# **European Master in Law and Economics (EMLE)**

# **Student Agreement**

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#### **Preamble**

This Agreement sets out the relationship between the Consortium *European Master Programme in Law and Economics (EMLE)* ('the Consortium', 'the Programme') and its students. Members ('the Partner Universities') of the Consortium are:

- Aix/Marseille Université, Aix-en-Provence, France
- Alma Mater Studiorum, Università di Bologna, Bologna, Italy
- Universiteit Gent, Ghent, Belgium
- University of Haifa, Haifa, Israel
- Universität Hamburg, Hamburg, Germany
- Indira Ghandi Institute of Development Research (IGIDR), Mumbai, India
- Erasmus Universiteit Rotterdam, Rotterdam, The Netherlands
- Universität Wien, Vienna, Austria
- Warsaw School of Economics, Warsaw, Poland

Each Partner University is represented by one Local Coordinator in the EMLE Management Board ('the Board'). The Board appoints one of its members as the Director and one of its members as the Erasmus Mundus (EM) Coordinator. The EM Coordinator is responsible for all affairs regarding the Erasmus+: Erasmus Mundus (EM) status of the Programme, including all contacts with the European Commission. The Director is responsible for managing the internal affairs of the EMLE and for representing the Programme inside and outside the European Union. The Director and the EM Coordinator exercise the functions specified in this Student Agreement.

The Consortium is the sole responsible towards the students for the obligations arising from this Agreement. The Consortium is represented by the Director for matters concerning the general management of the Programme. For all matters concerning Erasmus+: Erasmus Mundus, the Consortium is represented by the Erasmus Mundus Coordinator

This Student Agreement provides the framework through which the Consortium and its students can work together to create a positive environment for learning and academic achievement.

### § 1 Scope of the Agreement

This Agreement sets out the admission requirements, the length and extent of the Programme, the tuition fees, the academic calendar, the nature of exams and the grading system used as well as the degrees awarded and the graduation ceremony. The following documents are part of the Student Agreement between the students and the Consortium about participation in the Programme. The following documents, which are available on the website are equally binding on both parties (for exceptions see below):

- A copy of the signed Scholarship Agreement (scholarship holders only)
- Exam and Thesis Regulations (available on <u>www.emle.org</u>)
- Thesis Writing Guide, as well as
- Any additional document referred to in this Agreement.

### § 2 Programme Aim

The European Master Programme in Law and Economics (EMLE) is a 60 ECTS study programme for graduate students with a background in law and/or economics (section § 3). It aims at teaching students the main concepts, methods and techniques of the Economic Analysis of Law ('EAL'), familiarize them with 'the state of the art' in the major fields of EAL and to let them grasp and assess the differences and similarities between national legal systems from an economic perspective in a number of specific areas of EAL.

### § 3 Admission Qualification

- (1) A student can be admitted to the EMLE if he or she:
  - a) has successfully completed a degree in law or economics, or in social or political sciences (provided that a substantial component of law and/or economics is included in the curriculum);
  - b) has sufficient knowledge of English in order to participate in the courses and in order to pass the exams, and
  - c) can be expected to participate in the EMLE successfully according to his or her previous academic performance.
- (2) All students must apply at the EMLE coordinating centre (Erasmus University of Rotterdam). A Joint Selection Committee decides on all applications. This Committee is appointed by the Board and consists of one member per Partner University.

### § 4 Programme Length and Location

- (1) The Programme comprises three consecutive terms of 20 ECTS each: October to December, January to March and April to July/mid-August. Within the limits established by the EMLE Academic Calendar (§5), each Partner University determines individually the exact starting date, ending date, exams and lecture-free periods of each term. Annually in mid-February the Midterm Meeting takes place. At the Midterm Meeting all students of the current academic year, EMLE alumni, EMLE Associated Partners as representatives of the labour market and representatives of the teaching staff from all Partner Universities come together to discuss developments in Law and Economics education and research with a view to the future of the Programme. The current EMLE students are required to attend the Midterm Meeting. Their travel and accommodation is arranged and paid for by the Consortium.
- (2) According to the existing capacities:
  - the first term can be spent in Bologna, Hamburg or Rotterdam,
  - the second term can be spent in Ghent, Hamburg or Rotterdam, and
  - the third term can be spent in Aix-en-Provence, Haifa, Hamburg, Mumbai, Vienna or Warsaw.
- (3) No student may spend all three terms at the same Partner University.
- (4) Erasmus+: Erasmus Mundus grant receiving students should spend at least a term in two different Programme Country (EU) universities.
- (5) The decision on the allocation of the students is taken by the Director in cooperation with the Local Coordinators of the Partner Universities concerned. All possible efforts will be undertaken to allocate students to their desired Partner Universities. The Consortium cannot guarantee that a desired allocation or re-allocation will be possible. If a student accepts admission to the EMLE programme, this implies acceptance of the allocation that is offered in the admission letter.

#### § 5 EMLE Academic Calendar

The following overview provides the main milestones of the EMLE Academic Calendar. Please ask your Host Universities for the exact dates at each term for the academic year 2015/2016.

Date	Event
Thursday 1 October 2015	Start first term
7-18 December 2015	Course exams first term
Friday 18 December 2015	End first term
Monday 4 January 2016	Start second term
Monday 18 January 2016	Communication exam results first term
11-13 February 2016 (Hamburg)	<ul> <li>MTM and Graduation Ceremony</li> <li>Thesis Meeting</li> <li>Graduation Ceremony class '14-'15</li> <li>Meeting EMLE Alumni</li> <li>Meeting EMLE Associated partners</li> </ul>
22-26 February 2016	Re-exams first term
14-25 March 2016	Course exams second term
Thursday 24 March 2016	End second term
Monday 4 April 2016	Start third term
Monday 25 April 2016	Communication exam results second term and re-exams first term
30 May-3 June 2016	Re-exams second term
Friday 1 July 2016	End of third term / Ultimate date course exams third term
16 August 2016 23:59 CEST	Deadline EMLE Thesis
Monday 1 August 2016	Communication exam results third term and re-exams second term
Friday 12 August 2016	Ultimate date re-exams third term
Wednesday 7 September 2016	Communication exam results re-exams third term
As of 31 October 2016	Communication of EMLE results
February 2017	MTM and Graduation Ceremony

### § 6 Programme Extent and Study Subjects

- (1) The classes (lectures, seminars) comprise at least eight contact hours per week during the first and second term and at least four hours per week during the third term.
- (2) Compulsory full courses during the first term are:
  - Introduction to Law/Introduction to Microeconomics (4 ECTS)
  - Concepts and Methods of Law and Economics (4 ECTS)
  - Tort Law and Economics (4 ECTS)
  - Public Law and Economics (4 ECTS)

- Competition Law and Economics (4 ECTS)

Compulsory full courses during the second term are:

- Contract Law and Economics (4 ECTS)
- Property Law and Economics (4 ECTS)
- Corporate Law and Economics (4 ECTS)
- Empirical Legal Studies (4 ECTS)
- Specialization course (4 ECTS): Law and Economics in the Courts (Rotterdam), Environmental Law and Economics (Ghent), Economics of Constitutional and Administrative Law (Hamburg)
- (3) Each third-term Partner University provides two specialization courses of 5 ECTS in total. In addition, the Partner Universities provide adequate supervision for the 15 ECTS Master Thesis. The topics of the specialization courses are:
  - Dynamic Approaches to Law and Economics (Aix-Marseille)
  - Behavioural Law and Economics (Haifa)
  - European and International Law and Economics (Hamburg)
  - Law and Economics of Development (Mumbai)
  - Advanced Public Law and Economics (Vienna)
  - Law and Economics of Transition (Warsaw)

### § 7 Exams and Thesis

- (1) Exam results obtained at any Partner University are fully recognized by all the universities in the Consortium. In the exams the student must prove that he or she has mastered the methods of the Law and Economics approach and that he or she is able to apply them in a scientific manner within a selected area.
- (2) The primary assessment method consists of written exams. The exams are written in English. The students must participate in the exams for twelve full courses; the final grade consists of the grades for the exams of twelve full courses and a thesis. Grades for the course exams are awarded on a scale from 0 to 10 points, 5 points being the passing grade, and may be converted using ECTS Grading Table 1 in §15.
- (3) The thesis must be written in the third term and is intended to prove the ability of the student to work in the field of Law and Economics in a scientific manner. Grades for the thesis are awarded on a scale from 0 to 60 points, 30 points being the passing grade, and may be converted using ECTS Grading Table 2 in §15.

- (4) The final grade, which consists of the grades for the exams of twelve full courses and a thesis, are awarded on a scale from 0 to 10 points and may be converted using ECTS Grading Table 3 in §15.
- (5) More specific rules and regulations pertaining to exams and the thesis are described in the Exam and Thesis Regulations available on <a href="www.emle.org">www.emle.org</a> and they are agreed upon by the parties.

### § 8 Degree, Diploma and Certificate

(1) Students graduating from the programme will be awarded an officially recognized degree from every Partner University where they have spent at least one term. As Joint Degrees are not yet allowed/recognized in all countries, for the moment the EMLE Consortium has opted for a double or triple degree system. Depending on the allocations, a graduating student will receive two ('double degree') or three ('triple degree') degrees. The official name of the degrees is listed in the table below:

Partner university	Degree	
Aix-Marseille	Master in Business, Law and Economics	
Bologna	European Master in Law and Economics (Master di I livello)	
Ghent	European Master in Law and Economics	
Hamburg	LL.M. (European Master in Law and Economics)	
Rotterdam	European Master in Law and Economics (LL.M.)	
Vienna	Master of Arts, MA (European Master in Law and Economics)	
Warsaw	Magister na kierunku Ekonomiczna Analiza Prawa <sup>1</sup>	
Haifa	Master in Law	
Mumbai	Master of Science in Law and Economics	

(2) Each Partner University will issue a Diploma Supplement (DS) to secure degree transparency. The DS will follow the model developed by the European Commission, the Council of Europe and the UNESCO/CEPES. Additional information required by national legislation will also be included in the DS. The DS will be issued according to the national legislation of the partner university awarding the degree. The EMLE will award multiple DS, because the regulations applicable to some Partner Universities require a national DS to be issued together with the national degree. Therefore, a joint DS is currently not possible in the EMLE.

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<sup>&</sup>lt;sup>1</sup> Official Polish title for "Master of Arts in Law and Economics", as it will appear in the original diploma. A copy will be issued in English.

(3) Included in the DS, a transcript is handed out which lists all marks of the term exams and the thesis, as well as the ranking of the student and the total number of participating students in the current academic year. It also includes the ECTS Grading Tables (see §15).

#### § 9 Graduation

The decision on whether a student has passed the EMLE and on the final ranking is taken by the Board in October. The results are communicated to the students at the end of October. Students receive their diplomas at the Graduation Ceremony held during the Midterm Meeting in February of the next academic year. Students may request from the Director a statement regarding their graduation to be mailed to them before the Graduation Ceremony.

### § 10 Consortium's Obligations

- (1) The Consortium and its partners provides the students with tuition, thesis supervision, all necessary learning support facilities and any other service associated with the Programme with reasonable care and skill.
- (2) Students are offered language courses in each European country of their study Programme. Language courses are integrated in the term schedules of the EMLE lectures, in order to avoid overlaps; the number of classes is commensurate to the load of the term coursework. In addition, the beginner-level language courses are offered free of charge in 2015-2016 by each Partner University. Upon completion of each language course, the students will receive a certificate of attendance. The table below shows the language courses that will be offered:

Partner	Language course	Term(s)
Aix-Marseille	French	3
Bologna	Italian	1
Ghent	Dutch	2
Hamburg	German	1, 2, 3
Rotterdam	Dutch	1, 2
Vienna	German	3
Warsaw	Polish	3

### § 11 Student's Obligations

(1) Students are required to comply with the obligations established in this Agreement and the documents it refers to. The hosting Partner Universities may require compliance

- with additional regulations, which are equally binding as long as they are communicated to the student timely.
- (2) In cases of severe misconduct of students which may harm the reputation of the programme, the Director is informed. He or she may decide on a proportionate sanction. Any sanction shall be subject to the final ratification by the Board.
- (3) Students are required to attend all lectures, courses, tutorials, seminars, examinations and other assessments, and any other activities that form part of the Programme, except in case of absence for documented medical reasons, mutually agreed absences or other exceptional circumstances.
- (4) Students shall refrain from fraud, in whatever form, during their study, exams and thesis writing.
- (5) The Exam and Thesis Regulations establish the consequences of students' failure to comply with the obligations set forth by §11 (2).
- (6) Students are expected to communicate by the assigned EMLE email-address and to check that account regularly, as the Partner Universities use email as a main source of communication. The Consortium provides a specific EMLE email account to the students.
- (7) The Erasmus Mundus coordinating centre arranges insurance coverage for all Erasmus+: Erasmus Mundus grant receiving students and the costs thereof are borne by the Consortium. The insurance package will cover medical expenses, accidents, extra costs/emergency assistance, legal liability, legal assistance and personal possessions, according to/at least the minimum requirements set by the EM Agency (EACEA). This insurance package is also offered upon request to the other EMLE students, who have to bear the costs themselves. Students are free to make arrangements on their own. Besides EM grantees, students are responsible for their own insurance coverage.
- (8) Students are obliged to take part in the anonymous course evaluation at the end of each term.

### § 12 Tuition Fees and Scholarships

(1) The tuition fees cover the provision of the teaching. The responsibility for financing additional expenses such as costs of living and for travelling (except for the Midterm Meeting), as well as for visa and residence permits or any other required official documents, rest with the students.

- (2) The tuition fee for 'Programme Country Students' is € 5,500. For the definition of Programme Country Students please refer to <a href="http://ec.europa.eu/programmes/erasmus-plus/index\_en.htm">http://ec.europa.eu/programmes/erasmus-plus/index\_en.htm</a>.
- (3) The tuition fee for 'Partner Country Students' is € 9,500. For the definition of Partner Country Students please refer to <a href="http://ec.europa.eu/programmes/erasmus-plus/index\_en.htm">http://ec.europa.eu/programmes/erasmus-plus/index\_en.htm</a>. The fifteen highest ranked Partner Country applicants who are not selected for an Erasmus Mundus grant will be offered a partial waiver of € 4,000.
- (4) The first, non-refundable payment of € 500 is due within three weeks after the student has accepted admission to the Programme
- (5) The Erasmus Mundus Programme offers grants to Partner Country Students. For Erasmus+: Erasmus Mundus grant receiving students, € 500 of the tuition fee is waived and the tuition fee is deducted from the Erasmus+: Erasmus Mundus grant. The mutual rights and obligations regarding the Erasmus+: Erasmus Mundus grants are set out in the Scholarship Agreement which is concluded between the Erasmus+: Erasmus Mundus coordinating centre and the grant-receiving student.

### § 13 Contact Persons/Problem Solving

- (1) In the event of any individual problems relating to the Programme, students first contact the Local Coordinator. If the problem cannot be solved satisfactorily, the student can contact the Director. If this still does not lead to a solution, the student can address the EMLE Ombudsman. The Ombudsman solves the problem in coordination with all parties involved and informs the Board during in the next available meeting.
- (2) In case of problems relating to the Programme that involve more students, the two student representatives, who are chosen by the students in each first- and second-term Partner University, may contact the local coordinator. If the problem cannot be solved satisfactorily, the student representatives may contact the Quality Assurance Officer, who presents the problem at the first available board meeting. The Board shall take a decision regarding the problem.

#### § 14 Visa and Accommodation

(1) The Partner Universities assist within reasonable limits the EMLE students, through their International Offices or comparable departments at the faculty/university level, in the procedure regarding visa and residence permit. Students are contacted in due time to submit the necessary documents.

(2) The Partner Universities assist within reasonable limits the EMLE students, through their International Offices or comparable departments at the faculty/university level, in finding suitable accommodation during the period of their stay. If relevant, students are contacted in due time to submit the necessary documents.

## § 15 ECTS Grading Tables based on the results of the previous five academic years

Table 1 – Term Exam Grades

EMLE Term Exam Grades	Grading percentage*	Percentage of students with lower grade
10	1,9%	98,1%
9.5	4,2%	93,9%
9	10,3%	83,6%
8.5	12,2%	71,4%
8	18,5%	52,8%
7.5	14,7%	38,1%
7	15,0%	23,2%
6.5	8,5%	14,6%
6	7,0%	7,7%
5.5	3,4%	4,2%
5	3,4%	0,8%
4.5	0,2%	0,6%
4	0,3%	0,3%
3.5	0,1%	0,2%
3	0,2%	0,1%
2.5	0,0%	0,1%
2	0,0%	0,1%
1.5	0,0%	0,1%
1	0,0%	0,1%
0.5	0,0%	0,1%
0	0,1%	0,0%

<sup>\*</sup> based on the results of the previous five academic years, up to and including 2013-2014. The EMLE programme uses a harmonized average course grade in the first two terms. This average grade has been increased from 7.0 to 7.5 in the academic year 2010-2011. Course grades from earlier academic years have been recalculated for use in this table. The number of EMLE courses went from 10 to 12 for the academic year 2015-2016.

Table 2 – Master Thesis Grade Overview

EMLE thesis grade	% of students	Demonstrate of students
	receiving this grade	Percentage of students with lower grade
60	0,2%	99,8%
59	0,0%	99,8%
58	0,2%	99,5%
57	0,7%	98,8%
56	0,9%	97,9%
55	2,6%	95,3%
54	2,3%	93,0%
53	3,1%	89,9%
52	3,5%	86,4%
51	3,8%	82,6%
50	4,9%	77,7%
49	5,2%	72,5%
48	6,1%	66,4%
47	5,4%	61,0%
46	5,2%	55,9%
45	6,6%	49,3%
44	6,6%	42,7%
43	5,9%	36,9%
42	4,2%	32,6%
41	5,4%	27,2%
40	1,9%	25,4%
39	3,3%	22,1%
38	3,8%	18,3%
37	2,3%	16,0%
36	1,6%	14,3%
35	3,3%	11,0%
34	0,5%	10,6%
33	0,9%	9,6%
32	2,1%	7,5%
31	0,9%	6,6%
30	1,4%	5,2%

29	0,2%	4,9%
28	1,2%	3,8%
27	0,7%	3,1%
26	1,6%	1,4%
24	0,2%	1,2%
23	0,0%	1,2%
22	0,0%	1,2%
21	0,2%	0,9%
20	0,0%	0,9%
19	0,0%	0,9%
18	0,2%	0,7%
17	0,2%	0,5%
11	0,2%	0,2%
0	0,2%	0,0%

<sup>\*</sup> based on the results of the previous five academic years, up to and including 2013-2014. Total grade is the sum of first and second reviewer grade. Each of those can contribute a maximum of 30 points for a total spread of 0-60 points.

Table 3 – Average overall grade ("Final Grade")

Final grade	Grading percentage*	Students with lower grades
10	0,0%	100,0%
9.5	0,0%	100,0%
9	3,6%	96,4%
8.5	9,3%	87,2%
8	22,1%	65,1%
7.5	22,1%	43,0%
7	15,9%	27,1%
6.5	12,6%	14,5%
6	8,3%	6,2%
5.5	2,9%	3,3%
5	2,1%	1,2%
4.5	0,5%	0,7%
4	0,2%	0,5%
3.5	0,5%	0,0%

<sup>\*</sup> based on the results of the previous five academic years, up to and including 2013-2014. The EMLE programme uses a harmonized average course grade in the first two terms. This average grade has been increased from 7.0 to 7.5 in the academic year 2010-2011. Course grades from earlier academic years have been recalculated for use in this table.

## § 16 Signature

- (1) This Agreement is signed by the student upon arrival in the first term Partner University. For the Consortium, it is signed by the Local Coordinator of the relevant first-term Partner University.
- (2) A model of this Agreement is posted on the EMLE website, in order for prospective students to be aware of its contents.

Place:	Date:	
	The Consortium:	
	Name:	
	Signature:	