

European Master in Law and Economics (EMLE)
Student Agreement
Academic Year 2018-2019

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Preamble

This Agreement sets out the relationship between the Consortium *European Master 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
- 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
- Universidad Pompeu Fabra (UPF), Barcelona, Spain
- Libera Università degli Studi Maria Ss. Assunta di Roma (LUMSA), Rome, Italy

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. These two roles may be combined. 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.

Further organs of the EMLE structure are the Examination Board and the Thesis Committee. The Examination Board decides on the graduation and the ranking of the EMLE students. It is comprised of one member per Partner University. Members of the Examination Board may not be members of the EMLE Board. The Examination Board is appointed by the EMLE Board. It convenes once a year in mid-October to deliberate on the graduations in the previous academic year.

The Thesis Committee reviews the thesis grading and formulates recommendations to the Examination Board on the more contentious cases. The Thesis Committee is comprised by three members and is appointed by the EMLE board every year. The Director chairs the Thesis Committee.

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 EMLE website (www.emle.org) are equally binding on both parties (for exceptions see below):

- EMLE Exam and Thesis Regulations
- EMLE Thesis Writing Guidelines
- Any additional document referred to in this Agreement.

§ 2 Programme Aim

The *European Master 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 September. 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 for this event is arranged and paid for by the Consortium.
- (2) According to the existing capacities:
 - the first term can be spent in Haifa, 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, Barcelona, Hamburg, Mumbai, Rome, Vienna or Warsaw.
- (3) No student may spend all three terms at the same Partner University; Moreover, all the students will have to attend the EMLE at two different European Partners.
- (4) Erasmus+: Erasmus Mundus grant receiving students are not entitled to receive monthly contribution to subsistence costs for periods exceeding three months spent outside European Partners. Such contribution may not be paid, in any event, for periods that are spent at a student's country of residence or outside the EMLE Consortium.
- (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. The final allocation – subject to the granting of motivated reallocation requests during the year – is attached to the student version of this Agreement (SA Annex 1).

§ 5 EMLE Academic Calendar

The Academic Calendar provides the main milestones of the EMLE throughout the academic year and is attached to this Student Agreement (SA Annex 2). Please ask your Host Universities for the exact dates at each term for the academic year. Dates may change slightly due to differences between the EMLE Partner Universities.

§ 6 Programme Extent and Study Subjects

(1) The classes (lectures, courses, tutorials, seminars, examinations, assessments, thesis meetings and any other activities that form part of the Programme) 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 courses during the first term are:

1. Introduction to Law (2 ECTS)
2. Introduction to Microeconomics (2 ECTS)
3. Concepts and Methods of Law and Economics (4 ECTS)
4. Economic Analysis of Public Law (4 ECTS)
5. Economic Analysis of Private Law (8 ECTS)

(3) During the second term, each Partner University provides three compulsory core courses and two courses within their specialization track. The core courses are:

6. Empirical Legal Studies (4 ECTS)
7. Corporate Law and Economics (4 ECTS)
8. Competition Law and Economics (4 ECTS)

The specialization tracks with the corresponding courses are:

EMLE Public and International Track:

9. Economic Analysis of Constitutions (4 ECTS) (Hamburg)
10. Economic Analysis of International Law (4 ECTS) (Hamburg)

EMLE Innovation and Intellectual Property Track:

9. Economic Analysis of Intellectual Property (4 ECTS) (Ghent)
10. Advanced Contract Law and Economics (4 ECTS) (Ghent)

Economic Analysis of Markets, Corporations and Regulators:

9. Markets, Corporation and Regulators Moot Court (4 ECTS) (Rotterdam)
10. Advanced Economics of Regulation (4 ECTS) (Rotterdam)

(4) During the third term, each 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 compulsory specialization courses are:

EMLE Public and International Track:

11. Law and Economics of Development 1 (Foundations) (Mumbai)
12. Law and Economics of Development 2 (Institutions) (Mumbai)
11. European Integration (Hamburg)
12. International Trade & Investment Law (Hamburg)
11. Experimental Approach to Law, Marketing and Regulation (Rome)
12. Better Regulation (Rome)

EMLE Innovation and Intellectual Property Track:

11. Law and Economics of Development 1 (Foundations) (Mumbai)
12. Law and Economics of Development 2 (Institutions) (Mumbai)
11. Competition Law for New Business Models (Aix)
12. Legal Framework for the Digital Economy (Aix)

11. Law and Economics of Innovation (Barcelona)
12. Advanced Course on Intellectual Property (Barcelona)

Economic Analysis of Markets, Corporations and Regulators Track:

11. Cases in Competition Law and Economics (Vienna)
12. Enforcement of Competition Law: Dispute Resolution and Procedure (Vienna)
11. International Corporation Governance (Warsaw)
12. International Financial Markets and Regulators (Warsaw)
11. Experimental Approach to Law, Marketing and Regulation (Rome)
12. Better Regulation (Rome)
11. Competition Law for New Business Models (Aix)
12. Legal Framework for the Digital Economy (Aix)

- (5) Due to the intensity of the coursework, the time for internships during the academic year is limited to the period from submission of the master thesis and the end of September. There is no time limit for internships lasting longer than the end of the Programme. Internships are regulated by special arrangements between students and the local coordinators of the third term Partner University.

§ 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 in the first and second terms consists of written assignments or exams. The evaluation can take into account the contributions of the candidate during the lectures. Written exams and assignments must be given a weight of at least 50% of the final grade. The exams and assignments must be written in English. The students must participate in the exams for twelve full courses; the final grade consists of the grades 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 §9 of the EMLE Exam and Thesis Regulations.
- (3) In the course of the academic year, all courses need to be completed successfully, i.e. with a grade of 5 and higher. If courses are failed (grade lower than 5), or exams/assignments were not attempted for proven/approved reasons, students may repeat exams/assignments for each course twice. Only failed courses (grades lower than 5) may be repeated.
- (4) 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 §9 of the EMLE Exam and Thesis Regulations. The thesis can be repeated only once.
- (5) 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 §9 of the EMLE Exam and Thesis Regulations.
- (6) More specific rules and regulations pertaining to exams and the thesis are described in the Exam and Thesis Regulations available on www.emle.org and 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. This year an EMLE Joint

Degree might be issued for the first time, depending on the Partner University attended. At the moment, an EMLE Joint Degree is being implemented between the Partners Ghent, Hamburg and Rotterdam. If implemented, this joint degree will replace the multiple degree by the same Partners. Graduates having studied at the other Partners will receive single degrees from them. Therefore, depending on the allocations, a graduating student will receive two degrees ('double degree'), three degrees ('triple degree') degrees, or a mix of single and the EMLE Joint Degree ("mixed degree"). The official name of the degrees is listed in the table below:

Partner university	Degree
Aix-Marseille	Master of Business, Law and Economics
Rome	European Master in Law and Economics (Master Universitario di Primo Livello)
Vienna	Master of Arts, MA (European Master in Law and Economics)
Warsaw	Magister na kierunku Ekonomiczna Analiza Prawa ¹
Haifa	Master in Law
Barcelona	Advanced Master in Legal Sciences (or LL.M. 'European Master in Law and Economics')
Mumbai	Master of Science in Law and Economics
EMLE Joint Degree (Ghent, Hamburg & Rotterdam and poss. Barcelona)	LL.M. 'European Master 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. Together with the option to award an EMLE Joint Degree, an EMLE joint DS might be awarded between the Partners Ghent, Hamburg and Rotterdam, in addition to DS for the individual degree awarded by the other Partners.
- (3) Included in the DS, a transcript is handed out which lists all grades of the term exams and the thesis grade, as well as the ranking of the student and the total number of participating students in the current academic year. The DS 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 Examination Board during the month of October following the conclusion of the academic year. The results are communicated to the students at the end of October following the conclusions of the academic year. Students receive their diplomas at the Graduation Ceremony held during the Midterm Meeting in February of the following academic year. Students may request from the Director a statement regarding their graduation to be mailed to them before the Graduation Ceremony.

¹ 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.

§ 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) All Partner Universities organize welcome events for the EMLE students at the start of the term. Throughout the terms, students are given the opportunity to integrate with the local student community.
- (3) All students have access to study materials through Google Drive. Moreover, Partners give access to both physical and electronic library services and other student amenities.
- (4) Every EMLE Partner is responsible 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. Student data may be used by the European Commission for the purpose of evaluating the Programme, efficiently managing the EMJMD projects, and producing statistics. Data could be made available to the EACEA, the European Commission, the European External Action Service staff, as well as to other stakeholders of the Erasmus+ Programme, such as Erasmus+ National Agencies, National Erasmus+ Offices and the Erasmus Mundus Student and Alumni Association(EMA).
(http://eacea.ec.europa.eu/erasmus_mundus/funding/documents/Privacy_statement_EMT.pdf)
- (5) Students are offered language courses in each European country of their study Programme, provided, that there is a sufficient number of students to compose a class. 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 language courses are offered free of charge 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
Haifa	Hebrew	1
Ghent	Dutch	2
Hamburg	German	1, 2, 3
Rotterdam	Dutch	1, 2
Vienna	German	3
Warsaw	Polish	3
Rome	Italian	3
Barcelona	Spanish	3

§ 11 Students' 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) The EMLE is a full-time Programme. Students are required to take part in all lectures, courses, tutorials, seminars, examinations or 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 and any further program surveys/evaluations.
- (9) Students are encouraged to join the Erasmus Mundus Students and Alumni Association (EMA, www.em-a.eu/) and participate in their activities and surveys.

§ 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 during the year in which the student attends the EMLE), as well as for visa and residence permits or any other required official documents, rest with the students. Also the costs for study materials and, if not attending the graduation ceremony, the (trackable) shipment of diplomas with courier services are the responsibility of the student who, for this purpose, needs to make arrangements with the universities issuing the diplomas (or with the EMLE Coordinating Centre for the shipping of Joint Degrees).
- (2) The tuition fee for 'Programme Country Students' is €5,500. For the definition of Programme Country Students please refer to http://ec.europa.eu/programmes/erasmus-plus/index_en.htm. A maximum of four highest ranked Programme Country applicants are offered a partial waiver of €3,000.
- (3) The tuition fee for 'Partner Country Students' is €9,500. For the definition of Partner Country Students please refer to http://ec.europa.eu/programmes/erasmus-plus/index_en.htm. A maximum of twelve highest ranked Partner Country applicants who are not selected for an Erasmus+: Erasmus Mundus grant are 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 fees are 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 separately between the Erasmus+: Erasmus Mundus Coordinating Centre and the grant-receiving student. A model of the Scholarship Agreement is available on the Programme website, www.emle.org.

§ 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 that involves more students, relating to the academic content of the Programme, 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 Director, who presents the problem at the first available board meeting. The Board shall take a decision regarding the problem.
- (3) Additional points for formal appeals regarding thesis and exam grading for all students is provided by the Erasmus University Rotterdam School of Law examination board and in the next higher instance, the GNIO (Erasmus University Rotterdam disputes body for non-initial courses).

§ 14 Visa, Accommodation and Student Services

- (1) Within reasonable limits, the Partner Universities assist 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.
- (3) In case of problems, which involve more students, relating to the student services offered during the Programme, 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 Student Support Director, who presents the problem at the first available board meeting. The Board shall take a decision regarding the problem.
- (4) For the relevant contact details, please visit www.emle.org.

§ 15 Signature

- (1) This Agreement is signed by the student upon arrival at 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: _____

For the Consortium:
The Local Coordinator

Name: _____

Signature: