



Student Agreement

Academic Year 2019/2020

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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 Gandhi Institute of Development Research (IGIDR), Mumbai, India
- Erasmus Universiteit Rotterdam, Rotterdam, The Netherlands
- Universität Wien, Vienna, Austria
- Warsaw School of Economics, Warsaw, Poland
- Universitat 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 is appointed annually by the EMLE Board and decides on the graduation and the ranking of the EMLE students. It comprises one member of each Partner University. Members of the Examination Board may not be members of 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 comprises 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 for both parties (for exceptions see below):

- EMLE Exam and Thesis Regulations
- EMLE Thesis Writing Guidelines

- EMLE Code of Conduct
- 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 from Partner Countries¹ are not entitled to receive monthly contribution to subsistence costs for periods exceeding three months

¹ The terms Partner and Programme Countries will be used in this agreement and further related documents according to the definition of the European Commission. Here, Programme Countries are defined as EU and a number of non-EU countries that have established a National

- (indicatively the equivalent of 15 ECTS credits earned in any Partner Country) spent in any Partner Country. Such contribution may not be paid, in any event and for both Programme and Partner Country students, for periods that are spent at a student's country of residence.
- (5) The decision on student allocation 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).
 - (6) Special conditions may apply to EMJMD scholarship holders, which will be explained in the separate Scholarship Agreement.

§ 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) The 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 core courses and two specialized courses within their respective track. The core courses are:
 6. Empirical Legal Studies (4 ECTS)
 7. Corporate Governance and Finance (4 ECTS)
 8. Competition Law and Economics (4 ECTS)The specialization tracks with the corresponding courses are:
EMLE Public and International Track (Hamburg):
 9. Economic Analysis of Constitutions (4 ECTS)
 10. Economic Analysis of International Law (4 ECTS)EMLE Innovation and Intellectual Property Track (Ghent):
 9. Economic Analysis of Intellectual Property (4 ECTS)
 10. Advanced Contract Law and Economics (4 ECTS)

Agency and which participate fully in the Erasmus+ Programme. The list of Erasmus+ Programme Countries can be found in Part A of the Erasmus+ Programme Guide: "Who can participate in the Erasmus+ Programme" section. Erasmus+ Partner Countries are defined as countries which do not participate fully in the Erasmus+ Programme. For the EMJMD action any non-Erasmus+ Programme Country is considered as 'Partner Country'. Organizations established in a Partner Country may take part as partners or associated partners in an EMJMD project.

EMLE Markets, Corporations and Regulators Track (Rotterdam):

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

- (4) During the third term, each Partner University provides two specialization courses of 2,5 ECTS each. In addition, the Partner Universities provide adequate supervision for the 15 ECTS Master Thesis. The 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 Union Law and Economics (Hamburg)
12. Law and Economics of International Trade and Investment (Hamburg)
11. Experimental Approach to Law Making and Regulation (Rome)
12. Better Regulation (Rome)

EMLE Innovation and Innovation and Intellectual Property Track:

11. Law and Economics of Development 1: Foundations (Mumbai)
12. Law and Economics of Development: 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)

EMLE 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 Making 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 may be facilitated by special arrangements between students and the local coordinators of the third term Partner University or the EMLE management, but they are not part of the curriculum and will not be awarded with ECTS points.

§ 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 courses; the final grade consists of the grades of twelve 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.

- (3) During one academic year, all courses need to be completed successfully, i.e. with a grade of 5 and higher. The courses Introduction to Law and Introduction to Microeconomics are passed if the average grade of these two exams is 5 or higher. If courses are failed (grade 4,5 or lower), or exams were not attempted, students may repeat exams for each course twice. Courses with a grade of 5,0 or higher may not 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. The thesis can be repeated only once.
- (5) The final grade, which consists of the grades for the exams of twelve courses and a thesis, is awarded on a scale from 0 to 10 points.
- (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) All graduating students will receive the EMLE Joint Diploma, awarded by the partners Barcelona, Ghent, Hamburg and Rotterdam. Additionally, graduates that have studied for at least one term at any other EMLE partner location will receive officially recognized degrees from these respective partner universities. Therefore, depending on the allocations, a graduating student receives the EMLE Joint Degree, and possibly one or two additional degrees, which are 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 - European Master in Law and Economics (MA) |
| Warsaw | Magister na kierunku Ekonomiczna Analiza Prawa ² |
| Haifa | Master of Laws (LL.M) |
| Mumbai | Master of Science (Law and Economics) |
| EMLE Joint Degree (Barcelona, Ghent, Hamburg, Rotterdam) | LL.M. 'European Master in Law and Economics' |

- (2) Together with the EMLE Joint Degree, an EMLE joint DS is awarded by the Partners Ghent, Hamburg, Rotterdam and Barcelona. Partner Universities issue a Diploma Supplement (DS) to secure degree transparency. The DS follows the model developed by the European Commission, the Council of Europe and the

² 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.

UNESCO/CEPES. Additional information required by national legislation is also included in the DS. The DSs are issued according to the national legislation of the partner university awarding the degree. The EMLE awards multiple DS, because the regulations applicable to some Partner Universities require a national DS to be issued together with the national degree.

Included in the DS is a transcript of records listing 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.

§ 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 will be communicated to the students at the end of October, within 4 weeks after the decision by the Examination Board. 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.

§ 10 Consortium's Obligations

- (1) The Consortium and its partners provide 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, e.g. 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 are well-protected. The EMLE Management has two roles: the one of data controller and the one of data processor. As controller, the EMLE Management keeps applicant, student, and alumni data for own administration, for student contacts and grade list, to create a list of alumni and for general statistical purposes.

The EMLE management provides student data to EMLE partner Universities. Each partner may have individual student data records for own administration and providing these to the different partner Universities' administrations. Data being recorded, are full name, student numbers, date and place of birth, nationality, country of residence and personal and EMLE e-mail addresses. Home addresses will be collected for the purpose of diploma sending.

Moreover, as data processor, the EMLE programme may provide student and applicant data to 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). Please find more information about the data collected by the EMLE programme in order to fulfill the required reporting duties for the EACEA via the EACEA Mobility Database here: https://eacea.ec.europa.eu/sites/eacea-site/files/privacy_statement_emt.pdf.

Most personal student data will be deleted from the Management records as soon as students have graduated from the program. Some data will be kept also after students have graduated for verifying degrees and for statistical purposes. Students may choose to ask the EMLE management (management@emle.org) to remove their personal data not needed for managing purposes during the academic year (e.g. for degree issuing) from student and alumni lists.

- (5) Students are offered language courses in each European country of their study Programme free of charge, 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. 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, Arabic | 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.
- (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) All students are required to arrange insurance according to the "Minimum Criteria for Health and Accident Insurance Coverage of EMJMD Students" (https://eacea.ec.europa.eu/sites/eacea-site/files/student_health_insurance_requirements-final_0.pdf). 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 available to the other EMLE students, who have to bear the costs themselves. Students are free to make arrangements on their own.

- (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 <https://ec.europa.eu/programmes/erasmus-plus/programme-guide/part-a/who-can-participate/eligible-countries>.
- (3) The tuition fee for 'Partner Country Students' is € 9,500. For the definition of Partner Country Students please refer to <https://ec.europa.eu/programmes/erasmus-plus/programme-guide/part-a/who-can-participate/eligible-countries>.
- (4) The first, non-refundable payment of € 500 is due within two weeks after the student has accepted admission to the Programme.

§ 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) 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) Additional points for formal appeals **regarding the procedures of thesis and exam grading** for all students is provided by the GNIO (Erasmus University Rotterdam disputes body for non-initial courses, secretariaat-bjz@eur.nl. Appeals to the GNIO have to be submitted within 6 weeks after the disputed decision.
- (5) Any appeals **regarding examination conditions** (e.g. special conditions because of illnesses or handicaps), may be brought forward to the respective University's exam commission or comparable local institution.
- (6) For the relevant contact details for above-mentioned institutions, please visit www.emle.org.

§ 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.

§ 15 Privacy

- (1) Students are asked to confirm with their signature on the attached signature list to agree to the usage of their personal data according to §10(4) of this agreement. Further, with a second signature, students are asked permission to use any pictures taken of them during official EMLE events (e.g. classes or the Midterm Meeting, among others) for the EMLE website or any other EMLE marketing purposes (Linked In, EMLE Facebook pages).

§ 16 Signature

- (1) This Student 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 Student 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



Code of Conduct

– For students, lecturers and staff –

- We will show respect to each other inside and outside the classroom.
- Respect in the classroom implies listening and participating actively and constructively in every EMLE class and other EMLE activity.
- We will act polite against each other.
- We will respect the rights and dignity of others and do not accept discrimination on any base.
- We will be tolerant about opinions and experiences different from our own.
- We will behave professionally and collegially with each other.
- We will not let personal conflicts interfere with our professional relationships.
- We encourage each other and give constructive feedback if needed or asked for.
- Students, teachers and staff members are seen as partners in the EMLE education.
- We will strive to make the EMLE year a positive learning experience for all.