

This is a model Joint Master Consortium Agreement for Joint Master programmes with participation of Erasmus University Rotterdam. The CA can be adapted according to the needs of the specific programme and its partners. All text blocks in grey are to be filled in or should be deleted if not necessary. For questions please contact Mijke Zeegers, project manager International Education [mijke.zeegers@eur.nl](mailto:mijke.zeegers@eur.nl)

## Joint Master Consortium Agreement for the implementation and management of the Joint Master “.....”

This Consortium Agreement is made by and between the following institutions together forming the “Consortium”:

**Erasmus University Rotterdam** (hereafter referred to as “EUR”), Burgemeester Oudlaan 50, 3062 PA Rotterdam, the Netherlands, hereby legally represented by the president of the Executive Board of Erasmus University Rotterdam Kristel Baele;

**University of .....** (hereafter referred to as “...”),....., hereby legally represented by .....

**University of .....** (hereafter referred to as “...”),....., hereby legally represented by .....

**University of .....** (hereafter referred to as “...”),....., hereby legally represented by .....

Jointly referred to as “Parties” or “Universities”, individually referred to as “Party”,

### Considering that

- On [date] EUR, ..., ... and ... signed a Memorandum of Understanding for the implementation of a Joint Master Programme [title];
- On the basis of the Memorandum of Understanding, the following agreements have been signed:
  - 
  -
- Article 7.3c of the Dutch Higher Education and Research Act allows Dutch universities to provide a joint programme in corporation with international partners;
- [Similar reference to legal settings for all partners]
- In view of the excellent results of the collaboration the Parties develop and implement a Joint Master Programme in the field of .....

The Parties hereby jointly agree that:

### Article 1 Purpose of this Joint Master Consortium Agreement

**Commented [MZ1]:** Please include for the Coordinating partner:

**Is the Coordinating University.**

**Commented [MZ2]:** If relevant

**Commented [MZ3]:** If relevant

- 1.1 The Joint Master Programme "....." offers a unique opportunity for interdisciplinary studies of [topics] at European and Non-European universities. The Joint Master Programme offers specializations within fields of ..... that the participating universities cannot provide separately.
- 1.2 The purpose of this Joint Master Consortium Agreement is to agree on the implementation and management of the Joint Master Programme ".....".
- 1.3 This Joint Master Consortium Agreement shall specify the respective rights and obligations of the Parties with regard to the running of the Joint Master Programme.

## Article 2 Definitions

**Consortium Board** Consists of representatives of the Parties, steering and managing the Joint Master Programme and collaboration among the Parties.

**Consortium Coordinator**  
The representative of the Coordinating University, nominated by the Coordinating University, also Chairperson of the Consortium Board.

**Contribution to participation costs**  
Financial contributions from Students to participate in extracurricular activities. Students can only participate in these extra voluntary activities if they pay this contribution.

**Commented [MZ4]:** Please note that these activities cannot be compulsory

**Coordinating University**  
[Name] is the Coordinating University.

**Data Processing** The collection and use of Personal Data.

**Defaulting Party** A Party which the Consortium Board has identified to be in breach of this Consortium Agreement and/or the Grant Agreement.

**Commented [MZ5]:** When relevant

**Enrolment** Registering the Student on the roll of the university in order to fully manage the Student's academic career (i.e. fees, study programme, mobility, results, diploma, etc.).

**Joint Diploma** Jointly awarded diploma - an international diploma – which is signed by the accredited Parties involved in the students individual programme (Annex 2).

**Commented [MZ6]:** When relevant

**Joint Diploma Supplement (JDS)**  
Provides a description of the nature, level, context, content and status of the studies that were pursued and successfully completed by the individual named on the original qualification to which the supplement is appended.

**Joint Examination Committee**  
With reference to the teaching and examination guidelines of the Parties, the Joint Examination Committee shall ensure that the assessment process of the thesis is conducted in accordance

with the joint Teaching and Examination Regulations developed by the Consortium Board.

Joint Master Consortium Agreement

This document is the Joint Master Consortium Agreement.

Joint Master Programme

Study programme, which has been jointly developed by all the Parties.

Joint Quality Enhancement Committee

The Joint Quality Enhancement Committee is a subcommittee of the Consortium Board. It is responsible for the quality enhancement of the Joint Master Programme by Student representatives, teachers, staff members and external advisors.

Parties

The Universities signing this Joint Master Consortium Agreement.

Personal data

Any information which relates to the Student, and from which he or she can be identified.

Sensitive personal data

Information about racial or ethnic origins; political opinions; religious beliefs or other beliefs; trade union membership; physical or mental health; sexual life; criminal allegations, proceedings or convictions.

Commented [M27]: When relevant

Programme Coordinator

Local coordinator of the programme, in charge of the local execution of the programme.

Registration

Entering Student data in the Parties' local Student database in order to provide the Student with a Student ID, give access to facilities such as library, electronic learning platform, etc., and to provide them with a transcript of records.

Commented [M28]: Will there be a central database?

Student

A person who is enrolled in the Joint programme and is registered at the partner universities.

Student representative

A student who will be appointed for a year and will participate in quality assurance at the Joint Master Programme.

Teaching and Examination Regulations

The Parties have their own Teaching and Examination Regulations, which contain the rules and guidelines concerning studying and examining. In addition, the Parties have joint Teaching and Examination Regulations.

Tuition fee

The mandatory amount of money to be paid by applicants in order to be enrolled in the Joint Master Programme.

### Article 3 Validity and Amendments

- 3.1 This Joint Master Consortium Agreement shall come into force on the day of signature of the last Party. The Parties commit to offering the Joint Master Programme until academic year 20./20. (the last cohort of Students will be enrolled in 20./20.) provided that the Joint Master Programme is financially sustainable. See also article 3.4.
- 3.2 The Consortium Board can review the Joint Master Consortium Agreement at the beginning of the academic year and possible modifications will be effective from the following academic year.
- 3.3 The Consortium Board has to agree upon proposals for amendments to the Joint Master Consortium Agreement. Amendments to this Joint Master Consortium Agreement shall be made only by written supplementary Agreements. Parties will sign the amendments according to their own internal rules and regulations.
- 3.4 Any modification or termination of the Joint Master Consortium Agreement shall be carried out in such a way as to ensure no damage for the Students already enrolled in the Joint Master Programme. In case of major changes to the programme, arrangements will be made with concern to the enrolled students regarding their already earned ECTS.
- 3.5 Annexes can be modified by mutual consent between the Parties in writing, with no detriment to the Students already enrolled.

### Article 4 The Joint Master Programme

- 4.1 The Parties agree to jointly develop and to provide the Joint Master Programme [name of the programme]. The Parties are responsible for producing the Joint Master Programme contents. The Parties hereby agree to the contents of the Joint Master Programme, which are further detailed in Annex 1 (Programme). The parties agree that they will not offer a new programme with substantial similarities to the underlying programme without consent of the other Parties. The parties agree not to make changes to their contribution to the programme without consent from the Consortium Board.
- 4.2 [Name of the programme] is a 2<sup>nd</sup> cycle one/two year Joint Master Programme for a total of 60/120 ECTS.
- 4.3 The Joint Master Programme is entirely held in the English language.
- 4.4 Teaching activities listed in Annex 1 (Programme) can be modified no later than [date] of each year and modifications will be effective from the following academic year for Students enrolling in the first year.
- 4.5 All Parties agree to operate along the principle of "automatic mutual recognition" of exam results and ECTS awarding.
- 4.6 The Parties agree to use the ECTS grading system on the basis of a grading table defined yearly by the partner universities.

### Article 5 The governing structure

#### The Consortium Board

- 5.1 The Consortium Board is responsible for overseeing the delivery and management of [name of the programme]. It is responsible for the organization of the Consortium, for collaboration among the Parties and for compliance with the provisions of the Joint Master Programme. The Consortium Board consists of one voting representative from each of the Parties.
- 5.2 The representative of the Coordinating University is the Chairperson of the Consortium Board.

- 5.3 The Consortium Board shall meet at least twice a year to define and update all organizational aspects of the Joint Master Programme. Meetings can be organised via telephone or videoconference or as face-to-face meeting. The decisions of the Consortium Board are taken by a simple majority vote with one vote per signing Party. The voting can be done at the meetings of the Consortium Board or in writing by email to the Consortium Coordinator no later than the deadline set in the meeting. The Chairperson has the deciding vote in the case of an equal vote. A person legally authorised by that Party can replace the representative of a Party. A Defaulting Party is not allowed to vote.
- 5.4 When decisions made by the Consortium Board need the approval of the Parties, each representative ensures that this consent is obtained as quickly as possible.
- 5.5 Furthermore the Consortium Board is responsible for:
- Monitoring the implementation of the accreditation documents;
  - Appointing members to the Joint Quality Enhancement Committee at the suggestion of the Parties to this Joint Master Consortium Agreement;
  - Ensuring quality assurance of the Joint Programme;
  - Agreeing (in accordance with the regulations of the Parties) on the adaptation and update of the joint curriculum to recent developments;
  - Deciding yearly on adaptation of the amount of the tuition fee;
  - Proposing on the distribution of tuition fee income as well as possible income from grants;
  - Deciding which costs can be claimed and which costs cannot be claimed from the funds distributed under this Joint Master Consortium Agreement;
  - Reviewing admission criteria annually and preparing necessary changes;
  - Defining the Student quotas for the Joint Master Programme;
  - Selecting Students who have applied for [name of the programme]. The Consortium Board will have the final decision on the Student enrolment and the distribution of Students among the Parties;
  - Supporting the Coordinating University on preparing applications for additional funding (including Erasmus+);
  - Deciding on the evolution of the Consortium, regarding new partners.

#### **The Consortium Coordinator**

- 5.6 The Consortium Coordinator is the representative of the Coordinating University. The Consortium Coordinator will oversee the administrative, legal and financial matters of the Consortium and the Joint Master programme. He or she shall report to the Consortium Board in such a way that the Parties have full insight into the administrative, legal and financial matters. The Consortium Coordinator shall undertake to:
- Facilitate meetings of the Consortium Board;
  - Formulate proposals on any issue to be decided on by the Consortium Board;
  - Notify and provide the Parties with any proposals for amendments made to this Joint Master Consortium Agreement;
  - Oversee the procedure for the admission of Students;
  - Evaluate whether all Parties fulfil all requirements as stated in this Joint Master Consortium Agreement;
  - The Consortium Coordinator will report yearly to the Consortium Board on the Finances.

**Commented [M29]:** Do note, this introduces delays!  
And make sure you set a deadline of obligatory responding, send a reminder before the deadline and state when a vote is "lost".

### Admission office

- 5.7 The Admission Office is located at the Coordinating University. The Parties shall each appoint one member of staff to serve as the local admission contact person. In collaboration with the admission contact person in each University, the Admission office shall coordinate the admission and prepare all necessary reports and documents concerning the admission to the Joint Master Programme. The Admission office is acting under the supervision of the Coordinating University and serves as a central hub to maintain communication to prospective Students as well as communication to all programme stakeholders, using website, meetings, memos, presentation, etc. as tools for communication.
- 5.8 Within the Joint Master Programme, the admission office shall:
- Serve as the contact point for prospective Students for the Joint Master Programme;
  - Assist with dissemination of the Joint Master Programme (prepare material for brochures, catalogues, update on the website, etc.);
  - Support the Coordinating University to enrol the Students;
  - Prepare and support the Consortium Board with application documents necessary in the admission process to the Joint Master Programme.

### The Joint Examination Committee

- 5.9 The Joint Examination Committee consists of two representatives from each of the Parties. The Consortium Board appoints the members. The members of the Joint Examination Committee shall be appointed for two years. The Chairperson is chosen among the members of the Joint Examination Committee. Voting can be done at the meetings or in writing by email to the Chairperson no later than one week after the voting was requested. The Joint Examination Committee reports yearly on its activities to the Consortium Board.
- 5.10 Members of the Joint Examination Committee shall:
- be an expert in the relevant field,
  - have expertise in the field of testing and examination,
  - be independent of the Consortium Board.
- 5.11 The Joint Examination Committee is responsible for the joint Teaching and Examinations Regulations (TER). The TER consists of regulations from the local TERs and a joint section.
- 5.12 The *local* Teaching and Examination Regulations cover examinations and examination results, and grading and re-sits of courses and elective courses. All matters not discussed in the joint TER, are dealt with the *local* Teaching and Examination Regulations. The Consortium Board shall, in compliance with the local regulations, establish the TER.
- 5.13 The TER will detail the tasks of the Joint Examination Committee.

**Commented [MZ10]:** In an ideal situation, one content related, one from central administration.

### Joint Quality Enhancement Committee

- 5.14 The Joint Quality Enhancement Committee is responsible for the quality enhancement of the Joint Master Programme. The Joint Quality Enhancement Committee consists of two representatives from each of the Parties. The Committee receives input from Student representatives, teachers, staff members and external advisors. The Student representatives will participate in quality assurance at the Joint Master Programme. The committee will meet at least twice a year. Any meeting can be organised via telephone or video conference or as face-to-face meeting.

**Commented [MZ11]:** Suggestion, one content related, one from central administration.

- 5.15 The Committee is responsible for setting the joint requirements for a thesis as well as the joint evaluation procedures.

#### **Article 6 Obligations of the Parties to the Joint Master Consortium Agreement**

- 6.1 By signing this Joint Master Consortium Agreement, the Universities agree that their representative in the Consortium Board is mandated to make decisions on behalf of the university, according to modalities stated in articles 5.1 - 5.5 (The Consortium Board).
- 6.2 Parties will support the Coordinating University in carrying out its duties.
- 6.3 Parties shall cooperate and communicate with each other on a regular basis and when requested by the Coordinating University. It is agreed that email correspondence and the English language shall be the standard means of communication within the Consortium.
- 6.4 All Parties to this Joint Master Consortium Agreement shall:
- Appoint a Programme Coordinator from its teaching staff;
  - Ensure that the organization of teaching and the Students' facilities at their institution are in line with the decisions taken by the Consortium Board;
  - Communicate to the Coordinating University any information or document required by the latter that is necessary for the management of the Joint Master Programme, including email addresses to be used for any communication related to the Joint Master Programme;
  - Be responsible for all information communicated to the Coordinating University, and the other Parties;
  - Report to the Coordinating University on the progress of the Students, the number of credits obtained and the marks. The communication will be undertaken by the administrative contacts of each Party through the transcript of records. All Parties will be granted access to data about all the Students enrolled in order to register them during the whole Joint Master Programme;
  - All parties ensure the adequate data protection of all students in the Joint Master Programme. They will respect the privacy of students and not share information regarding their academic progress or otherwise with external parties without the expressed consent of the student (see also article 10);
  - Make all reasonable efforts to ensure a high academic quality in the Joint Master Programme, sufficient experience and teaching capacity to fulfil their role in the Consortium;
  - Recognise the ECTS earned at the different universities within the Consortium;
  - Support the other Parties with the process of obtaining national accreditation or other national or institutional requirements to guarantee institutional or national approval and authorisation for the Joint Master Programme;
  - Offer Student guidance and counselling to all Students for whom the Party offers courses;
  - Notify promptly any delay in performance or any event that may impact the Joint Master programme to the Consortium Board.
- 6.5 Parties agree that they will not start a new Master programme with similar content without written consent of the other Parties.
- 6.6 All communication towards the European Committee shall be the responsibility of the Coordinating University and Parties shall not contact the EC directly regarding the Joint Master Programme;.

- 6.7 Parties will notify the Coordinating University of all communications regarding the Joint Master Programme preferably by cc-ing in the emails.

## Article 7 Termination

- 7.1 This Joint Master Consortium Agreement may be terminated at the request of each Party provided that a minimum of six months' prior written notice is given to the other Parties to enable satisfactory arrangements to be put in place for existing Students, and for those to whom an offer of a place on the Joint Master Programme has been formally made. All Parties shall be equally responsible for such arrangements.
- 7.2 If any of the Parties wishes to withdraw, it must be guaranteed by that Party that all the Students enrolled in the Joint Master Programme will be able to complete their studies in the normal way. If a Party wishes to withdraw, it loses its voting rights.
- 7.3 If a party is declared a Defaulting Party according to article 8 of this Joint Master Consortium Agreement the Consortium Coordinator is entitled to propose to the Consortium Board to end the cooperation with the Defaulting Party.
- 7.4 In case one of the Parties is not accredited, the Party shall make all effort necessary to remedy the accreditation. The other Parties may decide not to include the non-accredited education in the programme. If the accreditation is not obtained, article 8 of this Joint Master Consortium Agreement applies.

### Financial Consequences of the termination of the participation of a Party

- 7.5 A Party leaving the consortium shall refund all payments it has received except [...].
- 7.6 Furthermore, a Defaulting Party shall bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

Commented [MZ12]: List exceptions

## Article 8 Breach

If the performance of one of the Parties to this Joint Master Consortium Agreement or the Grant Agreement is unsatisfactory, the Coordinating University shall summon the Party that does not perform in accordance with the Joint Master Consortium Agreement to comply with the Joint Master Consortium Agreement or the Grant Agreement within a reasonable period of time. If such a breach is substantial and is not remedied within that period or is not capable of remedy, the Consortium Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation. Article 7 of this Joint Master Consortium Agreement applies.

## Article 9 Student Administration

### Application procedures

- 9.1 Each year the Consortium Board decides on the maximum number of Students to be accepted into the Joint Master Programme, based on the limits of each institution. In their application the Students indicate at which of the Parties they wish to be placed. Places are allocated according to the ranking of preferred Universities by each individual Student and the available resources. Each Party agrees on the places. Student allocation of thesis supervision will aim for equal distribution.
- 9.2 Application process and deadlines follow the local regulations of the Admission Office.

Commented [MZ13]: Possible to specify these:  
-Communicated before [date]  
-% of total number of students  
-



- 9.3 An online application procedure is provided for all applicants. The online application form is in English. The Admission Office will provide the online database for the application procedures and will provide the necessary technical assistance during the application procedure. Each Party is committed to the provision of information to Students wishing to apply for the Joint Master Programme.

#### Admission requirements

- 9.4 The Consortium Board decides on the minimum requirements (see article 11.1). Details on the required documents for registering, agreed between the Parties, will be provided on the programme website and in the application form.

#### Article 10 Personal data of students

- 10.1 Every Party in this Joint Master Programme has a responsibility to ensure that the Personal Data of Students that will be subject to Data Processing are accurate and up-to-date, and will be well protected

- 10.2 Every Party has a responsibility to inform the Students as follows:

- The purposes for which the University will store and process their personal data: the Universities need to Process the Personal Data in order to perform their educational and administrative purposes and responsibilities to Students and others;
- That the Data Processing will take place before, during and after (alumni registration) the Joint Master Programme;
- That in the fulfilment of the collegiate University's responsibilities and purposes, Personal Data collected by the Universities may be shared within [...];
- That the Parties may disclose the Personal Data to other bodies outside of the University in order to fulfil its aforementioned responsibilities and purposes. Such bodies include but are not limited to: EACEA, [...]

- 10.3 For the transfer of Personal Data outside the European Economic Area where countries either have no data protection legislation, or have different data protection or privacy regimes and so may not always protect the Students' Personal Data to the same standard as within the European Economic Area, the Parties will take additional measures, such as, but not limited to the use of standard contractual clauses, made without prejudice to the application of national provisions adopted pursuant to Directive 95/46/EC or to Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) (1), in particular as far as the sending of commercial communications for the purposes of direct marketing is concerned.<sup>1</sup>

- 10.4 When data processing is outsourced to a third Party, a separate Data Processing Agreement must be signed between the Parties and the relevant third Party.

#### Article 11 Selection procedure

- 11.1 Minimum requirements to apply to .... are:
- A Bachelor degree, or equivalent in:

<sup>1</sup> See:  
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2001:181:0019:0031:EN:PDF>  
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:385:0074:0084:EN:PDF>

**Commented [MZ14]:** Relevant in case of a non-EU partner

**Commented [MZ15]:** EUR has an English format

**Commented [MZ16]:** you can set a minimum mean grade, even per previous degree type

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- 
- 
- English proficiency corresponding to
  - a minimum IELTS (International English Testing System) score of 6.5 or
  - a minimum TOEFL (Test of English as a Foreign Language) scores of 90 for the internet-based test.
- IELTS and TOEFL test results must not be older than two years.
- GMAT/GRE test score

Exemptions to the English proficiency test are:

- Students with an International Baccalaureate (IB) Diploma
- Students who have passed University of Cambridge exams, Proficiency (CPE) or Advanced (CAE)
- Students who have passed Advanced Placement International English Language examination (APIEL) with a minimum of 4 points.

11.2 The Consortium Board will rank the Students, following the next two steps:

- Step 1: The Admission Office will provide a shortlist of applicants based on the grades from the Bachelor degree.
- Step 2: The admission office will rank the shortlisted applicants based upon the motivation letter and background, the English proficiency test, and the GMAT/GRE test.

The admission of applicants is based on decisions made by the Consortium Board.

11.3 All individuals are selected and treated based on their relative merits and abilities. The Joint Master programme shall be open to anyone regardless of age, class, religious believes, disability, ethnic origin, gender, marital status, nationality, or sexual orientation.

#### **Registration and Enrolment**

11.4 Selected Students of the Joint Master Programme shall firstly be enrolled at the Coordinating University when:

- They have paid the first instalment of the contribution to the Consortium;
- They have provided proof that they have initiated the necessary visa and permit procedures if needed.
- They have proven they meet the minimum requirements stated in 10.1.

11.5 Once the Students are enrolled with the Coordinating University, the Students shall also be registered at the other partner universities.

#### **Insurance obligation**

11.6 Students have provided written proof of insurance policy to cover medical expenses, illness or death, transportation back to the applicant home country in case of a serious accident, as well as to cover any consequences of third Party civil liability.

11.7 In case the programme is selected under the Erasmus+ Key Action1 Erasmus Mundus Joint Master degree, the insurance scheme and regulations will be adapted to Erasmus+ Programme requirements.

#### **Article 12 Students' rights and responsibilities**

12.1 Each of the Parties undertakes to provide information to the Students who follow courses at the Parties' universities with regard to preparation for the Joint Master Programme, obtaining visas, orientation, language support and study counselling.

- 12.2 The Consortium does not financially sponsor Student visas, health insurance, accommodation or language courses. Living and travel expenses, other costs related to academic facilities delivered by external bodies and other costs related to the management of the individual academic files will be charged directly to the Students.
- 12.3 For each Student, the Programme Coordinator of the university will appoint a tutor, whom the Students may consult for advice or assistance during their study programme, also including during e-learning modules. Each Party makes all reasonable efforts in helping Students with incoming procedures such as finding accommodation and ensuring that Students have access to language courses, libraries and to the services offered by the Parties.
- 12.4 The Students' rights and responsibilities are the same as those valid for any other Student at the institution where the Student is studying at the specific moment.
- 12.5 In case of appeal against *joint* academic decisions made by the Consortium Board or other joint committees or procedural irregularities, it is the Coordinating University that is the recipient of such communication and is responsible for further communication and follow-up of legal rights and obligations. In case of appeal against *local* academic decisions or *local* procedural irregularities, it is the *local* university that is the recipient of such communication and is responsible for further communication and follow-up of legal rights and obligations. This will be part of the Teaching and Examination Regulations.

## Article 13 Degree

### Joint Recognition

- 13.1 Upon successful completion of the Joint Master Programme, the Students will be awarded a joint/double Degree, recognised in any case by all countries of the Parties. As soon as the provisions of the present Joint Master Consortium Agreement has been fulfilled, Students receive their Master Degree. The Joint Examination Committee is responsible for deciding whether or not the ... programme is completed.
- 13.2 The local titles are:  
 In the Netherlands: Master of ...  
 In .....  
 In .....  
 In .....

**Commented [MZ17]:** specify the degree construction  
 if not joint or double or if complicated, add extra articles stating the construction and specifics

### Release and signing of the Degree

- 13.3 The Joint Diploma will be issued by ... At each of the Parties, the Joint Diploma will be signed by the person who is indicated by the national law or regulations of that university on the condition that all conditions are fulfilled at the partner.
- 13.4 The degree can only be awarded if a Student has earned 60/120 ECTS credits according to provisions of the present Joint Master Consortium Agreement and has paid all tuition fees.

**Commented [MZ18]:** in case of a joint degree

### Diploma supplement

- 13.5 The Coordinating University will issue a Joint Diploma Supplement (JDS) to secure degree transparency.

## Article 14 Financial Arrangements

- 14.1 The Parties are committed to using their existing institutional resources to create and maintain the Joint Master Programme.

### General financial management

14.2 The Tuition Fee is collected by the Coordinating University. The Coordinating University will transfer funds among the Parties and will manage them according to the criteria agreed upon by the Parties as described in the attached "Financial Annex" (see Annex @).

**Commented [MZ19]:** Possible to add: "and the Contribution to participation costs", if certain activities are not included in the tuition fee (and are therefore not mandatory). If so specify which activities are not included in the tuition fee.

**Commented [MZ20]:** Or other, possible also to decide otherwise.

### Costs

14.3 See "Financial Annex" (Annex @).

**Commented [MZ21]:** Potential text:

- Each Party agrees to keep a full financial record and documentation for all transactions relating to funds distributed under this Joint Master Consortium Agreement and to make available all requested financial documentation for audit and/or reporting purposes within a maximum of thirty days of the request, unless a shorter time is requested by the auditor. The financial records must be kept for at least 5 years.

- If a Party to this Joint Master Consortium Agreement wishes to claim costs for materials made on behalf of the Consortium, it should first write the Coordinating University. After the written permission of the Coordinating University, the Party concerned may claim the costs with the Coordinating University.

### Tuition Fee

14.4 The Parties agree to a fee waiver from the individual universities. The Students pay the Tuition Fee to the Coordinating University.

14.5 The Consortium agrees that non-EU Students will be charged a different Tuition Fee than EU-Students. The Consortium agrees that Students who are both citizens of EU member states and citizens of non-EU member-states will be charged the Tuition Fee for EU students. The Tuition Fee will be paid in two instalments: before July 1<sup>st</sup> before the first semester and July 1<sup>st</sup> before the third semester.

14.6 The Consortium Board determines the Tuition Fee. This will be reviewed on an annual basis, without detriment to registered Students. The Consortium Board shall propose the Tuition Fee. Any changes to the Tuition Fee as well as to any discount rate must be agreed by all Parties.

14.7 The Tuition Fee gives right to the following services:

- Registration in all the teaching units and modules delivered by the Parties and access to related educational resources for the duration of the enrolment;
- Free access to library, document centres and related services;
- Examination, diploma and certificate;

14.8 The Tuition Fee does not include costs relating to insurance, accommodation, food, international travel or travel on site.

14.9 Contribution to participation costs may be paid by Students to participate in extra curriculum activities. Students can only participate in these extra activities if they pay this voluntary contribution

**Commented [MZ22]:** To be determined by Consortium Board. Suggested text.

**Commented [MZ23]:** To be determined by Consortium Board. Suggested text.

### Article 15 Marketing

15.1 All parties shall act with respect for trademark and intellectual property rights, see article 18.

15.2 The promotion of the Joint Master Programme is the responsibility of all the Parties.

15.3 The general marketing policy will be discussed and approved by the Consortium Board during its meetings. The Parties will disseminate information for applicants through their own marketing channels. All Parties are responsible for creating local Joint Master Programme websites for the distribution of information at their own costs. In addition, all Parties make use of the joint website (www.....), which is a jointly organised website. The Admission Office will continuously update the website.

**Commented [MZ24]:** Potential content for this article

15.4 Anonymous photos of students may be used for marketing purposes.

**Commented [MZ25]:** optional

### Article 16 Exchange of teaching and administrative staff

- 16.1 The Consortium supports exchange of their teaching and administrative staff. The exchange possibilities will be regulated by specific agreements between the Parties.

#### **Exchange modalities**

- 16.2 All partner Universities shall regulate the reception and employment of faculty members and administrative staff participating in the mobility programme under this Joint Master Consortium Agreement, in conformity with the law and juridical rules in force in the country concerned under the exchange.
- 16.3 Personnel concerned under this Joint Master Consortium Agreement will continue to comply with the contractual obligations with the home University and will continue to receive the due remuneration and to benefit from the rights they are entitled to for their juridical position, according to the legislative norms existing in the home country.
- 16.4 The duration of stay shall be made specific in case-by-case agreements. The home University shall consider the duration of the stay of ... as an ordinary service period for all purposes.
- 16.5 The host university will ensure proper labour conditions. Parties will make specific agreements concerning the labour conditions.

#### **Activities for teachers and administrative personnel**

- 16.6 Faculty members and researchers can hold courses and lectures, carry out tutorship activities, participate in seminars, be part of exam, final thesis and doctorate commissions at the partner University, and take part in research activities and meetings for Student exchange programme planning, evaluation and development, held at the partner University. The administrative staff will have the possibility of participating in meetings for Student exchange programme planning, evaluation and development and will be able to carry out special visits in order to analyse the management systems operating at the partner University.
- 16.7 The Parties agree that all the financial agreements will have to be negotiated and will depend on the availability of funds. For the expenses concerning the mobility of teaching staff members and research fellows, each university will cover all the costs for their own professors and research fellows according to the availability of Erasmus+ Programme funds or other funds for research.
- 16.8 During their period at the hosting University, the faculty members and the researchers participating in said exchange, to carry out the above-mentioned activities, shall be considered as staff "on a mission" abroad.

**Commented [MZ26]:** Consider making arrangements if applicable. Potential topics to include:

And how to finance them

#### **Article 17 Prevention and safety**

- 17.1 The Parties shall supply all involved Students and staff with detailed information about the specific risks existing in the work environment in which they will be carrying out their functions. The Parties will also provide the necessary documentation concerning prevention and emergency safety measures and provisions in force in relation to their activity and about the individuals/subjects in charge of this, in conformity with the legislative norms and regulations in force in the country of the University at which the Student follows courses. The partners can make detailed agreements with their Students.
- 17.2 [Describe the arrangements regarding insurance. Both for students and staff.]

#### **Article 18 Intellectual property rights**

- 18.1 Ownership of any intellectual property (including but not limited to confidential information, knowhow, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) owned by or licensed to one of the Parties to this Joint Master Consortium Agreement prior to and after the date of this Joint Master Consortium Agreement is and shall remain the property of that specific Party.
- 18.2 Module and module content is the intellectual property of the Party that develops the module. The developers of a module are entitled to use that module outside of the Joint Master Programme. The other Parties need permission of the developer to use the module outside of the Joint Master Programme and agree to not disclose to a third party, license, use commercially, register or otherwise deal in such intellectual property without the prior approval of the developing Party.
- 18.3 The Parties do not claim intellectual property rights on the theses of students.
- 18.4 All Parties agree to respect the trademarks and other IPR of the other Parties.
- 18.5 Each Party agrees to the use of its name and logo for the purposes of promotional material, programme literature and other documentation of the programme.

Commented [M227]: Option:  
Are NOT entitled

#### Article 19 Confidentiality and integrity

- 19.1 Each party agrees not to disclose to any third party any information disclosed to it under this Joint Master Consortium Agreement and marked by the disclosing party as confidential or stated in writing to be confidential. This obligation shall remain in force for a period of five (5) years from the date of disclosure or from the termination date of this Joint Master Consortium Agreement, whichever is longer.
- 19.2 The above obligations of confidentiality shall not apply to information which i) was in the possession of the recipient prior to initial receipt hereunder, ii) is now or later becomes generally available to the public without breach of this Joint Master Consortium Agreement, iii) is received without restrictions on its use or secrecy from a third party having the right to disclose such information, iv) the disclosing party gives the receiving party written permission to publish or use, v) the receiving party develops independently of any disclosure hereunder, or vi) is required to be disclosed by law.
- 19.3 Parties enter into purely academic cooperation and each Party distances itself from any political point of view of the other Parties.

#### Article 20 Applicable law and the settlements of disputes

- 20.1 The Parties shall make all reasonable efforts to settle disputes arising from or in connection with this Joint Master Consortium Agreement in an amicable way. In case a dispute remains unsolved, the Executive Boards of the Parties compose a committee.
- 20.2 The committee will be composed as follows: each of the Executive Boards appoints one member to the committee. The members of the committee appoint one independent member, who will serve as President of the committee.
- 20.3 The applicable law is Belgian law.
- 20.4 Any disputes that remain unresolved shall be heard by the competent court in Brussels, Belgium.

Commented [M228]: Preferable with knowledge of Belgian law.

#### Article 21 Copies and language

This Joint Master Consortium Agreement has been written and signed in .. original copies in English and each is equally valid.

**Article 22 Liability**

- 22.1 Each Party of this Joint Master Consortium Agreement shall be independently responsible for the performance of any part of its tasks under this Joint Master Consortium Agreement.
- 22.2 No one Party shall be liable towards any other Party for any and all damage incurred in relation to the Joint Master Consortium Agreement and the performance of the Joint Master Programme, provided such damage was not caused by a wilful act.

**Signatures**

Authorized to sign on behalf of **Erasmus University Rotterdam**, the Netherlands (EUR):

Kristel Baele, President Executive Board

Date

Authorized to sign on behalf of .....

Date

Authorized to sign on behalf of .....

Date

Authorized to sign on behalf of .....

Date



Annex 1 – Programme

Annex 2 Joint Diploma

Commented [MZ29]: When relevant

Annex 3 Financial Annex