

**AGREEMENT REGARDING THE PAYMENT OF THE
ERASMUS+: ERASMUS MUNDUS SCHOLARSHIP
FOR PROGRAMME COUNTRY STUDENTS
2018-2019**

THE UNDERSIGNED

1. Erasmus+: Erasmus Mundus coordinating centre of the Erasmus Mundus Joint Master Degree (EMJMD) European Master in Law and Economics (EMLE), namely the Erasmus School of Law of the Erasmus University Rotterdam, Burg. Oudlaan 50, 3062 PA Rotterdam, the Netherlands, hereafter referred to as 'the EMLE' and represented by Wicher Schreuders, interim Director and Erasmus+: Erasmus Mundus coordinator of the EMLE

AND

2. [Full NAME], born [DATE OF BIRTH] in [CITY OF BIRTH], [COUNTRY OF BIRTH], hereafter referred to as 'the student'

HAVE AGREED AS FOLLOWS:

Article 1: Student's declarations for purposes of eligibility

The student declares the following:

- He/she is a citizen of an Erasmus+ Programme Country;
- He/she has received neither an EMJMD scholarship nor any other Erasmus Mundus scholarship in previous years;
- He/she will not benefit from any other EU grant during the pursuit of his/her EMLE studies.

Article 2: Obligations for the EMLE

- 2.1 The EMLE shall pay the student an EMJMD scholarship in accordance with the rules set out in the Specific Call for Proposals EACEA/2017/10, specified in the related Project Handbook 2018 (available as of October 2018), in line with the Programme Guide for Erasmus+, Key Action 1, Erasmus Mundus Joint Master Degrees.
- 2.2 The amount of the EMJMD scholarship depends on the place of residence of the student when applying for the EMLE, 25 January 2018, as documented by the student according to Article 3. The EMJMD scholarship has the following three components:

a) Contribution to the participation costs in the EMLE

(up to 4.500 EUR per year per scholarship holder from a Programme Country)

The student agrees that the EMLE will retain 4.500 EUR of the EMJMD scholarship as contribution to the participation costs (tuition fee, insurance costs, etc.). This amount is non-refundable. For the student receiving an EMJMD scholarship, 1000 EUR of the standard tuition fee for Programme country students (5.500 EUR) is waived.

b) Contribution to travel and installation costs

This is calculated as follows:

- 1.000 EUR per year per scholarship holder resident in a Programme Country for travel costs (albeit respecting the 12-months rule, see Article 1);
- 2.000 EUR per year for travel costs + 1 000 EUR for installation costs for scholarship holder resident in a Partner Country whose location is situated at less than 4.000 km from Rotterdam;
- 3.000 EUR per year for travel costs + 1 000 EUR for installation costs for scholarship holder resident in a Partner Country whose location is situated at 4.000 km or more from Rotterdam.

Based on the documentation submitted by the student, the contribution to travel and installation is determined to be **1000 EUR**.

c) Contribution to subsistence costs

1.000 EUR per month for the entire duration of the EMLE academic year, which is from 1 October 2018 until 30 September 2019.

The monthly contribution to subsistence costs cannot be paid:

- To students for periods of the academic year (study /research /placement /thesis preparation) spent in their country of residence;
- To students from a Partner Country for periods of the academic year spent in any Partner Country, if these periods are longer than three months (indicatively the equivalent of 15 ECTS credits earned in any Partner Country).

- 2.3 The contribution to the travel and installation costs shall be paid in full, as soon as possible upon arrival of the student at the first-term university of the EMLE, subject to completion of enrolment including the signature of the Student Agreement.
- 2.4 The contribution to subsistence cost shall be paid at the end of each month, from the month of arrival of the student at the first-term university of the EMLE until the conclusion of the academic year, provided that the student does not return earlier to his/her country of residence and his/her participation in the EMLE is not terminated otherwise.
- 2.5 Any payment made in excess of amounts described in Sections 2.1 to 2.4 is to be considered as a zero-interest loan by the Erasmus School of Law (ESL) to the student, on behalf of the EMLE. Such loans are governed by separate agreement between the student and ESL. ESL is entitled to offset its credits against the amounts of scholarship still due to the students, under mutually agreed terms.
- 2.6 The EMLE covers insurance for all students receiving an EMJMD scholarship, in accordance with the requirements of the Erasmus+: Erasmus Mundus Programme.

Article 3: obligations for the EM grant receiving students

- 3.1 The student is required to submit proof of residency as of the EMLE application deadline (25 January 2018), according to the Erasmus+ rules. Failure to submit a valid proof of residency may result in a lower scholarship amount.
The following documents could be considered valid proofs of residency:
- a residence certificate issued in accordance with the student's municipality normal registration rules;
 - a certificate from the student's place of work, study or training issued by the employer or institution in question.
- Documents must have been issued within 12 months before the EMLE application deadline, namely 25 January 2018.
The student is fully responsible for the truthfulness and authenticity of his/her statements and of the documents he/she submits.
- 3.2 The student shall open a single European bank account to which the EMJMD scholarship will be paid. We recommend that international transfers be enabled on this account. The student has to provide the full details of this account to the EMLE offices in order for the payments to be executed. The bank account cannot be changed during the academic year.
- 3.3 The student is required to attend lectures, courses, tutorials, seminars, examinations and other assessments, and any other activities that form part of the EMLE, as specified in the EMLE Student Agreement (including the EMLE Exam and Thesis Regulations attached), of which this Scholarship Agreement is integral part.

- 3.4 The students who fails to comply with the Section 3.3 and the underlying Student Agreement/EMLE Regulations shall be expelled from the EMLE. In this event, the payment of the scholarship shall be terminated. The student who is expelled has to reimburse the EMLE any amount he/she has received in excess of the expenditures he/she has actually incurred until the date of expulsion. Specifically, he/she will have to reimburse:
- any payments already received, covering the period following the date of exclusion;
 - any amount resulting from obligations undertaken by any member of the EMLE consortium on behalf of the student, such as e.g. rental payments for the remaining months.
- 3.5. The student shall immediately inform the EMLE management if, for exceptional reasons, he/she returns to his/her country of residence during the academic year. Likewise, the student shall immediately inform the EMLE management if he/she returns to his/her country of residence before the end of the academic year.

Article 4: dispute resolution, applicable law and competent court

- 4.1 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.
- 4.2 The parties undertake that they shall make any reasonable effort to settle the conflicts arising from or in connection with this Agreement in an amicable manner. If no settlement is reached, a decision will be made by the EMLE Programme Director a.i., (...).
- 4.3 Any disputes which remain unresolved, shall be heard exclusively by the competent Court in Rotterdam, the Netherlands.

Article 5: final provisions

- 5.1 The execution of any payment concerning the EMJMD scholarship is conditional upon the signature of this agreement
- 5.2 This agreement enters into force as of 1 October 2018.

Erasmus University Rotterdam
Erasmus School of Law

The student

Director of the EMLE, a.i.

NAME OF STUDENT

Date:

Date: