



unite!

University Network for Innovation,
Technology and Engineering

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The document is intended as help when setting up a consortium agreement for a joint master's degree programme and serves as a qualitative document to ensure that relevant issues are covered by the agreement.

Disclaimer: every consortium is unique, and the consortium agreement shall be adjusted to cover the needs of the specific joint programme management. Sections marked yellow and text in red shall be given extra attention and be discussed within the consortium.

The document is part of the online toolkit for joint programmes, enabled by Unite! community for Innovative teaching and learning, expert team for joint programmes. See the showcase for Unite! collaborative courses and joint programmes to explore further tools.

Highlighted sections are essential for the European Degree Label Criteria. Please remove any instruction/information that will not be part of the signed agreement,

[Home | Online Toolkit Showcase \(unite-university.eu\)](http://unite-university.eu)

UNITE! Joint Programme Consortium Agreement

Governing the academic, operational, administrative and financial aspects related to the implementation of the

Master's programme xxxx

during the period of implementation of x.x.202x – x.x.202x

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The contractors:

EDL criterium A1: at least two degree-awarding HEIs from at least two EU Member States.

University name, responsible unit: xx,

referred to as the Coordinating Institution, and

University xx, responsible unit: xx

herein referred collectively as “Full Partners” and as Parties of this agreement

and

Company x

Research organization x

herein referred collectively as Associate Members

Full Partners and Associate Members form together the xxx Consortium. Full Partners are Parties to this agreement and Associate Members endorse this agreement with a letter of intent/endorsement.

WHEREAS:

The Parties wish to enter into a Consortium Agreement which describes the academic, operational, administrative and financial aspects related to the implementation of the “**ACRONYM**” – **Master’s programme in xxxx**

Hereby agree

- to the purpose and scope;
- to the structure and organization of the Consortium and the obligations and responsibilities of each Party
- to the programme structure;
- to the financial arrangements;
- to the legal aspects;

with regards to their roles and duties described in the terms and conditions set forth below and the following

Annexes:

A. Curriculum and credit system, admission and student selection criteria and procedures, degree requirements

(EDL A2 – joint design, use of ECTS and A3 – joint admissions)

B. Consortium Committee representatives and contact persons

- C. Letters of intent/endorsement letters of Associate members
- D. Template for the Student Agreement (EDL A3 joint arrangements)
- E. Tentative budget for distribution of tuition fees and programme costs (EDL A2 – joint design and joint delivery)
- F. Quality Assurance and Evaluation Plan
- G. Services for students with special needs

which form an integral part of this Consortium Agreement and shall take precedence over this agreement if the terms here are in conflict with the Annexes.

SECTION I – Purpose, membership and termination

1.1 Purpose and scope

The purpose of the Consortium agreement is to agree on the implementation and management of the “ACRONYM”- Master’s programme in xxxx”, herein referred to as “Programme. This Agreement shall regulate relations between the Parties and their respective rights and obligations regarding their participation in the Programme under the Agreement.

This Agreement will be implemented within the legal requirements of each Party. The provisions of this Agreement shall not be constructed to diminish the fully autonomous position of any Party. The Coordinating Institution and the other Parties commit themselves to carrying out the Programme according to this Agreement.

This Consortium Agreement may be modified by subsequent agreement/s of the Parties either at the time of renewal or while the agreement is in effect, only by an amendment in writing approved by the Consortium Committee and signed by all parties.

1.2 Effective date and validity

This agreement shall come into force on the day when it has been signed by each of the Party but shall have retroactive effect from x.x.20xx. The programme shall run from x.x..20xx to x.x.20xx. including x intakes of students (first intake: year 202x).

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under this Consortium Agreement.

1.3 Membership of a new Party (a consortium member)

New memberships are subject to unanimous approval by the Consortium Committee. For programmes with Erasmus Mundus funding, new membership is mainly limited to the Associated Members status. A third party wishing to endorse/enter this Consortium Agreement as an Associated Member must sign a letter of intent/endorsement.

1.4 Withdraw of Parties (Consortium Full Party)

A Party may withdraw (in writing) with the Consortium Committee’s consent or for good cause giving eight (8) months’ notice before the opening of the upcoming application round/call to the Consortium Committee and the Coordinating Institution. Any consortium member wishing to withdraw, but which is, or will be, hosting students, who have commenced studies at the Consortium programme, must ensure that they are entitled to complete the joint programme, obtain credits and diploma at the corresponding hosting institutions.

1.5 Withdraw of Associate Member

An Associated Member may withdraw at any time giving thirty (30) days' written notice to the Consortium Committee and the Coordinating Institution.

1.6 Termination

In case all Parties should unanimously agree, during a Consortium Committee meeting, to terminate this Consortium Agreement and the joint Master's programme, they are obliged to arrange for all students who have commenced the Programme to complete their courses of study and obtain the degree diploma in a satisfactory way.

Students who have not completed and graduated from the joint Programme will have a time frame of X years to complete any missing course requirements, including thesis work. This entails students from current and previous cohorts who are still registered at the Programme, either as active or non-active students. The coordinating university is responsible for contacting the students informing them about relevant procedures with respect to the degree awarding universities. ^[06]

SECTION II. Consortium structure, organization, obligations and responsibilities

2.1 Consortium structure

The "ACRONYM" Consortium is composed of a number of higher education institutions and research organizations and companies.

The Coordinating Institution is the organization responsible for the overall management of the project in the Consortium. The X University School/Faculty of xx is the coordinating institution.

Full Partners are Higher Education Institutions that have an instrumental role in the Programme implementation, delivery and success and need a solid basis for effective and integrated management. Full Partners are notably in charge of hosting the students, organizing teaching and administrative support and delivering a national master's degree to the students who have been hosted in their institution as part of their chosen mobility scheme. Full Partners of the Consortium are:

University X
University X
University X

Associated members are either universities, industrial or research organizations or companies that contribute to teaching, promotion, monitoring or evaluating activities and/or sustainable development of the programme. Their roles are specified in Article 2.4. The associate members shall sign the letter of intent or endorsement letter (Annex E).

Associate members are:
Company X, country, link
Company X, country, link
Research Organization, country, link

2.2 Organization of the Consortium (EDL A3 joint arrangements and student representation)

The **Consortium Committee** oversees the implementation and management of the “ACRONYM” programme within the Consortium Agreement, which specifies the rights and obligations of the Parties. Each partner university appoints at least one academic/administrative representative to the Consortium Committee. The Y appoints X students from each active cohort for representation in the Consortium Committee.

The Consortium Committee meetings are organized at least two times per year.

Obligations of the “ACRONYM” Consortium Committee (CC):

The “ACRONYM” Consortium Committee shall support the Coordinating Institution in managing and monitoring the programme and ensuring the correct implementation of the Programme.

The “ACRONYM” Consortium Committee tasks include the following:

- to agree on the joint curriculum and its adaptation to recent developments
- to monitor and support the organization of the joint activities (for example summer school, conference participation etc.)
- to select the students
- to define common standards for the joint admission procedure (if applicable) and to review student admission criteria annually and make necessary changes
- to agree on the selection procedure and methods
- rank students according to the set admission criteria
- provide a ranking list of eligible students for final admission at the hosting universities
- provide a ranking list for student scholarships, if applicable
- to decide on the student study tracks, if applicable
- to decide on the distribution of the participation costs among the full Partners (if applicable)
- to ensure quality assurance of the programme
- to monitor the students, their progress and results, and decide on necessary follow-up actions
- to accept new associate members to join the consortium
- to agree on the marketing strategy of the program
- to manage the possible student complaints
- to plan and agree on a sustainability plan for the Programme

The representatives of the Consortium Committee and other key persons of the Parties are listed in Annex B.

The “ACRONYM” Associate members from industry, business or research organizations appoint representatives to the **Advisory Board**. The Advisory Board members will be invited once a year to the Consortium Committee meeting. The representatives of “ACRONYM” alumni will be invited to the Advisory Board.

Obligations of the Coordinating Institution

The Coordinating Institution shall be responsible to and shall operate in accordance with the decisions made by CC. The Coordinating Institution shall report to the “ACRONYM” Consortium in such a way that these have full understanding of the administrative, legal and financial matters.

The Coordinating Institution shall undertake and manage the following activities:

- to take all the steps necessary to prepare for, perform and correctly manage the programme set out

in this agreement

- the preparation of the programme summary and statistics reports to CC
- to nominate the Programme Director and the Administrative Manager for the Programme and as representatives for the Consortium Committee
- to provide a joint on-line application system and complete the administrative eligibility check for the applications, to deliver the selection results to applicants, to process possible appeals against the selection decision
- to plan and inform the Parties of the Programme budget, if applicable, and its' distribution to Parties according to the principles agreed by the CC
- **if applicable**, manage the scholarship payment to students

Obligations of the Parties (including Coordinating Institution)

The Parties shall undertake:

- to take all the steps necessary to prepare for, perform and correctly manage the programme set out in this contract and its annexes, in accordance with the objectives of the project
- to communicate to the Coordinating Institution any information or document required by the latter that is necessary for the management of the project
- to accept responsibility for all information communicated to the Coordinating Institution,
- to nominate at least one academic and/or administrative representative to the Consortium Committee.

The Parties shall organize and implement the Programme activities in its own institution and specifically:

- promptly notify any delay in performance or any event that may impact the Programme to the “ACRONYM” Consortium Committee
- act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other contractors and in accordance with scientific and academic ethics
- inform the “ACRONYM” Consortium Committee of relevant information received from third parties as regards the Programme
- inform the Consortium Committee of changes in the curriculum and reasons for it, at least **X** months prior to the upcoming call for applications
- participate fully and in an active manner at the meetings of the different bodies under this Consortium Agreement
- ensure sufficient human and financial resources for the implementation of the programme
- provide the Coordinating Institution with any information and documents required for the preparation of the summary reports
- market and promote the Programme and to contribute to the development of the Programme sustainability plan
- seek for complementary funding for student scholarships
- ensure sufficient supervision of students

2.3 Associated member activities

Each Associate Member is expected to contribute the Programme implementation and development with supporting activities, such as:

- to inform the “ACRONYM” consortium of possible internship positions and to host students on a variety of research projects
- to inform the “ACRONYM” consortium of available thesis positions and to host students in the laboratories/companies in on a variety of research projects
- to further develop joint research activities between the consortium universities and the Associate Member

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 ACRONYM – Master's programme in
 XXXX

- to promote the employability of “ACRONYM” –students
- to verify regularly whether to support the further development and sustainability of the programme by offering scholarships is possible
- to participate “ACRONYM” Advisory board meetings
- to participate in teaching of “ACRONYM”-courses at the consortium universities, when appropriate
- to contribute and /or sponsor the “ACRONYM” summer camp activities when appropriate
- to host “ACRONYM” students for visits during the programme if applicable
- to promote and market the programme

The Associate Members’ letters of intent or endorsement are formulated in Annex C.

SECTION III PROGRAMME STRUCTURE

3.1 Programme structure and degrees

(EDL A2 joint delivery)
 EDL A6 Student centered learning
 (EDL A2 Diploma supplement)
 EDL A2 joint degree and joint Diploma supplement)
 (EDL A3 – monitoring)

The “ACRONYM” – Master’s programme in xx (120 ECTS) is a two-year UNITE! Joint Programme offered by the “ACRONYM” Consortium Full Partners. Full Partners to this agreement are degree awarding institutions. The curriculum, credit system, admissions, and student selection criteria are described in **Annex A**.

The teaching and learning approach in the ACRONYM Master’s programme is student centered, exemplified by

Project-based learning, flipped classroom, collaborative learning groups, project assignments, inquire-based learning, case-related degree projects, (Include what is relevant for your programme.)

The student mobility is an integrated compulsory part of the Programme. *For example: X University, X University and X University is/are acting as the entry university for all first-year students (two semesters of course). The exit universities for the second-year studies are Univ X, Univ X, Univ X. providing 30 ECTS of courses. The fourth semester is dedicated to thesis research and writing (Master's thesis, 30 ECTS).*

Student mobility picture:

Insert a picture of mobility scheme, sample below. More detailed options may be defined depending on the number of mobility schemes available.

| | | |
|--|--------|---------|
| | I Year | II Year |
| | Master | Master |

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ACRONYM – Master's programme in
XXXX

| | | | | |
|--------------------------------|---|---|---|---------------------------------------|
| | I Sem | II Sem | I Sem | II Sem |
| | A U G | J A N | SE P | FEB |
| Consortium XXXX students | University X 30 ECTS courses | University X 30 ECTS courses | University X 30 ECTS courses | University X 30 ECTS thesis |

The Parties shall ensure that each student who has been accepted to the Programme and who has successfully completed their studies under this joint Programme shall be awarded at least a double diploma. All diplomas must be master's level degree certificates and officially recognized legal documents. **In addition, the student receives, upon completion of the programme, a Unite! Joint Diploma Supplement.**

The "ACRONYM" programme graduates receive two officially recognized Master (*of Science*) degrees (120 ECTS) issued by the entry and exit university (*x national degrees*). The degrees are awarded upon completion of the two-year programme. In addition to the degree certificates of the entry and exit universities (**modify if necessary**), the student will receive a Diploma Supplement from each degree awarding university.

The EDL requires a joint degree. When meeting this criterium, this text shall replace the text above.

The "ACRONYM" programme awards a joint degree (120 ECTS) delivered by the entry and exit universities. The officially recognized national qualifications Master (*of Science*) are presented in a single document, verifying the completion of the two-year program and the qualifications awarded.

Alt 1. University X is responsible for issuing the joint degree certificate, to be signed by each degree awarding university.

Alt 2. The entry/exit university is responsible for issuing the joint degree certificate, to be signed by each degree awarding university.

In addition, the student receives a Unite! Joint Diploma Supplement issued by

The Parties are responsible for the regular follow-up of students and reporting of the study progress to the Coordinating Institution. **(EDL A3 – monitoring)**

- Transcripts from the entry Univ X will be sent to the exit universities within/before the beginning of second academic year or upon completion of first year requirements
- A transcript will be sent to Univ X from the exit university upon completion of all required courses (by second academic year March at the latest)
- A statement for confirming students' graduation from exit university or final transcripts including graduation dates, completed credits and possible thesis mark (if applicable), by October year N+2

- at the latest)
- For Erasmus Mundus programmes: a copy of the degree shall be provided to the coordinating institution from both degree awarding institutions

In the case the student is no longer able to follow the studies in the specified time or a total drop-out situation occurs, the Parties are responsible for notifying the Coordinating Institution immediately. The rules for non-attendance are specified in student agreement (or handbook, if student agreements are not used). The right to enroll as a non-attending student is defined and regulated by national and university rules. The possible termination of scholarship (if available) does not affect the student's right to study at each consortium partner university (if applicable). The student may have an opportunity for a new enrolment to a local programme according to the regulations of entry and exit universities at his/her own expense. The student will be subject to local regulations and local fees. As consequence, "ACRONYM" common participation costs and scholarship scheme no longer apply (if applicable)

With regards to any appeal and complaints that a student could make (mark, grade, procedure, courses, practical matters, etc.) during any semesters 1-4 at each individual institution, the local procedure for appeal policy applies first. The Parties are responsible for informing the Consortium Committee of any complaints related to the courses. The Consortium Committee must also be informed of any complaints related to the joint Programme for further action. (see 2.2)

3.2 Qualifications awarded:

| Institution | Title of Degree Awarded (OFFICIAL NAME OF THE DEGREE AS SHOWN IN DEGREE CERTIFICATE) | Date of recognition (NATIONAL OR OTHER LEGAL REFERENCE) |
|--|--|--|
| Aalto University, Finland AALTO | Master of xxxx Master of Science (Technology) | Government Decree (794/2004), 19.8.2004 |
| Grenoble INP-UGA, France | Master of (name of specialization) | |
| Kungliga Tekniska högskolan, Sweden KTH | Teknologie Masterexamen (120 hp) Master of Science (120 credits) | Ministry of Education and Research, Sweden Issued: 4 February 1993. The current version contains amendments up to and including the Act on Amendment of the Higher Education Ordinance (2014:1096) |
| Politecnico di Torino, Italy PoliT0 | Laurea Magistrale | |
| Technische Universität Darmstadt, Germany TUDa | M.Sc. Master of Science/ M.A.: Master of Arts | |
| Technische Universität Graz, Austria TU Graz | Dipl.-Ing. or DI (= Diplomingenieur*in) or MSc (Master of Science) | |
| Universidade de Lisboa, Portugal ULisboa | Mestrado | |
| Universitat Politècnica de Catalunya, Spain UPC | Máster Universitario | |
| Politechnica Wrocławska Wrocław Tech | Magister/ Magister inżynier (Master level) | |

3.3 Teacher mobility

Describe the planned teacher mobility for guest lectures, master thesis supervision etc. The teacher mobility may also be virtual.

3.4 Joint supervision and evaluation of thesis

(EDL A3 joint arrangement assessment and monitoring)

The academic competence of the student is demonstrated during the final semester by the thesis work. The final thesis must be approved by both entry and exit university prior to issuing the double or joint degree.

Describe, as agreed by the consortium, with the following “parts” to be covered as minimum:

- *Thesis topic: how the topic is agreed and shared with the students (with whom)*
- *Supervision: who is/are supervisors*
- *Evaluation of the thesis: how is evaluation of thesis conducted (entry/exit/both etc.) (methods for evaluation should be decided among the partnership.*
- *Distribution of thesis offers among the partners.*
- *Possibility to do the thesis in industry or at a university, outside the degree awarding university, for example an associated partner. (EDL B2 Learning beyond academia and employability)*
- *Format for Defense/presentation (if applicable):*

EXAMPLE: *The thesis topic must be agreed between the student and with supervising professors from both the entry and exit university. As a general rule, a professor from the exit university is the main supervisor, but upon agreement, also a professor of the entry university may take this role. The thesis will be jointly supervised and evaluated, in close collaboration, by the entry and exit universities according to local procedures and regulations followed by the respective institutions. The master thesis shall be presented /to a joint committee /or/ at the exit university /or/ at a joint seminar for the graduating students /or/*

3.5 Language policy

(EDL B5 Multilingualism)

The medium of instruction, including lectures and tuition as well as all course material and literature, is English if not otherwise agreed.

The Parties are committed to support the use and learning of local European languages spoken in the consortium countries during the studies and, as appropriate, offer language preparation and assistance for students, in particular by means of courses organized by the contractors or other organizations. See details in **Annex B**.

3.6 European added value

(EDL B1 – B7)

Being part of the European University Alliance Unite!, the consortium partners embrace the skills, values and capacities understood by the European Dimension. The ACRONYM programme aligns with the Unite! mission statement **The ACRONYM programme especially promotes the European Added values expressed by**

3.7 Student admission and selection criteria, procedure

(EDL A3 – admissions)

The student application process to ACRONYM programme shall be conducted as follows:

(to be updated according to ACRONYM programme plan).

NN is responsible for the student application system and platform for collecting documents for the joint programme.

Access to the documents are given to the other Parties through.....

Evaluation criteria

Students are ranked by the following merits:

Sample, weight
Sample, weight
Sample, weight

Each Party is responsible of admitting the selected students according to the local admission procedures and providing the students the letters of admission in due time. The Parties are responsible to provide updated lists of enrolled students to the Coordinating Institution as soon as the registration of students is finalized for each semester/academic year.

See **Annex A** for the ACRONYM Programme admission criteria.

SECTION IV FINANCIAL ARRANGEMENTS

4.1 Consortium funds

The “ACRONYM” Consortium have at their disposal funds from the following sources:

Xxxxx

4.2 Management of scholarships and grants

This Article is to settle the responsibility for scholarship payments, if applicable

4.3 Programme participation costs for students

This Article is to be updated according to programme specific rules

Programme/tuition fees: (to be included here fees and their distribution (if programme fee))

XXXX

Any other costs that may be charged in addition from the student (e.g. student union fees, other) being compulsory or voluntary must be communicated to the candidate students at application phase on the programme website, the student agreement or at the local websites of each contractor. This also applies to any registration/tuition fee required for re-registration beyond the two-year programme.

If common programme fee: The Parties to the Agreement own the Programme funds and the Coordinating Institution is administering said funds. The Coordinating Institution shall collect the participation costs and distribute the funds to each Party following the terms and conditions of this Agreement. The budget will be revised and confirmed annually by CC. The Parties agree not to request any further local tuition fees from the students for the local administrative and academic management of Programme above the common participation fee presuming that the student is active within the stipulated time frame (two academic years, max 24 months) for Programme. Minor delays due to the design of the programme (unsynchronized semesters, administrative procedures for graduation) should not lead to extra costs for students. If after the end of the 2nd year of studies (allowing for a marginal delay), a student has not fulfilled all academic requirements of the Programme, the student in this situation should have the opportunity of the new enrolment according to the regulations of entry and exit universities on their own expense. The consortium bears no responsibility in covering tuition fees for additional semesters, if required. The student will be subject to local regulations and local fees. As a consequence, the

“ACRONYM” common participation costs and scholarship scheme no longer apply. The Contractors and the Coordinating institution that charge tuition fee / administration fee / other costs commit themselves to charge the fee from the Programme fee funds according to national legislation and the rules agreed by the CC.

For the avoidance of doubt, it is expressly stated that the total compensation to the Parties to the present Consortium Agreement is limited in all cases to the total amount of the Consortium funds.

4.1 Distribution of Programme funds (if applicable)

In the case of all contractors the following will apply:

If the programme implements common participation fee: The CC will annually decide on the distribution of the participation costs among the Parties based on the legal national and university regulations of each Party and based on the planned or implemented joint activity costs.

If the budget allows, any Programme activity related to curriculum, programme management, marketing or extra curriculum activities can be covered from Programme funds according to regulations of each Party and upon agreement within the CC.

All partners provide their regular teaching for “ACRONYM” curriculum courses and student/staff support services as part of their self-financing part.

In the case of the Coordinating Institution Univ X the following will apply:

Univ X will charge the consortium a tuition fee of xx/enrolled non-EU/EEA citizens / academic year.

In the case of Univ X the following regulation will apply:

Univ X will charge the Consortium a tuition fee of xxx €/enrolled non-EU/EEA citizens/academic year and xx /enrolled EU-EEA citizen. Univ X is not charging any tuition fees for EU/EEA citizens. This is according to the decision for programme starting 202x and might be subject to change for later intakes.

In the case of Univ X the following regulation will apply:

Univ X does not charge any tuition fees.

In the case of Univ X the following regulation will apply:

Univ X will charge the Consortium a tuition fee of xx€/enrolled non-EU/EEA citizen/academic year. xx is not charging any tuition fees for EU/EEA citizens.

In case of all contractors the following apply: Changes in the tuition fee shall be communicated to the Coordinating Institution by August prior the launch of next intake. Changes of the tuition fees are handled through amendment to the consortium agreement as described in the agreement under the heading *Amendments, settlement of disputes, applicable law*. The local tuition fees are charged according to **the study track** of the student as follows: first academic year/entry university, second academic year/exit university.

See annex E for a tentative budget with distribution of funds for tuition fees and programme costs in relation to the possible study tracks.

Payments of local tuition fees and/or distribution of consortium funds are made by the coordinator after (choose accordingly)

- receiving an invoice from the hosting university specifying the tuition fees for the students (per semester/yearly)
- the decision of the consortium committee of distribution of funds for programme activities

SECTION V Quality assurance

(EDL A4 – QA arrangements)

5.1 Learning outcomes

Define the overall learning outcome for the joint programme and how this is fulfilled by the various study tracks.

5.2 Student assessment methods

Define the assessment methods and the achievement required for the grades awarded.

5.3 Quality assurance and evaluation plan

Quality assurance will be based on both internal and external assessment measures. Each university will carry out regular local quality assurance procedures.

Update here the programme specific QA measures:

External quality assurance will be guaranteed by arranging periodic global evaluations, under the responsibility of the Consortium Committee. The “ACRONYM” **Advisory Board** is also part of our external quality assurance mechanisms and provides viewpoints of external stakeholders to the program design and operation.

The Quality Assurance arrangements are outlined in the Quality Assurance and Evaluation Plan (Annex F) (See the Unite! Template for quality assurance)

SECTION VI Student issues

6.1 Student Agreement

The “ACRONYM” consortium will use a specific Student Agreement, which has to be signed by the students eligible for a scholarship to facilitate the administrative and financial relations between the consortium and the student. See Annex X

6.2 Students' rights and responsibilities

The students' rights and responsibilities are the same as those valid for each degree student at the

institution where the student studies at the specific moment.

The Parties in collaboration with CC will handle students diverting from the “regular” study tempo for any number of reasons on a case-by-case basis (delays or breaks due to family reasons, personal reasons, suspensions or such).

6.3 Student services

(EDL A7 Transnational campus)

The contractors are committed to provide sufficient student services for selected students at all partner sites including pre-arrival services (admission letters, welcome packages, supporting in finding accommodation), upon arrival services (orientation days, welcome sessions, opening bank account support, language courses) and after arrival services (administrative and academic counselling, course related guidance, social activities, internship opportunities, career support services).

6.4 Services for students with special needs

(EDL B6)

Services for students with special needs are specified in the Unite! filtering tool for joint programmes “Accessibility and student wellbeing”. See [Annex G](#) for details.

6.5 Graduate tracking

(EDL A4 - Graduate tracking)

Graduate tracking is outlined in the Quality Assurance and Evaluation Plan (Annex F)

SECTION VII Other issues

7.1 Marketing of the programme

The general marketing policy will be discussed and approved by the CC. As centralized marketing activity, the Coordinating Institution will organize the following marketing efforts:

- The joint programme website in English
- other programme marketing measures as agreed with CC

As decentralized activities, the Parties disseminate information for applicants through their own local and international marketing channels. All Parties are responsible for creating informative local programme websites for the distribution of information. All Parties are responsible for providing an updated list of marketing activities for the Coordinating Institution.

7.2 Liability

The parties shall be liable towards each other for damage caused by a breach of contract. The liability of either Party arising in any way out of the subject matter of this Agreement shall not extend to any indirect or consequential loss or damage. The liability shall in all such cases be limited to the share of financing of the Party in breach and its students in accordance with this agreement. The limitations or exclusions of liability set out herein shall not apply for damages caused by wilful act or gross negligence.

Each Party shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Party in question or of the Partner’s employees or third parties resulting directly or

indirectly from performance of the Programme activities by the Contractor in question under the present agreement.

The Parties shall not be held liable for damage caused by any delay or failure in the performance of the other Parties. The Parties shall not be held liable for damage caused by any delay or failure due to force majeure.

All claims against a Party shall be made no later than one year of the date the damage was incurred, or the date the aggrieved Party became aware of the damage. All claims for damages must, however, be made no later than one year of the termination of this Agreement.

The Parties are only responsible for delivering the courses/part of the education for the joint “ACRONYM” programme, as described in this Agreement. The responsibility to deliver courses/part of the education given to one institution cannot be assigned to another party.

7.3 Intellectual Property Rights

Each of the parties acknowledges that nothing herein shall alter the ownership of any intellectual property meaning all results of the Project, such as knowhow, patents, inventions, methods, solutions, devices, substances and software, technical reports and documents, in which the information is described, regardless of the form or medium in which it is disclosed or stored and irrespective of whether it is or can be protected by intellectual property rights.

The ownership of the intellectual property regarding intellectual outcomes shall rest with the party or its employee or student, in whose activities it was created, invented or generated. The establishment of Intellectual Property Rights relating to course contents will remain with the party responsible for delivery of that course. Where existing copyright material is used, this must be acknowledged. Delivering parties shall be responsible for obtaining the necessary third party authorization, e.g. teachers. In case a student generates intellectual property, ownership of the intellectual property shall be subject to the internal rules and statutory regulations of both parties where the student was registered at the time the intellectual property was created.

Each Party shall submit IPR material based on its sole discretion. In such case, each Party/party researcher shall grant other Parties a royalty-free non-exclusive right to use IPR material it has provided for the execution of programme teaching and communication purposes. The right to use for teaching is valid also for activities organized outside normal educational periods such as summer schools.

7.4 Processing of personal data

Personal data of the applicants and students is collected and processed by the “ACRONYM” programme and consortium member universities as it is necessary for the performance of the contract such as handling the applications and arranging teaching. Some processing activities may also be carried out under national legal obligations of each consortium member university.

Consortium member universities shall be individual data controllers, and each party is responsible for their own processing of the applicant and student data. Consortium member universities shall implement appropriate technical and organizational security measures to protect personal data in its possession. Consortium member universities agree to inform each other of any data breaches occurring before or at least at the same time as informing the Data Protection Commissioner and/or the data Subject.

The students' data may be used for the purposes of evaluating the programme, to efficiently manage the project, and to produce statistics. The data could be made available to the “ACRONYM” consortium

member universities.

Consortium member universities of Agreement shall inform data subjects in a transparent manner in accordance with General Data Protection Regulation (EU) 2016/679, (GDPR), Articles 13 and 14. The Coordinating Party shall make a proposal for privacy notice. Consortium member universities shall approve a proposal together.

7.5 Amendments, settlement of disputes, applicable law

The Consortium committee has the mandate to review the agreement and suggest amendments to the present Agreement if necessary, after approval of the official bodies of the contractors.

The parties shall endeavor to jointly and amicably resolve any and all disputes which may arise out of or in connection with this agreement. Any disputes, which cannot be solved by the parties, shall be brought before the courts of Brussels, Belgium. The language of the proceedings shall be English. When applicable, this Agreement shall be interpreted by the laws of Belgium (excluding its choice of law provisions).

This agreement is signed in electronic or scanned format and stored electronically by all parties. The scanned document is treated as original by parties and their national legislation.

Signatory pages to follow

Signatures

The present agreement is signed electronically. An electronically signed agreement shall have the same legal effect as an agreement with wet signatures. Distribution of the electronically signed agreement via email or electronic signing software will have the same legal effect as providing an original copy. The parties guarantee that the persons signing the present agreement are authorised to sign on behalf of the organisation they represent.

For University X

Date and place
Title, Name

For Univ X
Date and place
Name
Title