (including resources other than the financial contribution mentioned in this agreement).

This financial contribution does not exclude the attribution of supplementary financial means, originating from other budgetary resources.

The annual financial contributions of the Government amount to:

- For the year 2022 : 100.000 €
- For the year 2023: 100.000€

The annual financial contributions are paid in four instalments to the Sheffield Chair in Luxembourg Studies account X/004232-1 :

- a first instalment of 30% of the annual amount to be paid on 15 February of each year, under the condition that the contracting party submits the annual report referred to in Art. 7;
- a second instalment of 30% of the annual amount to be paid on 15th May of each year;
- a third instalment of 20% of the annual amount to be paid on 15th August of each year ;
- a final instalment of 20% of the annual amount to be paid on 15th October of each year, under the condition that the contracting party submits all the reports referred to in Art.7.

### **Art. 4 – Management arrangements**

The financial contribution of the Government is solely intended for the purpose of the achievement of the research and teaching objectives and activities mentioned in the annex.

### **Art. 5 – Commitments of the Government**

The Government commits to providing the contracting party with the autonomy needed for the execution of the present agreement, subject to the related legal provisions.

### **Art. 6 – Commitments of the contracting party**

The contracting party commits itself, on the one hand to key performance indicators that express the strategic orientation for the years 2022 and 2023, and on the other hand, to the implementation of policies enabling the achievement of these objectives.

Considering that scientific integrity is essential for researchers and research institutions, the contracting party will ensure that internal rules of good scientific practice are adhered to, including notably a prevention mechanism as well as a procedure to be followed in case of integrity shortcomings.

The contracting party will contribute to the implementation of the national “Open Access” policy.

### **Art. 7 - Reporting**

The contracting party will submit to the Ministry a summary report listing the activities of the year under consideration and the progress in the attainment of the objectives (maximum 5 pages), on the following dates and according to the modalities described below. The report will include among others a listing of the performance indicators as described in the annex of the present agreement.

- On 1st February of the year following the period under evaluation : the annual activity report in French and English, divided into two parts :
  - a) An Activity Report listing the main activities of the year
  - b) An Indicators section, comprising the non-financial and financial performance indicators, chosen by mutual consent between the Ministry and the contracting party.

Relevant documents, such as lists of publications, breakdown of the expenditure and any other documents considered as relevant will be included as appendices.

The Ministry commits to not publishing the results of the party's financial performance indicators, except in a form aggregated with the results of all public institutions of higher education.

On 1<sup>st</sup> May 2024, the contracting party will submit to the Minister a report covering the full duration of the present agreement about the execution of the agreement with regard to the defined objectives, including a financial overview and an overview of the performance indicators.

#### **Art. 8 - Suspension of the transfer of contributions**

The transfer of the Government's contributions to the contracting party, as defined in the present agreement, can be suspended in case one of the above-mentioned reports has not been submitted.

#### **Art. 9 – Failure to implement the agreement, delays or shortcomings**

The contracting party will inform the Minister immediately of any event likely to affect the implementation of the present agreement, providing him/her with all the necessary details. Both parties decide by mutual consent on the measures to be taken.

The implementation of the activities in view of attaining the objectives and performance indicators foreseen in the present agreement can be suspended due to a force majeure event. The contracting party immediately alerts the Minister about such an event, indicating the nature, the probable duration and the expected consequences of the event.

The contracting party may propose to the Minister to suspend the implementation of the present agreement, fully or in part, if a force majeure event or exceptional circumstances render its implementation excessively difficult or costly. The contracting party shall inform the Minister immediately about such circumstances and provide detailed information about the event, as well as an estimated date for the resumption of the activities.

The activities suspended in this way can be taken up again when the two parties have agreed upon their resumption.

#### **Art. 10 - Control**

The contracting party will keep, for a period of five years after the end of the period covered by the present agreement, the originals or, in exceptional cases duly justified, the copies of all documents relating to the present agreement. During the execution of audits within the framework of the present agreement, these documents will be made available, upon request, to the individuals carrying out the audit.

#### **Art. 11 – Modifications of the agreement and annex**

The dispositions of the present agreement can be modified by mutual consent of the parties, by means of a written amendment.

#### **Art. 12 – Rights and revenues**

The intellectual property rights resulting from the contracting party's activities within the framework of

the present agreement are the exclusive property of the contracting party. The revenues generated by products, processes or services resulting from the contracting party's activities are attributed to the contracting party.

**Art. 13 – Dissemination of knowledge**

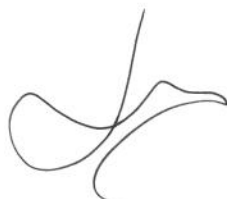
Without prejudice to confidentiality agreements entered upon by the contracting party with third parties, the Government has the right to inform others of the object of the research work carried out in the framework of the present agreement, its progress and results, by disseminating general reports, summaries or aggregate reports, under any form chosen by the Ministry, including technical means, or at any other level of detail, after written consent by the contracting party.

**Art. 14 – Applicable law and jurisdiction**

The present agreement is subject to Luxembourgish law and any litigation related to the present agreement is of the exclusive competence of the tribunals of the Luxembourgish judiciary.


Made in Luxembourg, on **- 5 AVR. 2022** in as many copies as there are parties.

For the contracting party



Professor Koen Lamberts  
Vice-Chancellor and President  
University of Sheffield

For the Government,



Claude Meisch  
Minister for Higher Education and Research

## ANNEX

### Mission, strategy and key thematic areas

#### a) **Mission**

Promote the Luxembourgish language and the culture of Luxembourg on a global scale.

#### b) **Strategy**

-Deliver university teaching of the Luxembourgish language and the culture of Luxembourg at all levels of study.

-Engage in research activity and disseminate findings by means of conferences and publications.

-Foster cooperation between the University of Sheffield and the University of Luxembourg.

#### c) **Key thematic areas**

-Contemporary and historical sociolinguistics

-Multilingual policies and practices

-Multilingualism, migration and globalization

-Language, identity and social infrastructures

-Language and cultural heritage

### Research performance indicators

- **Intensity of publication:** Number of peer-reviewed scientific publications per researcher per year : 2 on average

*Scientific publication* : any externally scientifically peer reviewed journal publication. Book chapters and books are also to be taken into consideration, subject to external scientific peer review. Books or monographs are counted with a weight of 4. A scientific publication by two or more of the contracting party's researchers can only be counted once. Researcher : definition of Frascati manual in EPT. PhD students count for 0.5 EPT.

- Minimal number of scientific articles published in journals of the 1st quartile Q1, based on the Normalised Journal Impact Factor (2020-2023) : 1 [2022-2023]

Q1: the lists Journalmetrics (Scopus) or SCImago (Scopus) or WebofScience (Thomson) or GII-GRIN-SCIE (for the TIC) are to be taken into account. Double counting is excluded. In case of classification divergences, the most favourable classification is retained.

- Number of **publications** in peer-reviewed scientific journals written **jointly** by at least one of the contracting party's researchers and at least one author of one or several Luxembourgish research institutions (2020-2023) : 1
- Number of **thesis submitted and defended** [2020-2023] : 1
- Evidence of public engagement and impact activity : website data and participant feedback

- **Competitive funding :**

This indicator comprises grants awarded by national (UKRI –and international research funding bodies. International research programmes are those that include a scientific evaluation ex-ante following a project call, such as Horizon 2020.

**National and international competitive funding (in Euros):**

<b>2022</b>	<b>2023</b>	<b>Total 2022-2023</b>
3,000 euros	20,000 euros	23,000 euros

(the breakdown per year is purely indicative)

The revenues budgeted for the year under consideration are to be taken into account, with the eligible expenditure.

### **Teaching performance indicators**

- Intensity of teaching: Number of Luxembourg studies courses per year : 2 on average
- Number of international colloquia related to Luxembourg studies per year featuring student presentations : 1
- Minimum number of teaching collaborations in the form of joint seminars with the University of Luxembourg : 1
- Evidence of quality learning and teaching activity: External Examiner feedback and nominations for excellence in teaching awards