

**Consortium Agreement Concerning the Programme 'European Master in Law and Economics' (EMLE) (CA 2017)**

*This document replaces the previous EMLE Consortium Agreement (2016)*

**A. Preamble**

This Agreement is made between:

1. Erasmus Universiteit Rotterdam, The Netherlands,  
represented by K.F.B. Baele MSc, President Executive Board
2. Universiteit Gent, Ghent, Belgium  
Represented by Prof. dr. Anne De Paepe, Rector
3. Universität Hamburg, Hamburg, Germany  
Represented by Ms. Courtney Peltzer-Hönicke, Section Head International Affairs and Ms. Sabrina Fuhrmann, Section Head Research Management and Funding
4. Aix-Marseille University, Aix-en-Provence, France  
Represented by Yvon Berland, President
5. University of Haifa, Haifa, Israel  
Represented by Prof. Gustavo S. Mesch, Rector
6. Warsaw School of Economics, Warsaw, Poland  
Represented by Prof. Piotr Wachowiak, Vice-Rector
7. Indira Ghandi Institute of Development Research (IGIDR), Mumbai, India  
Represented by Prof. S. Mahendra Dev, Director
8. Universität Wien, Vienna, Austria  
Represented by Prof. Heinz Faßmann, Vice-Rector for Research and International Affairs
9. University of Economics (VŠE), Prague, Czech Republic,  
Represented by Prof. Hana Machková, Rector
10. Libera Università Maria SS. Assunta (LUMSA), Rome, Italy,  
Represented by Prof. Francesco Bonini, Rector

The parties 1 to 10 are henceforth called 'Partners', and they are referred to by their respective city names. The partnership governed by this Agreement is called 'Consortium'.

This interuniversity Agreement is made for the implementation of the study programme 'European Master in Law and Economics' (hereinafter 'EMLE' or 'The Programme') for four academic years, starting on 1 October 2018 and ending on September 2022. For this period, the consortium will seek financial support from the EU in form of Erasmus+: Erasmus Mundus funding (henceforth 'EM funding').

The Partners commit to maintaining the composition of the Consortium and the implementation of the Programme in the form approved by the European Commission,

as reported in the present agreement and its Annexes, for the duration of one round of EM funding. Any change in the Programme, particularly changes in the partnership, shall be implemented according to the procedure set forth in Section J of this Agreement and, within one period of EM funding, it is subject to the prior approval of the European Commission.

For the purposes of this Agreement:

1. Students and visiting scholars are considered as Programme Country students / scholars (also referred to as 'European') or Partner Country students / scholars (also referred to as 'Non-European') based on the definitions in the Erasmus+ Erasmus Mundus Guidelines.
2. 'European Commission' shall include any EU Executive Agency involved in the management of the Erasmus Mundus programme (most prominently, the Education, Audiovisual, and Culture Executive Agency – EACEA).

## **B. Programme Description**

The Partners share the following characteristics of the EMLE:

### *1. Goals*

The EMLE is an interdisciplinary and international study programme aimed at providing graduate students from both inside and outside Europe with advanced training in Economic Analysis of Law (EAL). Specifically, EMLE students will: (1) learn the main concepts, methods and techniques of EAL; (2) become familiar with 'the state of the art' in the major fields of EAL; (3) learn to grasp and assess the differences and similarities between national legal systems from an economic perspective in a number of specific areas of EAL.

### *2. Academic Quality*

In order to preserve the long-standing tradition of excellent academic quality in the EMLE Programme, all Partners shall maintain specific expertise in EAL, experience and teaching capacity commensurate to their role in the Consortium. All courses must be specifically tailored to the EMLE students. New partners are only admitted after a thorough scrutiny of these conditions by the EMLE governing bodies. The EMLE academic staff shall consist solely of qualified scholars in Law and Economics, who are experts in a number of EAL subject areas, including the discipline(s) they teach in the Programme.

### *3. Integrated Structure*

The Programme is divided in three terms of 20 ECTS each (October-December, January-March, April-September). Subject to the Partners' teaching capacity, the students can spend the three terms at two or three different universities of the Consortium at their choice. Students are not allowed to spend more than two terms at the same university and must study at least at two different Programme Country universities. Study periods attended at different universities are mutually recognized within the Consortium.

In the first two terms, the EMLE is based on three parallel teaching tracks. The Partners active in the first term (Haifa, Hamburg, Rotterdam) provide for the homogenization of knowledge for students having different backgrounds, through elective tutorials and lectures on Introduction to Law (2 ECTS) and on Introduction to Microeconomics (2 ECTS) and on Concepts and Methods of Law and Economics (4 ECTS). In addition, first-term partners will offer the fol-

lowing core courses: Private Law and Economics (8 ECTS) and Public Law and Economics (4 ECTS).

The Partners active in the second term (Ghent, Hamburg and Rotterdam) teach three additional core courses (4 ECTS each): Competition Law and Economics; Corporate Governance and Finance; and Empirical Legal Studies. Moreover, each second term partner will teach two additional courses within the specialization tracks: Public Law & Economics (Hamburg); Innovation and Intellectual Property (Ghent); Markets, Corporations, and Regulators (Rotterdam). The first- and second-term Partners cooperate within the Consortium for keeping the contents of the same core course consistent with the learning goals, coherent across different tracks and, depending on the students' mobility, interchangeable.

The Partners active in the third term are seven (Aix/Marseille, Hamburg, Mumbai, Prague, Rome, Vienna, Warsaw) and provide a wide range of options for deepening the specialization started in the second term. Moreover, they provide individual supervision of the Master thesis (15 ECTS), in the form of a scientific paper on a specific subject in EAL. Each third-term Partner offers two related courses in its sub-area of specialization (accounting for 5 ECTS in total). The sub-specializations offered in the third term should match with at least one, and possibly two, second-term tracks, so that students can start specializing from the second term onwards.

The specialized course of the second and the third term are detailed in Annexes I and II. Subject to Board approval, the specialized courses may be altered with sufficient notice to inform the students.

With the exception of the tutorials and the introductory courses, all the courses in the EMLE curriculum are mandatory and they vary exclusively with the students' mobility pattern. The structure of the Programme and a synopsis of its courses/specializations are reported in Annexes I and II, which are part of this Agreement.

#### 4. *Learning Outcomes*

The Consortium and its Partners undertake that EMLE graduates shall be able to convey insights from EAL in a clear way to both a specialized and a non-specialized audience, to apply EAL in court cases and to formulate policy opinions taking into account social responsibilities. EMLE graduates shall also have the capabilities for pursuing additional studies autonomously. This includes, most notably, interdisciplinary research in legal and/or economic fields. The agreed EMLE learning outcomes are detailed in Annex III.

#### 5. *Career Development*

The EMLE learning outcomes shall be relevant for the labour market. Although the EMLE is a scientific Master, the Partners shall make sure that graduates' ability to apply and assess legal rules from different jurisdictions with a view to the economic implications, to identify the legal arrangements necessary to support economic and financial transactions, and to evaluate the economic efficiency of alternative legal solutions, is valuable both inside and outside the academia. To this purpose, the Partners shall cooperate within the Consortium to maintain and enhance interaction of the Programme and of its students/graduates with the professional world, most prominently through the EMLE Associated Members and the EMLE Alumni.

### **C. Governance of the Consortium**

The Partners acknowledge that the complex structure of the Programme and its ambitions of excellence necessitate extensive coordination for the management of the academic, administrative, and financial aspects. While being firmly committed to exchanging information and cooperating on an informal basis anytime this is necessary, the Partners have established the following management structure of the Consortium.

The governing bodies of the Consortium are: 1. The Management Board (henceforth, 'The Board'); 2. The EMLE Director; 3. The Erasmus Mundus Coordinator; 4. The Local Coordinators. Moreover, the Consortium relies on the following Permanent Committees/Institutions for carrying out specific tasks: a. The Joint Selection Committee; b. The Quality Assurance Committee/Quality Assurance Officer; c. The EMLE Advisory Committee; d. The Ombudsman, e. The Student Support Director, f The Examination Board. The Consortium may establish additional *ad hoc* Committees.

The positions of EMLE Director and Erasmus Mundus Coordinator (EMLE Coordinating Centre / Erasmus Mundus Coordinating University) can be combined if the Board so decides.

### 1. Management Board

The Board is the highest governing body of the Consortium. The Board decides on every issue concerning the implementation of the EMLE by the Consortium that has not been delegated to a different authority. Specifically, the Board decides on:

- The appointment of the Director and of the EM Coordinator;
- The appointment of the members of the Permanent Committees/Institutions;
- The establishment of *ad hoc* Committees and their composition;
- The coordination of the courses of the Programme and their adaptation to the students' or other stakeholders' feedbacks;
- The tuition fees and their waivers;
- The distribution of the fee income and of the EM contributions among the Partners;
- The budgets and reports concerning the use of the Common Activity Fund;
- The management of the Sustainability Reserve Fund;
- The graduation, ranking and academic honours of the EMLE students, unless these activities are delegated to an independent Examination Board;
- The topics for the EMLE theses and their supervisors;
- The proposals by the Quality Assurance Officer and the EMLE Advisory Committee;
- The Academic Calendar proposed by the Director;
- The organization of the Mid-Term Meeting and of the Graduation Ceremony;
- The marketing/advertising strategies of the Programme, as well as the networking between current, past and prospective students and their relationships with the labour market;
- The appointment of eligible institutions as Associated Members;
- The application for external funding (including renewal of Erasmus Mundus);
- The proposed settlement of students' complaints by the Ombudsman;
- The admission of new partners to the Consortium;
- The approval of the past meeting's minutes;
- The ratification of the sanctions imposed by the Director on seriously misbehaving students;
- Any conflict of responsibilities between the Director, the EM Coordinator, and the Local Coordinators;
- Any other issue brought to its attention by the Partners.

The Board consists of the Local Coordinators of each Partner, and it is chaired by the Director. All members of the EMLE teaching and administrative staff are encouraged to participate in the Board meetings. Unless otherwise specified in this Agreement, the Board decides by simple majority, with each Partner of the Consortium casting one vote. Voting remotely or by proxy is allowed on exceptional circumstances. Decisions are preferably taken with unanimous consent.

The Board shall convene ordinarily two times a year, in September/October and February, on dates and in locations established in the Academic Calendar. Special Board meetings may take place if needed. They can be summoned by the Director, the EM Coordinator, or three Board members. The agenda of the Board meetings is set by the Director. Any Board member can submit proposals for inclusion in the meeting's agenda until one week before the meeting. The Director includes these proposals in the agenda. The latter shall be made available to all Board members at least five days before the meeting.

In addition to the Board meeting, a Teachers' Meeting shall convene every year in June/July, on dates and in locations established in the Academic Calendar, with the special purpose of coordinating the fundamental and core courses of the first and second term. This is called the EMLE Summer Meeting. The Director chairs the Summer Meeting and sets its agenda. The Summer Meeting shall be attended by the Local Coordinators of the first- and second-term universities and by the teachers involved in the coordination.

All expenses of travelling to the above meetings shall be borne by the Partners.

## *2. EMLE Director*

The Board appoints one of its members as the Director of the Programme. The Director is normally appointed for 5 years and he/she can be re-elected. The Board confers upon the Director the executive functions concerning the implementation of the Programme. The university to which the Director is affiliated shall be the 'EMLE Coordinating Centre'. The Director and the EMLE Coordinating Centre are responsible for managing the internal affairs of the Programme, so long as this does not interfere with the tasks reserved to the EM Coordinator. Under the same condition, the Director represents the Programme inside and outside the EU.

Specifically, the Director:

- Chairs the Board and the Summer Meetings, summons the Extraordinary Board Meetings, and sets the agenda of all meetings;
- Prepares the minutes of the Board Meetings and oversees the implementation of the decisions made therein;
- Prepares the work of the Joint Selection Committee and may replace the EM coordinator in chairing it;
- Decides on the allocation of students between term universities, taking into account the preferences of the former and the capacity of the latter, as well as the recommendations by the EM Coordinator;
- Collects information on students' performance from the Partners;
- Manages the evaluation of the students' theses, including the appointment of external examiners and, if necessary, of third examiners;
- Prepares the students' rankings and recommends graduations, failures, and honours to the Board;
- Issues warnings for students' misbehaviour and, if necessary, sanctions that must be ratified by the Board;
- Collects and manages the applications to the EMLE;

- Collects the tuition fees from the EMLE students not receiving an EM scholarship;
- Keeps the records of EMLE graduates and their performance in the programme;
- Issues the EMLE transcripts for the Graduation Ceremony and upon students' request;
- Implements the strategies as to the marketing of EMLE, networking among students, and the relationship with the labour market;
- Maintains the EMLE website ([www.emle.org](http://www.emle.org)), making sure that it always provides updated information about the Programme from the academic, financial, and administrative point of view;
- Prepares the Academic Calendar for approval by the Board in February;
- Manages the transfer to the Partners of their share of the fee income received by the EMLE Coordinating Centre;
- Manages the Common Activities Fund, reporting to the Board about its past and future use;
- Reports to the Board on the yearly EMLE income and on its trends, with a view to the Programme's financial sustainability;
- If necessary, formulates proposals on the use of the Sustainability Reserve Fund;
- Formulates proposals on any issue, other than those reserved to the EM coordinator, to be decided by the Board;
- Promptly informs the EM Coordinator of any issue coming to his/her attention, which has a bearing on the responsibilities of the former;
- Can avail him/herself of the EMLE Coordinating Centre staff in performing any of his/her duties, under his/her responsibility. He/she can delegate specific tasks to other persons, or to special purpose committees, subject to the Board approval;
- Is responsible of any other executive matter that has not been assigned, by the Board or by this Agreement, to a different authority.

### 3. *Erasmus Mundus Coordinator*

The Board appoints one of its members as the EM Coordinator. As the EM coordinator exclusively represents the Consortium in the relationship with the European Commission, his/her tenure corresponds with each period of EM recognition/funding. With the decision to apply for any Erasmus Mundus programme, and conditional on the application being accepted, the Board confers upon the EM Coordinator all the functions concerning the Erasmus Mundus status of the Programme. The university to which the EM Coordinator is affiliated shall be the 'Erasmus Mundus Coordinating Centre'.

The EM Coordinator and the EM Coordinating Centre are exclusively responsible for dealing with the Consortium's rights and obligations depending on the EM status of the Programme. The Consortium's legal representation in all contacts with the European Commission is reserved to the EM Coordinator or, when applicable, to the legal authorities of the EM Coordinating Centre, so long as this does not interfere with the tasks reserved to the EMLE Director.

For the first four academic years of validity of this Agreement, the Erasmus Mundus Coordinating Centre shall be Rotterdam. This coincides with the duration of the funding by the European Commission under the Erasmus+: EMJMD programme. The EM Coordinator can be re-elected in view of further applications for EM funding.

Specifically, the EM Coordinator:

- Concludes, through the legal authorities of the EM Coordinating Centre, the relevant contracts with the European Commission;
- Reports to the Board on the developments of the EM recognition, the consequences for the Programme, and proposes the actions to be taken;
- Oversees the Programme's compliance with the EM regulations and with the related guidelines/recommendations of the European Commission;
- Reports to the European Commission about the implementation of EMLE as an EMJMD Programme, according to the European regulations and the contractual obligations undertaken on behalf of the Consortium;
- Manages all communications and participates in all meetings with the European Commission on behalf of the Consortium;
- Forwards to the European Commission the requests of the Board;
- Can ask anytime the Partners to exchange information or otherwise cooperate with the EM Coordinating Centre in order to comply with the EM requirements;
- Monitors compliance of the EMLE communication (especially the EMLE Website) with the EM requirements, and can ask the Director to implement the necessary changes;
- Updates the pages of the EMLE Website relating to the EM scholarships and to the application by Non-European students;
- Chairs the Joint Selection Committee so long as it decides on nominations for EM scholarship;
- Provides the Director with recommendations on students' allocations between term universities in order to ensure compliance with the EM mobility requirements;
- Manages the EM scholarship schemes for students and visiting scholars;
- In cooperation with the Director, deals with misbehaviour of EM students that may lead to termination of their scholarship;
- Advises the Director on the applicants requesting an EM scholarship
- Manages the applications from the visiting scholars and appoints them;
- Collects the tuition fees from the students receiving an EM scholarship;
- Manages the transfer to the Partners of their share of the fee income received by the EM Coordinating Centre;
- Manages all the other payments to the Partners, students, and scholars depending on EM funding;
- Promptly informs the Director of any issue coming to his/her attention, which has a bearing on the responsibilities of the former;
- Can avail him/herself of the EM Coordinating Centre staff in performing any of his/her duties, under his/her responsibility. He/she can delegate specific tasks to other persons, or to special purpose committees, subject to the Board approval;
- Represents the Consortium in all international networks promoting coordination of European education (e.g. the European University Association) and in the relationships with Non-European universities or networks thereof concerning EM visiting scholarships;
- Formulates proposals to the Board on new applications for external funding or for participation in/affiliation with networks of international education, within or outside the Erasmus Mundus programme.

#### *4. Local Coordinators*

Each Partner appoints a Local Coordinator from its teaching staff. Local Coordinators shall represent the Partners on the Board and shall ensure that the organization of teaching and the students' facilities at their university are in line with the decisions taken by the Board. Local Coordinators are responsible for the implementation of this

Agreement by the Partner they represent. They shall support the Director and the EM Coordinator in carrying out their duties. Local Coordinators shall cooperate and communicate with each other on a regular basis, and shall do so immediately when requested by the Director and/or the EM Coordinator. It is agreed that email correspondence shall be the standard means of communication within the Consortium.

Local Coordinators may delegate their tasks to another member of the Partner's staff. The delegation shall be notified to the Director who shall promptly inform, in turn, the other Local Coordinators.

#### *6. The Joint Selection Committee*

The Joint selection committee shall oversee the application for the EMLE program and the eligibility of applicants for the programme and Erasmus+ scholarships. The JSC convenes every year in February or March to approve the ranking of applicants, based on the recommendations by the reviewers, and to decide which students will be invited to apply or will be rejected. It will also approve the ranking of potential Erasmus+ scholarship holders and the waiting list for scholarship holders.

#### *7. The Quality Assurance Committee*

The Quality Assurance Committee is headed by the Quality Assurance Director and is comprised of the Quality Assurance Director (academic affairs) and the Student Support Director (non-academic affairs) with the role of discussing quality assurance issues with all involved stakeholders. The outcome of these meetings are presented to the Board in one of the regular Board Meetings in February or September.

#### *8. EMLE Advisory Committee*

The Board shall appoint to the EMLE Advisory Committee the representatives of the AMs who have declared their interest in joining. The Board's decision shall be notified to the AMs by the Director.

The EMLE Advisory Committee

- Shall allow any of its members at any time to provide feedback on the contents of EMLE courses and thesis topics based on how they relate to their professional needs. The QA Committee informs the members of the Advisory Committee on the contents of the Programme and on the yearly reports on QA, collects the feedback, and reports them to the next Board or Teachers meeting;
- Shall provide, upon invitation by the Director, suggestions on topic areas for the Master theses, which are relevant for the AMs, may be related to the offer of short internships to the students, or include proposals of co-supervision. Suggestions shall be collected by the Director and circulated among the Partners before the Thesis Meeting held on the Midterm Meeting (MTM). The final decision on the students' thesis topics rests exclusively with the Board;
- Shall advise the Board, upon invitation by the QA Committee, on the contents of the Master course. To this purpose, the members of the Advisory Committee shall either send separate emails to the person designated by the QA Committee one week before the date scheduled for the MTM or present their views in person at the following Board meeting. This procedure shall be activated biannually;
- Shall be notified bi-annually by the Director of the Board decisions on its feedback.

#### *9. The EMLE Ombudsman*

The Ombudsman is elected by the Board and reports to the Board during the Board meetings. Unsettled issues shall be referred back to the Director or to the EM Coordinator, depending on their responsibilities in representing the Consortium. The



Board shall be kept informed of the progress of any complaint referred to the Ombudsman and the Ombudsman's decisions shall be subject to the approval of the Board.

In any event of conflict of interest or unavailability of the appointed Ombudsman, the Director may appoint an ad-hoc Ombudsman.

#### *10. The EMLE Examination Board*

The EMLE Examination Board contains one member per EMLE partner that has to be different from the local coordinator. It is chaired by the head of the examination board, which is also a member of the examination board of the EMLE Coordinating Centre. In order to comply with the requirements of the EMLE Coordinating Centre and with the Erasmus+ standards, the examination board convenes every year in October in the EMLE deliberation meeting. The Examination board decides on the final grades, ranking of students, distinctions, awards and the students failing the programme.

### **D. Educational Responsibilities**

The Partners shall cooperate to achieve the goals of the Programme and to keep the structure, the quality and the outcomes of EMLE education in line with the standards set forth in Section A of this Agreement.

To this purpose, the Partners undertake the following. They shall:

- Appoint one member of the teaching staff as Local Coordinator bearing responsibility for the Partner's obligations arising from this Agreement;
- Appoint one member of the teaching staff as representative in the EMLE Examination Board;
- Maintain a minimum staff of four qualified teachers when they offer courses in the first or in the second term;
- Maintain a minimum staff of two qualified teachers when they offer courses in the third term;
- Have at least one part-time administrative assistant for the EMLE;
- Offer courses and thesis supervision according to the term and specialization structure referred to in this Agreement and to their role therein;
- Communicate to the Director their specific dates in the Academic Calendar before the end of January of the year preceding the relevant academic year;
- Comply with the decisions of the Board concerning course coordination and how to address the feedback of students and of other stakeholders;
- Constantly monitor the quality of education and report potential problems to the Director or, if necessary, to the Board;
- Provide the students with all the facilities and the learning support described in this Agreement;
- manage all communications with the students timely, concerning their activities during the term(s) spent at their university;
- Guarantee availability of the teachers via email and/or in office hours;
- Provide each graduating student who spent one or two terms at their university with a legally recognized diploma and a diploma supplement in line with the national regulations, as specified in this Agreement;
- Liaise with actual and potential Associated Members established at the local level;
- After adequate warning, report to the Director any serious problem with the students;

- After adequate warning, report to the EM coordinator any serious problem with the students or the visiting scholars receiving an EM grant;
- Regularly attend the Board Meetings and, when applicable, the Teachers Meetings.

## **E. Programme Management**

### *1. Selection of Visiting Scholars*

Applications by visiting scholars are received by the EM Coordinating University. To this purpose, all the Partners shall liaise with eligible prospective visitors and encourage them to apply to the EM coordinator. Based on the selection procedure below, on the needs and the funds available, the EM Coordinator shall invite the selected visiting scholars and timely inform the European Commission about the periods and the locations of their visits.

The selection procedure is as follows:

The Local Coordinator writes the EMLE Director a proposal for a visiting scholar, which describes how the proposed visiting scholar fits the following EM requirements:

- Outstanding academic and/or professional profile of the visiting scholar
- Involvement must bring added value to the specific student intake, namely:
  - Student-centred teaching (in one or more specific EMLE courses)
  - Research activities involving the EMLE students
  - Master thesis supervision

The scholar is appointed by the EM Coordinator. The Board has to approve the proposal, either remotely or at the semi-annual meetings. Approval may be retroactive.

### *2. Selection of Students*

The Partners agree on the following admission criteria to the EMLE as a graduate Programme:

- Students can participate in the EMLE when they have obtained the first job qualifying degree in the field(s) of their previous studies, according to the regulations of the country where they have obtained their degree(s);
- Students qualify for EMLE when they hold the required degree in law or in economics. Other degrees in social or political sciences qualify so long as a substantial component of law and/or economics is included in the curriculum. Students need also to document their English proficiency for being admitted. Required test-scores and accepted tests are published on the EMLE website.

Students' application to the EMLE shall be organized as follows:

- All students apply to the EMLE Coordinating Centre;
- Applications are handled through an Online Application Form accessible from the EMLE website;
- The deadline for application for all students is to be decided by the Board every year.

The Partners undertake that detailed information on the application procedure and the documents required shall be posted on the EMLE website at least four months before the deadline. Shorter notice is possible under exceptional circumstances (e.g. uncertainty about partners or scholarships) provided that prospective students are

adequately informed. With regard to the number of scholarships available, detailed information shall be posted conditional on the communications being received from the European Commission.

Students eligible for participating in the EMLE shall be selected by the Joint Selection Committee (JSC). Each Partner participates in the JSC with one member. The JSC selects and ranks European and Non-European students separately, both according to the following procedure:

- a. Pre-selection – Every application is assessed independently by two members of the JSC or two independent reviewers appointed by the Board, based on the affinity of the candidate with EAL. Based on the reviewers' grades, this stage pre-selects a maximum number of applications determined by the Board.
- b. Selection and Ranking – The pre-selected applications are reviewed by the plenary JSC. The final decision on the admission and ranking of students is based on the joint assessment of the selection criteria illustrated below. Applicants will be admitted in order of their ranking by the JSC.

<i>Selection Criterion</i>	<i>Relative weight</i>
Quality of the university career, including duration, number and quality of the degrees obtained, academic credentials and academic performance	40%
Quality of the motivation letter	25%
Affinity of the previous studies with the objectives of the Master Programme	25%
Reference letters	10%

The quality of the highest-ranking prospective students may be assessed by way of one-to-one interviews with a JSC member or a reviewer, if the JSC so decides. The grades and the ranking of the applicants may be corrected upwards or downwards as a result of such interviews. Based on the guidelines received from the European Commission, the highest-ranking students who fulfil the relevant geographic distribution criteria are nominated for the EM scholarships. The EM Coordinator is responsible for the communications with the European Commission.

The EMLE coordinating centre shall inform all the students on admission, with or without a scholarship, with or without a fee-waiver, within four weeks after the final selection decisions has been made by the JSC.

The JSC shall meet at least once a year for selecting and ranking all students. The Partners agree that the meetings of the JSC may be held remotely. The minutes of the JSC are prepared by the Chairman of each meeting. They shall be approved via email or in person by all members of the JSC before communicating the selection results to applicants.

### 3. *Enrolment of Students*

Regarding the enrolment of EMLE students, the Partners agree on the following:

- All students shall be enrolled centrally by the EMLE Coordinating Centre after the payment of the first instalment of the tuition fee (if applicable) and within the first week of the first term;
- In addition, every EMLE student shall be enrolled locally by each Partner University where he/she spends one term within one week after his/her arrival. Different arrangements – for instance, registration of all the students at sev-

eral partner universities – may be made in order to support the EMLE Joint Degree.

#### 4. Examination Criteria

The Partners agree on the following examination criteria for EMLE students.

For obtaining the degree, students must satisfy the following requirements:

- Twelve term exams must be taken during the Programme. Each exam is graded on a scale from 0 to 10 points and is passed with at least 5 points. Students must pass all exams. Students who fail at first attempt may repeat the exam twice;
- A thesis must be written according to the EMLE regulations and accepted by two examiners, including the supervisor. Each examiner shall grade the thesis on a scale from 0 to 30 points. The thesis is accepted when it scores at least 30 points in total;
- Students need to earn at least 90 out of the maximum 180 points (120 coursework + 60 master thesis) available in the Programme. The final result is expressed as a grade on a scale from 0 to 10. Whereas exam grades are only displayed as half or full grades (rounded to one digit), the final overall grade of students is displayed on a scale from 0-10 with two digits after the comma.

Exam results obtained at any term university are fully recognized by all the Partners of the Consortium. To this purpose, the Consortium adopts the European Credit Transfer System (ECTS) as reported in the Model Student Agreement in Annex IV, which is part of the present Agreement. The final ranking and the decision whether a student has graduated from the EMLE shall be made by the Examination Board. The Examination Board is regulated by Annex VII of this Agreement.

The Partners agree on the specific EMLE 'Exam and Thesis Regulations' reported in Annex V.

#### 5. Diplomas

The Partners shall award the following, legally recognized Master degrees to every student graduating from the EMLE who has spent at least one term at their university. The Partners shall ensure that the legal conditions for accreditation/recognition of their participation in the Programme, as well as for the award of the following degrees to graduating students, are maintained for the entire validity of the present Agreement.

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

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

In addition, the Partners shall provide every student graduating from the EMLE who has spent at least one term at their university with a Diploma Supplement ('DS') following the model developed by the European Commission, the Council of Europe and the UNESCO/CEPES.

Final degrees obtained by EMLE students will include one EMLE Joint Degree for Ghent, Rotterdam and Hamburg, and additional single degrees for the remaining Partners. As far as national legislations of the relevant EU countries will make this possible, other partners will join the Joint Degree of these three Universities. The Joint Degree is accompanied by a Joint Diploma Supplement (DS) issued for the three JD issuing Partners. Every other Partner will issue additional individual DS until they can join the EMLE JD and DS. The EMLE Joint Degree is regulated by the Special Agreement in Annex VIII.

All transcripts and certifications (apart from the national diplomas from the single partner universities) of students' performance in the EMLE shall be issued by the EMLE Coordinating Centre.

#### 6. *Graduation Ceremony and Mid-Term Meeting*

In a session held in October, the Examination Board shall decide on the graduation and ranking of students of the past academic year. The Examination Board also decides on how many and which students graduate *cum laude* and it awards the prize for the best thesis <sup>(2)</sup>. The results shall be communicated by the Director to both successful and unsuccessful students before the end of October. Graduating students shall normally receive their diplomas and DS at the Graduation Ceremony held at the Mid-Term Meeting in February of the following year. Students may request a statement by the Director, regarding their graduation, or that their diplomas and DS be mailed to them, at their expenses, before the Graduation Ceremony.

The Partners undertake that once per year the students and the teachers of all EMLE mobility tracks shall meet up. Since the establishment of the EMLE, this occasion is the Mid-Term Meeting ('MTM') held in mid-February in one of the locations (or in one location sufficiently near to) where the students spend their second term. The Mid-Term Meeting shall host the Graduation Ceremony of the students of the past academic year.

The MTM shall concentrate the main annual events of the Programme and it shall be organized as follows. The MTM shall:

- Take place every year in a different location, rotating among the second term partners;
- Occur on specific dates in mid-February decided every year by the Board with the Academic Calendar;
- Be organized under the responsibility of the hosting Partner, with full cooperation by the other Partners;
- Have travel and accommodation for all the EMLE students of the current year arranged and paid for;
- Include the following:
  - a. The Graduation Ceremony of past year's students;
  - b. The presentation of the past year's Best Thesis;
  - c. An Academic Workshop in Law and Economics;

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<sup>2</sup> The prize for the best thesis shall consist of an amount of cash, yearly determined by the Board, and of the invitation to the next Mid-Term Meeting, where the thesis shall be presented by the prizewinner.

- d. An EMLE Alumni Event;
  - e. A Work Placement Event with invited representatives of the EMLE Associated Members;
  - f. A Thesis Meeting between the current students and their prospective supervisors in the third term;
  - g. A Meeting of Student Representatives with the Quality Assurance Officer;
- Host an EMLE formal dinner where all the participants in the MTM (students, teachers, graduates, alumni, academics, representatives of the Associated Members) are invited;
  - Be financed by the Common Activity Fund;
  - Be followed by a Board Meeting.

The Partners responsible for the organization of the MTM (rotating, see above) undertake that detailed information on the events included shall be timely posted on the EMLE website and communicated well in advance to the students, graduates, and alumni as well as to the Associated Members. To this purpose, they cooperate with the EMLE Coordinating Centre and the EM Coordinating Centre. The Partners agree on the importance of encouraging participation of graduates, alumni, academics and representatives of Associated Members in the MTM in order to promote the networking potential of EMLE and its connections with both the academic world and the labour market. In cooperation with the Director and with the Partners maintaining relationships with the Associated Members at the local level, the Partners responsible for the organization of the MTM shall seek personal and financial involvement of the Associated Members in the Work Placement Event.

Every Local Coordinator shall attend the MTM, preferably with additional members of their staff. It is understood that travelling and accommodation expenses of the EMLE teaching and academic staff to the MTM shall be borne by the Partners.

## **F. Financial Management**

### *1. Tuition Fees*

The Consortium and its Partners shall not charge the students any participation costs except for the EMLE tuition fee. The tuition fee is € 9.500 for Partner Country students and € 5.500 for Programme Country students. In addition, the Consortium shall grant a partial tuition fee waiver of € 3.000 to a maximum of four highest ranked Programme country students and of € 4.000 to a maximum of twelve highest-ranked Partner Country students who do not receive an EM scholarship. The Board may consider varying the fee levels based on observation of students' demand from both European and Non-European countries.

Tuition fees are collected centrally by the EMLE Coordinating Centre. For all students with an EM grant, the maximum tuition fee that is allowed by the regulations under E+ EMJMD will be deducted from the payment of their scholarships.

From every student not receiving an EM scholarship, the tuition fees shall be collected in two instalments. The first € 500 shall be paid upon acceptance of admission (within four weeks after this has been communicated to the student) and it is not refundable. The reminder shall be paid by July of the year of enrolment.

### *2. Income Distribution*

The Partners undertake that the fee income shall be distributed among them in the following manner:

- Out of every tuition fee, € 500 is allocated to the Common Activity Fund, which is used to finance the common activities of the Programme, such as the organization of the Mid-Term Meeting (including transportation and accommodation of the participating students), the maintenance of the EMLE website, and the advertising of the EMLE;
- Out of the remaining tuition fee income, the EMLE Coordination Centre (currently Rotterdam) receives a fixed amount of € 40.000 to cover its administration costs; moreover, Hamburg receives € 8.000 to cover the management of Erasmus Mobility Grants;<sup>3</sup>
- Subsequently, each of the Partner Universities receives an amount of € 1.000 to partially cover their fixed costs;
- Each third term university receives € 650 per student attending the university for thesis supervision;
- Haifa and Mumbai receive € 2.000 each to cover the higher travel costs;
- In addition, for reasons of sustainability, out of their share: Aix/Marseille will transfer € 2000 to Ghent and Warsaw will transfer € 2000 to Haifa every year; these transfers will be included in the transfers made by the EMLE Coordination Centre;
- The remainder of the net income is distributed among the partners according to a sharing rule based on the teaching load of the partner universities. The overall teaching load is divided into 38 units. Each partner receives the commensurate share of the total teaching load as detailed below:

	<b>Units</b>	<b>Share</b>	<b>Share (in %)</b>
Hamburg	9	9/38	23,70
Rotterdam	8	8/38	21,04
Haifa	4,5	4,5/38	11,85
Ghent	4,5	4,5/38	11,85
Prague	2	2/38	5,26
Aix-Marseille	2	2/38	5,26
Rome	2	2/38	5,26
Mumbai	2	2/38	5,26
Warsaw	2	2/38	5,26
Vienna	2	2/38	5,26
<b>Total</b>	<b>38</b>	<b>38/38</b>	<b>100 %</b>

In addition, the Partners agree that out of the annual EM contribution to the EMLE coordination costs (€ 50.000) an amount of € 30.000 shall be used by the Coordinating Centre and the remaining amount of € 20.000 will be used for: 1. As requested by the Erasmus+ rules, hosting at least four (4) Visiting Scholars for a two weeks stay at one of the partner universities, for which the Visiting Scholar will normally receive € 2.400 (€ 1.200 per week); 2. Hosting more Visiting Scholars, or paying higher amounts in order to attract particular Visiting Scholars. The Board may decide to use these funds for other valuable EMLE management activities, upon a proposal by the Director.

The Partners agree that, based on the experience of recent years and the reasonable projections of students' enrolment for the upcoming years, the above sharing rules shall guarantee the financial sustainability of the Consortium. The Board may

<sup>3</sup> These grants are independent from Erasmus+ EMJMD scholarships and only applicable to students spending a term at Hamburg University.

agree unanimously to alter the income sharing rule in order to guarantee the financial sustainability of particular partners and/or particular EMLE activities.

### *3. Payments to the Partners*

The Coordinating University shall transfer every year to the Partners the appropriate amounts of money based on the sharing rules as agreed by the Board. The Partners agree that the final calculations – to be agreed by the Board – are based on the number of students participating in the first-term exams. Accordingly, the payments to the Partners shall be executed as soon as possible after the Board Meeting in mid-February.

### *4. Payment of Scholarships*

The payments of EM grants shall be managed by the EM Coordinating University according to the rules specified below.

The payment of the EM scholarships to the students shall be based on a Scholarship Agreement concluded between the EM Coordinating University and each grant-receiving student. The Model Scholarship Agreement reported in Annex VI is part of the present Agreement. When applicable, the Scholarship Agreement shall be part of the Student Agreement concluded with the Consortium. Grant-receiving students shall agree that the EM Coordinating University deducts from the scholarship the tuition fee of € 9.000 or € 5.000, respectively for Partner Country and Programme Country students. Students shall also agree that the remainder of the scholarship is paid according to the Erasmus+/EM regulations.

Payment of EM grants to visiting scholars are executed by the EM Coordinating University once the grantee has arrived to the host university, conditional on the funds being made available by the European Commission and according to the Erasmus+/EM regulations.

## **G. Quality Assurance**

### *1. Internal Quality Assurance*

All Partners shall have in place internal evaluation procedures for their teaching staff (e.g. annual job performance interviews, reports, student questionnaires, scientific output evaluation). In addition, the Partners agree on the following special procedures and instruments to ensure the quality of the Programme.

- In each first and second term, students shall choose two representatives who can convey any point of criticism to the Quality Assurance (QA) Committee. The QA Committee is comprised of the Quality Assurance Director (chair) and the Student Support Director. The Committee collects and discusses complaints, criticism and suggestions from the students' representatives. The members of the QA committee shall meet in person with all student representatives during the Mid-Term Meeting and present the issues raised in the following Board Meeting.
- After every exam, students shall fill out anonymous questionnaires regarding the contents of the courses, the quality of the teaching, and the practical organization of the Programme. The results of the questionnaires shall be carefully analysed by the QA Officer and presented in the Board Meeting of February and in the Teachers Meeting of June. If problems are reported, includ-



ing logistics (e.g. accommodation, access to study facilities), possible solutions shall be discussed and scheduled for implementation by the Student Support Director and/or the Quality Assurance Director.

- With respect to grades, the Director shall monitor the consistency and comparability of the average marks and marks distributions among different Partners, in order to ensure that there are no significant differences. The thesis shall be graded both by the supervisor and by an external examiner; in case of substantial disagreement, a third examiner shall be consulted.
- In the Summer Meeting, the contents of the courses offered in the first two terms shall be discussed with a view to continuously improving coordination of the common courses.

## *2. External Quality Assurance*

The Partners shall be individually responsible for the quality of their education, according to the principles, rules and procedures established by their national regulations. The partners shall maintain the QA conditions for their participation in the EMLE and the award of the legally recognized degree therein for the entire duration of this Agreement. This includes undergoing all accreditations, inspections, reporting, quality controls required by the Partners' national legislation. The outcomes of the above-mentioned procedures, as well as potential problems with them, shall be reported to the Director and to the EM Coordinator without delay.

The Consortium shall rely on the EMLE Advisory Committee for the overall quality assessment of the Programme, according to the procedures set forth in this Agreement.

The EM Coordinator may decide to submit the Programme for evaluation by external Agencies for Quality Assurance. This decision shall be endorsed by the Board. All the Partners shall cooperate with the EM Coordinator in performing this exercise.

## *3. Ombudsman*

The Consortium establishes an EMLE Ombudsman for settling complaints filed by the students. The Ombudsman is appointed by the Board. Before addressing the Ombudsman, students should first contact the Local Coordinator, the EMLE Management Team and then the Director. The Ombudsman shall not be competent to hear complaints regarding:

- The EM scholarships, which must be addressed exclusively to the EM coordinator;
- The application and selection procedures, which must be exclusively addressed to the Director.

The Ombudsman reports to the Board on a regular basis. Unsettled issues shall be referred back to the Director or to the EM Coordinator, depending on their responsibilities in representing the Consortium. The Board shall be kept informed of the progress of any complaint referred to the Ombudsman and the Ombudsman's decisions shall be subject to the approval of the Board.

In any event of conflict of interest, the Ombudsman is replaced by the Director; the Director is replaced by the EM Coordinator; the EM Coordinator is replaced by the Director. In case the Director and the EM Coordinator is the same person, then he will be replaced by one of the local coordinators, to be designated by the Board.

## H. Services for Students and Scholars

### 1. Facilities and Insurance

- The Partners shall handle, through their International Offices or comparable departments at the faculty/university level, the visa and residence permit requirements for the EMLE students and the visiting scholars. Students and scholars shall be contacted in due time to submit the necessary documents.
- The Partners shall assist students and scholars in finding suitable accommodation for them, and if necessary, for their family during the period of their stay
- The Partners shall supply students and scholars, no later than the day of their arrival, with information on every issue relevant for their stay.
- Each EMLE student shall receive a student card by every term university and be entitled to the same services and facilities as the other students enrolled by the Partner. The Partners agree that a welcome meeting shall be organized at the beginning of each term.
- Visiting scholars shall receive office space and access to the same teaching/research facilities available to the Partners' staff.
- Local Coordinators shall be responsible for providing to students and scholars with special needs/disabilities the necessary assistance. Local Coordinators shall also assist students and scholars in arranging medical services, when needed.
- The EM Coordinating Centre shall arrange insurance coverage for all students receiving an EM scholarship. The minimum requirements for student insurances as given by the EACEA for EMJMD programs will be followed. The costs thereof shall be borne by the Consortium. The EM insurance package shall cover medical expenses, accidents, extra costs/emergency assistance, legal liability, legal assistance and personal possessions. This insurance package shall be offered on the same terms to all other students, who have to bear its costs unless they prefer to make different arrangements on their own.

### 2. Language Policy

The Partners agree on the following language policy as a way to combine efficiency of instruction in English with learning and practice of other European languages.

- All courses and examinations shall be taken in English, which shall be the common language of instruction. Prospective students shall be adequately informed about this and asked to provide objective evidence of English proficiency as a condition for being enrolled.
- The Master thesis may be written in English or in the language of the European country where the student spends the third term. This is allowed when the language is not the student's mother tongue and both a supervisor and an external examiner are available to evaluate the thesis in this fashion.
- Students shall be offered language courses by each European Partner involved in their study programme, according to the following guidelines:
  - Language courses shall be integrated in the term schedules of the EMLE lectures, in order to avoid overlaps with the Master courses;
  - The number of classes shall be commensurate to the load of the term coursework;
  - Language courses shall be offered free of charge by each Partner University, unless the Board decides otherwise for reasons of sustainability;

- Upon completion of each language course, the students shall receive a certificate of attendance;
- The Partners undertake that the following language courses shall be offered:

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

### 3. *Student and Scholarship Agreements*

Before enrolment, a Scholarship Agreement based on the Model in Annex VI shall be concluded between the students receiving an EM scholarship and the EM Coordinating Centre. A Student Agreement based on the Model in Annex IV shall be concluded, on behalf of the Consortium, between every student and the Local Coordinator of his/her first-term university within one week after the student's arrival. When applicable, a copy of the Scholarship Agreement shall be attached to the Student Agreement. The EMLE Exam and Thesis Regulations (Annex V) shall be part of both agreements and shall be attached to them. The conclusion of the Student Agreement shall be a condition for finalizing enrolment in the EMLE. The conclusion of the Scholarship Agreement shall be a condition for the payment of EM scholarships. The Models of Student Agreement and Scholarship Agreement shall be posted on the EMLE website, in order for prospective students to be aware of their contents. Any further regulations of Partner Universities shall be binding on the EMLE students on condition that they are promptly communicated to them.

### 4. *Networking and Alumni*

The Consortium acknowledges the importance of promoting the activities of the EMLE Alumni in order to enhance the networking potential of current, past and prospective students in the Programme, both in their mutual relationships and in those with the labour market. Accordingly, the Partners agree on the following:

- The Board shall set the strategic guidelines for enhancing the activities of the EMLE Alumni;
- The EM Coordinating University, in cooperation with the EMLE Coordinating Centre, shall engage in reaching out to past EMLE students, with the double purpose of encouraging them to join the Alumni activities and of allowing the Consortium to monitor their career development;
- The Board shall confer upon the EMLE Coordinating Centre or the EM Coordinating Centre, for periods of at least two years and according to its guidelines, the responsibility of stimulating networking between EMLE Alumni;
- For the same periods, the Board shall determine the amount of EMLE financial resources committed to tracing the Alumni and promoting their activities;
- The members of the teaching staff at any Partner Universities, who have studied in the EMLE, shall be available for joining the organization of an EMLE Alumni Association in order to keep it active and connected with the Programme;
- The Partners responsible for the organization of the MTM shall make reasonable efforts to involve the EMLE Alumni in its events;

- The EM Coordinating University shall be exclusively responsible for connecting the EMLE Alumni with the EM Alumni Association (EMA) sponsored by the European Commission.

## **I. Relationship with Stakeholders**

Following the Guidelines for the second and third edition of Erasmus Mundus, the Consortium shall frame the extensive web of relations with Law and Economics stakeholders entertained by its Partners as Associated Members/ Associate Partners of the EMLE. Associated Members ('AMs') / Associate Partners ('APs') shall include local and international law firms, NGOs active in various fields of EAL, private companies, public bodies and any other academic and/or professional stakeholder that can contribute to the development of the Programme and of the career of its students, graduates, and Alumni.

For the purpose of this Agreement, Associated Members ('AMs') and Associate Partners ('APs') are used interchangeably.

The decision to appoint eligible institutions as AMs is made by the Board, based on the recommendations/invitations by the Director. The appointment of new AMs shall be promptly communicated to the European Commission by the EM Coordinator, who is responsible of notifying the European Commission of any change in Associated Memberships. The Partners are encouraged to submit to the Director valuable nominations for new Associated Memberships.

The AMs shall be invited to interact with the EMLE in four separate, but complementary, capacities: 1. Advice on the EMLE contents; 2. Participation in the training; 3. Work Placements and Internships; 4. Financial Contributions.

### *1. Involvement of Associated Members in the EMLE training*

All Partners welcome invited lecturers having both an academic background and a career in the relevant industries – such as competition lawyers, members of political think tanks, civil servants, bankers and insurers – in their EMLE courses. The Partners are encouraged to involve in the EMLE training representatives of the AMs working in fields closely connected with each term's coursework, through invited lectures or seminars.

The Board shall collect from AMs suggestions on topic areas for the Master theses. After careful consideration, these suggestions may be brought to the attention of the students for the choice of the EAL subject for their Master thesis, in coordination with potential supervisors. If the final choice, upheld by the Board, matches the interest of the relevant AM, a representative of the latter may be invited by the Director to provide co-supervision. This procedure may be combined with a short internship offered by the relevant AM.

### *2. Internships and Work Placements*

The Partners undertake that EMLE students, graduates, and alumni shall be able to appreciate both the academic importance and the practical relevance of the economic approach to law. The AMs shall be specifically involved in developing connections of EMLE students, graduates, and alumni with the labour market by participating in the Mid-Term Meeting. Every year, the MTM shall host a session entirely de-

voted to work placements, in which students and graduates shall have an opportunity to meet with potential employers while the latter shall be in the position to present their recruitment policies. The involvement of AMs and of their representatives in the MTM, as well as the organization of the Work Placement Event therein, shall be primary responsibility of the Partner designated for organizing the MTM. All other Partners shall provide their support.

The Partners acknowledge that the EMLE - being a one-year, full-time programme - gives students limited possibilities to engage in a professional experience during the coursework. However, it is agreed that:

- Students can profitably combine short internships with a coordinated project of writing the Master thesis;
- Students can be offered internship that start after having completed their Master thesis or the study programme altogether.
- Students might take an internship in between the submission of the thesis in mid-August and 1 October. The internship may be mentioned in the Diploma Supplement without attribution of grades / ECTS.

Every year, before the MTM, the Director shall collect from AMs information on the internships they may be willing to offer to the EMLE students or graduates, and on which terms. All Partners shall cooperate in this process by liaising with the AMs at the local level, and informing the Director of the outcomes. The information on available internships shall be promptly passed on to the students and graduates through the Partners and the Alumni networks. Agreements on the internships shall be normally concluded at the MTM and be sanctioned by the following Board.

### *3. Financial Contributions*

Every year the Director and the Partners responsible for the organization of the MTM shall seek financial support from the AMs either for the organization of the MTM, for sponsoring internships, or for both. The Consortium shall explore further possibilities to raise funds from AMs for the benefit of EMLE students after this form of cooperation is effectively set in motion.

## **J. Modification**

The Board shall have the right to update and to amend this Agreement without detriment to students enrolled in the programme, when this is necessary for the sustainable development of the Programme. For implementing any modification, which has not been already accounted for in the present Agreement, the following procedure shall apply:

1. The Board shall make the decision to amend this Agreement, preferably by unanimous consent;
2. The Director shall circulate among the Local Coordinators the text of the amendment decided by the Board;
3. The Local Coordinators shall seek formal endorsement of the amendment, which shall be signed by the Partners' legal representatives;
4. The Director shall collect the formal endorsements by each Partner;
5. The amendment may only become effective if it was endorsed by all the Partners.

During one period of Erasmus Mundus/Erasmus+ funding based on a contract between the European Commission and the EMLE Consortium, the following additional

conditions shall hold for any non-minor modification of the present Agreement to become effective:

6. The Board decision to amend this Agreement shall be made in concert with the EM Coordinator. The EM Coordinator may deny his/her consent if the proposed amendment is in conflict with the regulations or the guidelines of Erasmus Mundus/Erasmus+;
7. The EM Coordinator shall seek, without delay, approval of the proposed amendment by the European Commission;
8. The European Commission shall formally approve the proposed amendment in the context of an amendment procedure;
9. The effects of the amendment shall be postponed until the academic year, following the approval by the European Commission.

Changes in the contents or in the structure of the Programme as specified in the present Agreement and in its Annexes, other than the regular updating of the contents of the individual courses, shall not be considered minor modifications for the purposes of this Section. When one amendment cannot be formally endorsed by one or more Partners, the Board shall decide whether to withdraw the amendment or to continue the present Agreement without the dissenting Partner(s).

Any change in the composition of the Consortium or in the role of each Partner therein, as specified in the present Agreement and in its Annexes, shall be considered a non-minor modification for the purposes of this Section. However, for the period preceding the application for one round of Erasmus Mundus/Erasmus+ funding, the modification of the EMLE partnership may be approved by the Board also remotely and may be endorsed by the Partners by way of Addendums to this Agreement.

The Partners shall make any reasonable effort to avoid dissolution of the Consortium.

Changes in the Associate Partnerships are considered minor.

All amendments adopted according to the procedure set forth in this Section shall be part of the present Agreement. The Director and the EM Coordinator shall provide the Local Coordinators with the signatures specified in Section N for the records of each Partner.

## **K. Termination**

Save for the event of force majeure, no Partner may terminate the present Agreement unilaterally. This Agreement shall be binding on all Partners for four successive intakes of EMLE students, starting on 1 October 2018 and ending on 30 September 2022. Moreover, this Agreement shall be binding on all Partners for the entire validity of the contractual obligations undertaken by the EM Coordinator with the European Commission, on behalf of the Consortium, under the framework of one round of EM funding, or multiple rounds in case of successful reapplication.

After the end of this Agreement and/or each round of EM funding, the Board shall decide whether to continue with the present Agreement. In the absence, six months before the beginning of the last academic year of validity of this Agreement, of an explicit Board decision or of the intention notified to the Board by one or more Partners to terminate this Agreement, the present Agreement is tacitly prolonged every year for one additional academic year. After the expiration of the Framework Agreement

under each round of EM funding, the conditions set forth in Section J, paragraphs 6 to 9, to amend the present Agreement shall no longer apply.

If the performance of one of the Partners to this Consortium Agreement is unsatisfactory, the EMLE Coordinating Centre or the EM Coordinating Centre shall summon the Partner that does not perform in accordance with the Consortium Agreement to comply with the Consortium Agreement within a reasonable period of time. If the breach of contract is substantial and is not remedied within that period, or is not capable of remedy, the Board may decide to declare the Partner to be a Defaulting Partner and to decide on the consequences thereof, which may include termination of its participation in the Consortium.

Financial Consequences of the termination of the participation of a Partner:

- A Partner leaving the Consortium shall refund all payments it has received in advance back to the Consortium, e.g. any payments made from the Partner Fee Share Fund or EMLE Activity Fund for any activities or services that have not yet been performed. Partner fee shares paid after fulfilled teaching duties or activities ended, will not have to be returned to the Consortium.
- If a Partner is declared a Defaulting Partner due to substantial breach of this Consortium Agreement, the Consortium Coordinator is entitled to propose to the Board to end the cooperation with the Defaulting Party. A Defaulting Party is not allowed to vote.

The Partners undertake to make every reasonable effort to obtain or renew accreditation, whenever that is required by national law. If one of the Partners is not accredited:

- The EM coordinator may decide to exclude the non-accredited Partner from an application for EM funding. However, if the EM funding has been granted, the EM coordinator may consider filing an application for amendment of the framework contract with the European Commission after the Partner has managed to obtain or renew the accreditation.
- The Board may decide to exclude the part of the EMLE education offered by the non-accredited Partner until the accreditation has been obtained or renewed.

#### **L. Personal data of students**

Every Partner 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

Every Partner 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 the administrations of the different Partner universities and between different Partners, whereby the Coordinating university's should mediate between different Partners;
- 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 and immigration services of the different Partner Countries.

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 may therefore not always protect the Students' Personal Data to the same standard as within the European Economic Area, the Partners 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>4</sup>

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.

#### **M. Applicable Law and Competent Court**

This Agreement shall be in every respect understood and operated as an Agreement made in the Netherlands and according to Dutch law. In particular, this Agreement shall be governed by all laws and regulations applicable to university education.

The Partners undertake that they shall make any reasonable effort to settle the conflicts arising from or in connection with this Agreement in an amicable manner. Any disputes, which remain unresolved, shall be heard exclusively by the competent Court in Rotterdam, The Netherlands.

The rules set forth in this Section shall apply to the Scholarship Agreements and to the Student Agreements concluded between the EMLE students and the Consortium according to the present Agreement.

#### **N. Signature and Entry into Force**

The present Agreement shall be signed in ten originals by the legal representative of each Partner of the Consortium. The Local Coordinators bear responsibility towards the Consortium for the validity of the signature of their university's legal representative. Each Local Coordinator shall keep one original for the records of the Partner. Every amendment to this Agreement shall be signed in ten originals by each Partner's legal representative for endorsement. Each Local Coordinator shall retain one original of every Partner's endorsement. The original endorsements shall be attached

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<sup>4</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>



to each original of the present Agreement together with a copy of the European Commission's decision to approve the amendment.

The present Agreement shall come into force from the moment in which the first student's application to the EMLE for the academic year 2018-2019 is received by the Consortium. From that moment, the present Agreement replaces the previous Consortium Agreement (2016) only as far as the student intakes from 2018-2019 onwards are concerned.

This Consortium Agreement Concerning the Implementation of the Programme “European Master in Law and Economics” (EMLE) is made of 26 consecutive pages and of 8 Annexes numbered from I to VIII as reported on page 26.

Signed in ..... on .....

For the           Universität Wien

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Prof. Heinz Faßmann, Vice-Rector for Research and International Affairs

This Consortium Agreement Concerning the Implementation of the Programme “European Master in Law and Economics” (EMLE) is made of 26 consecutive pages and of 8 Annexes numbered from I to VIII as reported on page 26.

Signed in ..... on .....

For the University of Haifa, Haifa, Israel

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Prof. Gustavo S. Mesch, Rector

This Consortium Agreement Concerning the Implementation of the Programme “European Master in Law and Economics” (EMLE) is made of 26 consecutive pages and of 8 Annexes numbered from I to VIII as reported on page 26.

Signed in ..... on .....

For the Warsaw School of Economics, Warsaw, Poland

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Prof. Piotr Wachowiak, Vice-Rector

This Consortium Agreement Concerning the Implementation of the Programme “European Master in Law and Economics” (EMLE) is made of 26 consecutive pages and of 8 Annexes numbered from I to VIII as reported on page 26.

Signed in ..... on .....

For the Indira Gandhi Institute of Development Research (IGIDR), Mumbai,  
India

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Prof. S. Mahendra Dev, Director