How to use this document

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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 assure 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.[Home | Online Toolkit Showcase (unite-university.eu)](https://joint-edu-offerings.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

Contents

[SECTION I 3](#_heading=h.gjdgxs)

* 1. [Purpose and scope 3](#_heading=h.30j0zll)
	2. [Effective date and validity 3](#_heading=h.1fob9te)
	3. [Membership of a new Party (a consortium member) 4](#_heading=h.3znysh7)
	4. [Withdraw of Parties (Consortium Full Party) 4](#_heading=h.2et92p0)
	5. [Withdraw of Associate Member 4](#_heading=h.tyjcwt)
	6. [Termination 4](#_heading=h.3dy6vkm)

[SECTION II STRUCTURE AND ORGANIZATION OF THE CONSORTIUM AND
THE OBLIGATIONS AND](#_heading=h.1t3h5sf) [RESPONSIBILITIES OF EACH PARTY 4](#_heading=h.1t3h5sf)

* 1. [Consortium structure 4](#_heading=h.4d34og8)
	2. [Organization of the Consortium 5](#_heading=h.2s8eyo1)
	3. [Obligations and responsibilities of each Party 6](#_heading=h.17dp8vu)
	4. [Associated member activities 7](#_heading=h.3rdcrjn)

[SECTION III PROGRAMME STRUCTURE 8](#_heading=h.26in1rg)

* 1. [Programme structure and degrees 8](#_heading=h.lnxbz9)
	2. Teacher mobility
	3. [Joint supervision and evaluation of thesis 10](#_heading=h.35nkun2)
	4. [Language policy 10](#_heading=h.1ksv4uv)
	5. [Joint student admission and selection criteria, procedure 11](#_heading=h.44sinio)
	6. [Scholar selection and activities 11](#_heading=h.2jxsxqh)

[SECTION IV FINANCIAL ARRANGEMENTS 11](#_heading=h.z337ya)

[4.1 Consortium funds 11](#_heading=h.3j2qqm3)

* 1. [EMJMD lump sum and use of it 12](#_heading=h.1y810tw)
	2. [Programme participation costs for students 12](#_heading=h.1y810tw)
	3. [Distribution of Programme funds 13](#_heading=h.4i7ojhp)

[SECTION V Quality assurance 15](#_heading=h.2xcytpi)

5.1 Learning outcomes

5.2 Student assessment methods

[SECTION VII Other issues 15](#_heading=h.1ci93xb)

* 1. [Student Agreement 15](#_heading=h.3whwml4)
	2. [Students’ rights and responsibilities 16](#_heading=h.2bn6wsx)
	3. [Student services 16](#_heading=h.qsh70q)
	4. [Marketing of the programme 16](#_heading=h.3as4poj)
	5. [Liability 16](#_heading=h.1pxezwc)
	6. [Intellectual Property Rights 17](#_heading=h.49x2ik5)
	7. [Visibility of European Union funding 17](#_heading=h.2p2csry)
	8. [Processing of personal data 17](#_heading=h.147n2zr)
	9. [Amendments, settlement of disputes, applicable law 18](#_heading=h.3o7alnk)

# The contractors:

**University name**, responsible unit: xx,

referred to as the Coordinating Institution, and

**University xx**, responsible unit: xx

**University xx,** responsible unit: xx

**University xx, res**ponsible unit: xx

**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:

* + 1. 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 regard to their roles and duties described in the terms and conditions set forth below and the following **Annexes:**

1. Curriculum and credit system, admission and student selection criteria and procedures, degree requirements,
2. Consortium Committee representatives and contact persons
3. Letters of intent/endorsement letters of Associate members
4. UNITE! Joint Programme criteria and guidelines
5. Template for the Student Agreement
6. Tentative budget for distribution of tuition fees and programme costs

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 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 with regard to 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 the Party. The Coordinating Institution and the other Parties commit themselves to carrying out the Programme according to this Agreement and the Unite! Joint Programme guidelines.

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 of parties.

# 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.

# 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.

# 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.

# Withdraw of Associate Member

An Associated Member may withdraw at any time giving thirty (60) day's written notice to the Consortium Committee and the Coordinating Institution.

# Termination

In case all Parties should unanimously agree during a Consortium Committee to terminate this Consortium Agreement and so the 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.

SECTION II STRUCTURE AND ORGANIZATION OF THE CONSORTIUM AND THE OBLIGATIONS AND RESPONSIBILITIES OF EACH PARTY

# 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 (see **Article 3.1**) 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

# Organization of the Consortium

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 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 in 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 ranking list for students scholarship, 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 Consortium Committee and other key persons of the Parties are listed in Annex D.

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 and responsibilities of each Party 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 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

# 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
		- 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 letters are formulated in Annex E.

SECTION III PROGRAMME STRUCTURE

# Programme structure and degrees

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, admission and student selection criteria are described in **Annex B.**

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 here 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 |
| I Sem | II Sem | I Sem | II Sem |
| AUG | JAN | SEP | FEB |
|  Consortium XXXX students  | University X30 ECTS courses | University X30 ECTS courses | University X30 ECTS courses | University X30 ECTS thesis |

“ACRONYM” programme graduates receive two/x number 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 program. In addition to the degree certificate of entry and exit university (modify if necessary), the student will receive a Diploma Supplement from each degree awarding university. The Parties shall ensure that each student who has been accepted to the Programme and who has successfully completed their studies under this 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 will receive upon completion of the programme, a UNITE! Joint Diploma Supplement.

The Parties are responsible for the regular follow-up of students including and reporting of the progress and study success for the Coordinating Institution regularly.

* 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 to notify the Coordinating Institution immediately. The rules for non-attendance are specified in student agreement (or handbook, if no agreement). The right to enroll as non-attending student are 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 of the new enrolment to local programmes according to the regulations of entry and exit universities on 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 CC of possible complaints. The CC should be informed of possible Programme level complaints and the CC processes Programme level complaints.

# Degrees 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, FinlandAALTO | Master of xxxxMaster of Science (Technology) | Government Decree (794/2004), 19.8.2004 |
| Grenoble INP-UGA, France | Master of (name of specialization)  |  |
| Kungliga Tekniska högskolan, SwedenKTH | 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 PoliTO | Laurea Magistrale |  |
| Technische Universität Darmstadt, GermanyTUDa  | M.Sc. Master of Science/ M.A.: Master of Arts  |  |
| Technische Universität Graz, AustriaTU Graz | Dipl.-Ing. or DI (= Diplomingenieur\*in) or MSc (Master of Science) |  |
| Universidade de Lisboa, PortugalULisboa | Mestrado |  |
| Universitat Politècnica de Catalunya, SpainUPC | Máster Universitario |  |
| Politechnica WrocławskaWroclaw Tech | Magister/ Magister inżynier (Master level) |  |

# Joint supervision and evaluation of thesis

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 issuing the double or joint degree.

*Here the description as agreed inside the consortium but following “themes” to be covered as minimum:*

*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.*

*Format for Defense/presentation (if applicable):*

EXAMPLE: *The 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 university 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/ …….*

# Language policy

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**.

# Student admission and selection criteria, procedure

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.

ACRONYM Programme admission criteria: **Annex A.**

SECTION IV FINANCIAL ARRANGEMENTS

# Consortium funds

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

Xxxxx

* 1. **Management of scholarships and grants**

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

# 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 (unsyncronized 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 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.

# 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 7.8 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 F 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

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 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. Unite! Joint Programmes aim to complete “European Approach” quality assurance procedures during the programme implementation.

SECTION VII Other issues

# Student Agreement

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

# 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).

# Student services

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 back account support, language courses) and after arrival services (administrative and academic counselling, course related guidance, social activities, internship opportunities, career support services).

# 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 updated list of marketing activities for the Coordinating Institution.

# 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 it’s 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 to deliver 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.

# 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 it’s 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 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.

# 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 arrange 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 of 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 for producing 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.

# 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 to 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.

# Duration and termination of the Agreement

# For University X

# Date and place

 **Title, Name**

# For Univ X

# Date and place

**Name**

**Title**