



EUROPEAN MASTER IN LAW & ECONOMICS

Consortium Agreement Concerning the Programme ‘European Master in Law and Economics’ (EMLE) (CA 2022) –Final version September 2022

(This document replaces the previous EMLE Consortium Agreement from 2017)

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A. Preamble

This agreement is made between:

1. Erasmus Universiteit Rotterdam, The Netherlands,
Represented by Prof. H. (Ed) Brinksma, President Executive Board
2. Aix-Marseille University, Aix-en-Provence, France;
Represented by Prof. Eric Berton, President
3. Pompeu Fabra University (UPF), Barcelona,
Represented by Dr. Antoni Luna Garcia, Vice-rector of Internationalisation; Powers conferred by Rector's Resolution of May 31st, 2021.
4. Universiteit Gent, Ghent, Belgium
Represented by Prof. dr. Rik Van de Walle, Rector
5. University of Haifa, Haifa, Israel
Represented by Prof. Gur Elroy, Rector
6. Universität Hamburg, Hamburg, Germany
Represented by Ms. Courtney Peltzer-Hönicke, Section Head International Affairs and Mr. Jens Benecke, Section Head Research Management and Funding
7. Indira Gandhi Institute of Development Research (IGIDR), Mumbai, India
Represented by Prof. S. Mahendra Dev, Director
8. Libera Università Maria SS. Assunta (LUMSA), Rome, Italy,
Represented by Prof. Francesco Bonini, Rector
9. Warsaw School of Economics, Warsaw, Poland
Represented by Prof. Agnieszka Chłoń-Domińczak, Vice-Rector for Research

The parties 1 to 9 are henceforth called 'the Partners', and they are referred to by their respective city names. The partnership governed by this agreement is called 'the 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 six academic years, starting on 1 October 2022 and ending on 30 September 2028. 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 partnerships, 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.



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For the purposes of this agreement:

- a. Partners, students and visiting scholars are considered as originating from “EU Member States and third countries associated to the Programme” (also referred to as ‘European’ or ‘Programme Country’) or partners, students/scholars or third countries “not associated to the Programme” (also referred to as ‘non-European’ or ‘Partner’) students/scholars based on the definitions in the Erasmus+: Erasmus Mundus guidelines (see Erasmus+ Programme Guide).
- b. ‘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. New partners are only admitted after a thorough scrutiny of these conditions by the EMLE governing bodies. The EMLE academic staff of the non-introductory courses shall consist solely of qualified scholars in Law and Economics, who are experts in several 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 if the general mobility rules for EMJM programmes (if re-selected for funding by the EACEA) are respected (minimum mobility consists of a “minimum of two study periods in two countries, of which at least one must be a EU Member State or third country associated to the Programme. These two countries must be different from the country of residence of the student at enrolment stage. Each of the two mandatory study periods must correspond to a workload of at least one academic (term [20 ECTS] credits or equivalent”). All Master programme study periods must take place



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in full partner HEIs, or under their direct supervision. Compulsory mobility periods cannot be replaced by virtual mobility (distance learning), except in cases of force majeure, such as pandemics, where exceptional measures may be agreed between the partner institutions. Study periods attended at different universities are mutually recognised within the Consortium.

In the first two terms, the EMLE Programme offers three parallel teaching tracks. Partners who are providing education in the first term (Haifa, Hamburg, and Rotterdam) assure that students from different educational backgrounds will receive the necessary foundation of EAL in order to continue with more specialised subjects. This is provided by tutorials and lectures in Introduction to Law (2 ECTS) and in Introduction to Microeconomics (2 ECTS) and in Concepts and Methods of Law and Economics (4 ECTS). In addition, first-term partners will offer the following core courses: Economic Analysis of Private Law (8 ECTS) and Economic Analysis of Public Law and Economics (4 ECTS).

Teaching Partners in the second term (Ghent, Hamburg, and Rotterdam) provide 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 provide two additional courses within the specialisation tracks: Public Law & Economics (Hamburg); Innovation and Intellectual Property (Ghent); Markets, Corporations, and Regulators (Rotterdam). The teaching Partners cooperate with each other to keep the contents of the same course coherent across the universities (horizontal coordination), to guarantee consistency with the learning goals, and depending on the students' mobility, interchangeability (vertical coordination).

The six teaching Partners in the third term (Aix, Barcelona, Hamburg, Mumbai, Rome, Warsaw) provide a wide range of options for deepening the specialisation started in the second term. Moreover, they provide individual supervision of the Master's 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 area of specialisation (accounting for a total of 5 ECTS). The specialisation offered in the third term match with at least one, and possibly two, tracks.

The structure of the Programme and a synopsis of all courses and the possible specialisations of the second and the third terms are detailed in Annexes II and III. Subject to Board (see section C) approval, the specialised courses may be adjusted with sufficient notice to inform the students.

Attendance of the tutorials and the lectures of Introduction to Law and Introduction to Microeconomics is facultative, but the exams are mandatory. All other courses in the EMLE curriculum are mandatory and vary exclusively with the students' mobility pattern.

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 specialised and a non-specialised audience, to apply EAL in court cases and to formulate policy opinions considering 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 I.



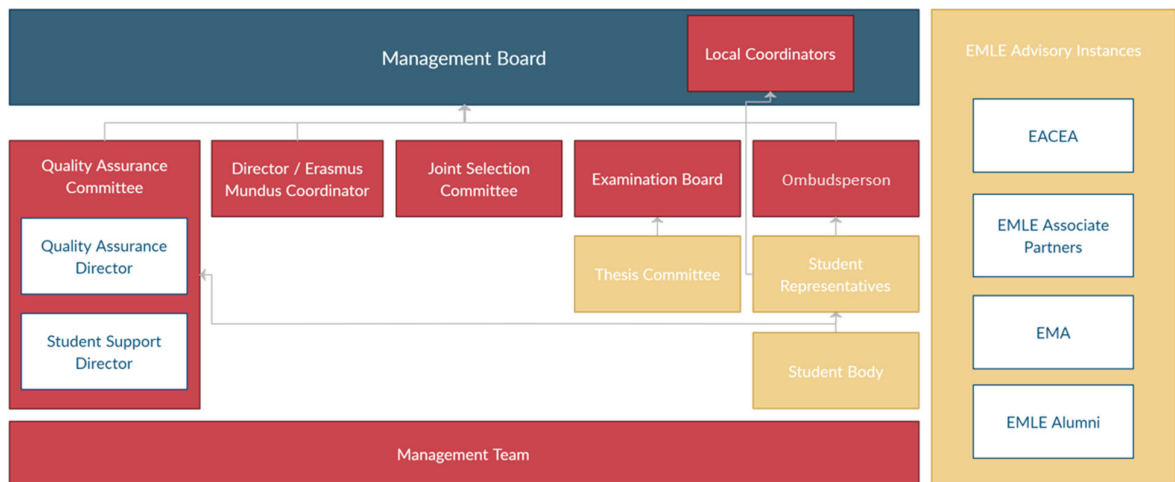
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5. Career Development

The EMLE learning outcomes shall be relevant for the labour market. Although the EMLE is a scientific Master, the Partners shall make sure that the 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 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 (AMs) and the EMLE Alumni. In preparation for employment, students will be offered career-workshops and networking opportunities throughout the academic year. This might be delivered by online or in-person courses, by providing guest lectures by external members of the world of work, by company visits and especially during the EMLE Midterm Meeting (MTM).

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 (EM) Coordinator; 4. The Local Coordinators. Moreover, the Consortium relies on the following Permanent committees/institutions for carrying out specific tasks: 5. The Joint Selection Committee (JSC); 6. The Quality Assurance (QA) Committee, which consists of the Quality Assurance Director and the Student Support Director; 7. The EMLE Advisory Committee; 8. The Ombudsperson, 9. The EMLE Thesis Committee; and 10. The EMLE Examination Board. The Consortium may establish additional *ad hoc* committees.



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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 (“Board”)

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

- The appointment of the Director and/or 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 Director and the EMLE Advisory Committee;
- The academic calendar proposed by the Director;
- The organisation of the Midterm 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 Ombudsperson;
- The admission of new partners to the Consortium;
- The approval of the 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. It may also be decided to convene online instead of in person, though at least one yearly meeting in



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person where all local coordinators and staff will be able to meet, should be strived for. Extraordinary 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 be held once a year in or around May or June, on dates and in locations established in the academic calendar, with the special purpose of coordinating the courses of the first and second term. This is called the 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. Horizontal and vertical coordination of the tracks are discussed in the regular Board meetings, though extraordinary meetings may be summoned for this purpose if needed. All expenses travelling to the above-mentioned meetings shall be borne by the Partners themselves, though the Consortium supports non-European Partners financially to compensate for higher travel costs.

2. *EMLE Director*

The Board appoints one of its members as the Director of the Programme. Usually, the Director is 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 the Director is affiliated with shall host 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;
- 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 based on the mobility rules set forth by the Erasmus+/EM guidelines, if re-selected as EMJM programme by the EACEA, (i.e. at least two study periods in two different countries, one of which an EU Member country or country associated to the Programme, at least one different from the country of residence, see B (3));
- 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;



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- 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), 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 (EM) 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 action, 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 duration of the funding by the European Commission under the Erasmus+: EMJM programme, the Erasmus Mundus Coordinating Centre shall be Rotterdam. The EM Coordinator can be re-elected in view of further applications for EM funding.



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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 EMJM 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 scholarships;
- 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 (e.g. non-compliance with EMLE regulations set out by the EMLE student and scholarship agreements, including the exam and Master's thesis regulations and code of conducts of the programme) 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 and manages the contributions from the EM grant according to the rules of the EACEA and this agreement;
- 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;



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- 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 organisation 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.

5. Joint Selection Committee (JSC)

The Joint Selection Committee shall oversee the application for the EMLE programme 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.

6. Quality Assurance (QA) 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 is presented to the Board in one of the regular Board meetings in February or September.

7. EMLE Advisory Committee

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

Specifically, the EMLE Advisory Committee:

- Shall allow any of its members at any time to provide feedback on the contents of EMLE courses and Master's 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 it for inclusion in the agenda of the next Board or summer meeting;



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- Shall provide, upon invitation by the Director, suggestions on topic areas for the Master's 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 during or before the Midterm Meeting (MTM). The final decision on the students' Master's thesis topics rests exclusively with the Board;
- Shall advise the Board, upon invitation by the QA Committee, on the contents of the EMLE Programme. 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 bi-annually;
- Shall be notified bi-annually by the Director of the Board decisions on its feedback.

8. *EMLE Ombudsperson*

The Ombudsperson 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 Ombudsperson and the Ombudsperson's decisions shall be subject to the approval of the Board. In any event of conflict of interest or unavailability of the appointed Ombudsperson, the Director may appoint an *ad-hoc* Ombudsperson.

9. *EMLE Thesis Committee*

For the EMLE Thesis Committee two local coordinators are elected each year during one of the Board meetings preceding the committee's meeting to serve on the committee. The committee is responsible for evaluating the feedback from Master's thesis supervisors and external supervisors (and eventual third Master's thesis reviewers), plagiarism reports, late submission, word count violations and any other offenses from students regarding their theses. This committee is chaired by the Director and takes place online at the beginning of October each year. The Thesis Committee forwards its suggestions for eventual sanctions regarding theses to the EMLE Examination Board.

10. *EMLE Examination Board*

The EMLE Examination Board contains one member per EMLE partner. This member must be different from the Local Coordinator. It is chaired by the head of the Examination Board, who is also a member of the Examination Board of the EMLE Coordinating Centre. 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.



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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 Article A of this agreement.

To this purpose, each Partner shall undertake the following:

- 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 offering courses in the first or in the second term;
- Maintain a minimum staff of two qualified teachers when offering courses in the third term;
- Have at least one part-time administrative assistant for the EMLE;
- Offer courses in accordance with the assigned task in the Programme and offer Master's thesis supervision in accordance with its area of specialisation;
- 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 its university;
- Guarantee availability of the teachers via email and/or in office hours;
- Provide each graduating student who spent one or two terms at a university not part of the Joint Degree 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 students;
- After adequate warning, report to the EM Coordinator any serious problem with students or visiting scholars receiving an EM grant;
- Regularly attend the Board meetings and, if applicable, the summer meetings.

E. Programme Management

1. Selection of Visiting Scholars

Applications by visiting scholars are received by the EM Coordinating Centre. To this purpose, all the Partners shall liaise with eligible prospective visitors and encourage



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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, e.g.:
 - Student-centred teaching (in one or more specific EMLE courses)
 - Research activities involving the EMLE students
 - Master's 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 job qualifying degree of at least 240 ECTS (four years) in the field(s) of their previous studies, according to the regulations of the country where they have obtained their degree(s) (e.g. a three-year bachelor's programme + a first master's degree, or a four-year bachelor's programme);
- Students qualify for EMLE when they hold the required degree in law or in economics. Other degrees in social or political sciences qualify as long as a substantial component of law and/or economics is included in the curriculum.
- Students must also document their English language proficiency in order to be admitted. Applicants must provide original test scores from one of the following standardised English proficiency tests.

The accepted tests and accompanying scores are:

- a) International TOEFL
 - Minimum score of 95 (minimum reading: 13, listening: 12, speaking: 18, writing: 21)
- b) IELTS (academic module)
 - Minimum score of 7.0 (minimum per section: 6.0)
- c) Cambridge Certificate of Proficiency in English
 - Grades A, B
- d) Cambridge Certificate in Advanced English
 - Grades A, B

Student application to the EMLE shall be organised as follows:

- All students apply to the EMLE Coordinating Centre;



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- Applications are handled through an online application form accessible from the EMLE website;
- The deadline for application for all students is in the first half of January. The exact date will be determined by the Board every year in accordance with the academic calendar.

The Partners undertake to post detailed information on the application procedure and the documents required 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. Regarding the number of scholarships available, detailed information shall be posted depending on the communications from the European Commission.

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

1. Pre-selection – Every application is assessed independently by two members of the JSC or two other independent reviewers with expertise in the EAL and good insight into the EMLE Programme who are appointed by the Board.
2. 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%
Motivation letter	25%
Affinity of the previous studies with the objectives of the Master's Programme	25%
Reference letters	10%

The quality of the highest-ranking prospective students may be assessed by way of one-on-one interviews with a JSC member or a reviewer, or by an additional essay evaluated by two independent reviewers, different from the reviewers who performed the pre-selection, if the Board so decides. The grades and the ranking of the applicants may be corrected upwards or downwards as an outcome of an interview or essay. Based on the guidelines received from the European Commission, the highest-ranking students who fulfil the relevant geographic distribution criteria (i.e. no more than 10% of the total number of scholarships awarded during project implementation should be awarded to candidates from the same nationality, with exceptions from targeted regions of the world, if applicable) are nominated for the EM scholarships. The EM Co-ordinator is responsible for the communications with the European Commission.

The EMLE Coordinating Centre shall inform all the applicants about their admission status, with or without a scholarship, with or without a fee-waiver, within four weeks after the final selection decision 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



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JSC are prepared by the chairman of the meeting. They shall be approved via email or in person by all members of the JSC before communicating the selection results to the 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 several partner universities – may be made 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:

- Students must take exams for all courses required for successful completion of the programme. For each exam two resits are allowed per course in total.
- A Master's thesis must be written according to the EMLE regulations and accepted by two examiners, including the supervisor. Each examiner shall grade the Master's thesis on a scale from 0 to 30 points, after which both results are added up. The Master's thesis is evaluated as successful when it scores at least 30 points out of 60 points;
- Students need to earn at least 90 out of the maximum 180 points (120 coursework + 60 Master's thesis) available in the Programme. The 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.
- 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 which students graduate with distinction, and it awards the prize for the best Master's thesis ⁽¹⁾.

Exam results obtained at any term university are fully recognised 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 graduates from the EMLE shall be made by the Examination Board. The Partners agree on the specific EMLE 'Exam and Thesis Regulations' reported in Annex V.

¹ The prize for the best Master's thesis shall consist of an amount of cash, yearly determined by the Board, and of the invitation to the next Midterm Meeting, where the Master's thesis shall be presented by the prizewinner.



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5. Diplomas

The Partners shall award the following, legally recognised Master's 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.

Partner university	Degree
Aix	Mention Economie du droit
Barcelona	LL.M. 'European Master in Law and Economics'
Ghent	LL.M. 'European Master in Law and Economics'
Haifa	LL.M. Master of Laws - (LL.M) מוסמך האוניברסיטה במשפטים
Hamburg	LL.M. 'European Master in Law and Economics'
Mumbai	Master of Science in Law and Economics
Rome	Laurea Magistrale in Politiche, Amministrazioni e Innovazione ²
Rotterdam	LL.M. 'European Master in Law and Economics'
Warsaw	Magister na kierunku Ekonomiczna Analiza Prawa ⁽³⁾

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 (JD, see Annex VII for an example) for Barcelona, Ghent, Hamburg and Rotterdam, and additional single degrees for the remaining Partners. As far as national legislations of the relevant EU countries will allow, other partners will join the EMLE Joint Degree as soon as it will become possible for them. The Joint Degree is accompanied by a Joint Diploma Supplement (DS), issued for the JD issuing Partners. Every other Partner will issue additional individual DS until they can join the EMLE JD and DS.

The Partners undertake to inform the coordinating institution of any changes concerning persons signing diplomas at least two months before the next round of deliberations that will be affected.

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.

The Joint Diploma of successful EMLE graduates is automatically registered in the Dutch CROHO register, administered by the Dutch Education Executive Agency DUO (Dienst Uitvoering Onderwijs) which guarantees the safekeeping of their achievement in the future and offers legalisation services of their degree, especially important for non-European students who seek for legalisation of the EMLE degree in their home countries (apostille). In the future, the EMLE Programme strives to also offer students the service to add their EMLE Joint Degree and Joint Diploma Supplement in personal digital wallets on the Blockchain. This service will be set up in such a way that student data protection is guaranteed by the provider in collaboration with the EMLE Management.

² Rome me is in the process of changing the title from the first level Master degree 'European Master of Law and Economics (EMLE)'. As soon as this process is finished, the degree as mentioned above will be awarded.

³ 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.



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6. Graduation Ceremony and Midterm Meeting (MTM)

The Director informs the students if they have passed the EMLE Programme before the end of October. Graduating students shall normally receive their diplomas and DS at the graduation ceremony held at the Midterm Meeting in February of the following year. The Partners undertake to invite the students and the teachers of all EMLE mobility tracks for a meeting once per year.

Since the establishment of the EMLE, this occasion is the Midterm Meeting held in mid-February in one of the locations (or in one location sufficiently near to) where the students spend their second term. The Midterm Meeting shall host the graduation ceremony of the students of the past academic year.

The MTM comprises the major annual events of the Programme and it shall be organised as follows.

The MTM shall:

- Take place every year in a different location, rotating among the second term partners, unless agreed otherwise by the Board;
- Occur on specific dates in mid-February decided every year by the Board in accordance with the academic calendar;
- Be organised under the responsibility of the hosting Partner, with full cooperation of the other Partners;
- Have travel and accommodation for all the EMLE students of the current year arranged and paid for;
- Include the following:
 - The graduation ceremony of past year's students;
 - The presentation of the past year's best Master's thesis;
 - An academic workshop in Law and Economics;
 - An EMLE alumni event;
 - A work placement event with invited representatives of the EMLE Associated Members;
 - A meeting of student representatives with the Quality Assurance Director and the Student Service Director;
- Host a formal EMLE dinner where all the participants in the MTM (students, teachers, graduates, alumni, academics, representatives of the Associated Members) are invited;
- Be financed out of the Activity Fund;
- Be followed by a Board meeting, unless agreed otherwise by the Board.

The Partners responsible for the organisation of the MTM (rotating, see above) undertake to timely post detailed information about the individual events on the EMLE website and to communicate this information well in advance to the students, graduates, and alumni as well as to the Associated Members. For this purpose, they cooperate with the EMLE Coordinating Centre and the EM Coordinating Centre. The Partners agree on the importance of encouraging the 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 organisation of the MTM shall seek personal and financial involvement of the Associated Members in the work placement event.



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All Local Coordinators 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 € 10.500 for students from third countries not associated to the Programme and € 6.000 for students from EU Member States and third countries associated to the Programme. In addition, the Consortium may decide to grant a partial tuition fee waiver of € 3.000 to a maximum of the four highest ranked students from EU Member States and third countries associated to the Programme and of € 4.000 to a maximum of the twelve highest-ranked students from third countries not associated to the Programme not receiving an EM scholarship. The Board may consider varying the fee levels based on the observed demand from students from both European and non-European countries.

Tuition fees are collected centrally by the EMLE Coordinating Centre. 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 the admission (within four weeks after this has been communicated to the student) and it is not refundable. The remainder shall be paid by July of the year of enrolment. The Programme will consider offering instalment plans based on individual applicant's needs to alleviate payment of the full tuition fee. Here, the tuition fee will be split maximally into four parts, reflecting the Consortium costs for the three terms and evaluation of the Master's thesis/graduation. Each part of the tuition fee will have to be received by the Coordinating Centre before the start of the individual terms/the final Master's thesis deadline in August each year. Instalment plans are always exceptions and based on a contract between the student and the Programme.

2. Income Distribution

The Partners undertake to distribute the income from tuition fees among them in the following manner:

- Out of every tuition fee, € 500 is allocated to the Activity Fund, which is used to finance the common activities of the Programme, such as the organisation of the Midterm 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 in Rotterdam) receives a fixed amount of € 40.000 to cover its administration costs;
- Subsequently, each of the Partners receives an amount of € 1.000 to partially cover their fixed costs;
- The fee income will be used to cover the mandatory student insurances according to the minimal requirements for health insurance for students of EMJM programs.



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- Each third term university receives € 650 per student attending the university for Master's thesis supervision;
- Haifa and Mumbai receive € 2.000 each to cover higher travel costs;
- The remainder of the net income is distributed among the Partners according to an allocation key based on the teaching load of the Partners. The overall teaching load is divided into 36 units. Each Partner receives the com-mensurate share of the total teaching load as detailed below:

	Units	Share	Share (in %)
Hamburg	9	9/36	25,00
Rotterdam	8	8/36	22,22
Haifa	4,5	4,5/36	12,50
Ghent	4,5	4,5/36	12,50
Barcelona	2	2/36	5,55
Aix	2	2/36	5,55
Rome	2	2/36	5,55
Mumbai	2	2/36	5,55
Warsaw	2	2/36	5,55
Total	36	36/36	100 %

In addition, the Partners agree that out of the annual EM contribution to the EMLE coordination costs (if re-selected as EMJM programme; € 750/month x 12 months duration of the program x number of all enrolled students over the total grant period, max. 100) an amount of € 30.000 shall be used by the Coordinating Centre and up to € 20.000 annually will be used for hosting the stay of visiting scholars at the different Partners, for which the visiting scholar will receive € 350 per day (and a maximum of € 3.200 per total stay) or for online-teaching a compensation of € 250 per day.

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 allocation key shall guarantee the financial sustainability of the Consortium. The Board may agree unanimously to alter the income allocation key to guarantee the financial sustainability of individual Partners if needed and/or in order to increase the amount allocated to the Activity Fund for EMLE activities.

3. Payments to the Partners

The Coordinating Centre shall transfer all amounts agreed upon every year to the Partners. The Partners agree that the final calculations – to be approved by the Board – will be 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 the EM grants, if applicable, shall be managed by the EM Coordinating University according to the rules specified below.



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The payment of the EM scholarships 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. Students shall agree that 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 at 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 university, 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 Service 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 Midterm 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 organisation of the Programme. The results of the questionnaires shall be carefully analysed by the QA Director and presented in the Board Meeting in February and in the summer meeting. If problems are reported, including logistics (e.g. accommodation, access to study facilities), possible solutions shall be discussed and scheduled for implementation by the Student Service 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, to ensure that there are no significant differences. The Master's 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.



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The Partners shall maintain the QA conditions for their participation in the EMLE and the award of the legally recognised 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, 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 decides when to submit the Programme for evaluation by external agencies for quality assurance and chooses the timing in accordance with the accreditation regulations and deadlines of one or more partners. In order to evaluate the full scope of the Programme, the use of the framework for the European Approach for Quality Assurance of Joint Programmes is strongly recommended. This decision shall be endorsed by the Board. All the Partners shall cooperate with the EM Coordinator in performing this exercise.

3. Ombudsperson

The Consortium establishes an EMLE Ombudsperson for settling complaints filed by the students. The Ombudsperson is appointed by the Board. Before addressing the Ombudsperson, students should first contact the Local Coordinator, the EMLE Management Team and then the Director. The Ombudsperson 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 Ombudsperson 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 Ombudsperson and the Ombudsperson's decisions shall be subject to the approval of the Board.

In the eventuality of conflict of interest, the Ombudsperson 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, 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.



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- 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 from every university where the student spends a term and be entitled to the same services and facilities as the other students enrolled at the Partner. The Partners agree that a welcome meeting shall be organised at the beginning of each term.
- Visiting scholars shall receive office space and access to the same teaching/research facilities as those available to the Partners' staff.
- Local Coordinators shall be responsible for providing students and scholars with special needs/disabilities with the necessary assistance. Local Coordinators shall also assist students and scholars in arranging medical services, when needed.
- The minimum requirements for student insurances for scholarship holders as given by the EACEA for EMJM programs will be followed. The costs shall be borne by the Consortium.

2. *Language Policy*

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

- All courses and examinations shall be taken in English, which shall be the common language of instruction and communication. Prospective students shall be adequately informed and asked to provide objective evidence of English language proficiency as a condition for enrolment (see article E.2).
- The Master's thesis may be written in English or in the language of the European country where the student spends the third term. The latter 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 Master's 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 overlap with the Master's 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 European 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 to offer the following language courses:



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Partner	Language course	Term(s)
Aix	French	3
Barcelona	Spanish	3
Ghent	Dutch/Flemish	2
Hamburg	German	1, 2, 3
Rome	Italian	3
Rotterdam	Dutch	1, 2
Warsaw	Polish	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 Coordinators of the individual university where the student spends the first term 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. Signing the Student Agreement shall be a condition for finalising enrolment in the EMLE. The conclusion of the Scholarship Agreement shall moreover be a condition for the payment of EM scholarships. Models of the Student Agreement and the Scholarship Agreement shall be posted on the EMLE website, for information of prospective students. Any further regulations of the Partners 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 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 the responsibility of stimulating networking between EMLE alumni for periods of at least two years and according to its guidelines;
- For the same periods, the Board shall set an amount of EMLE financial resources committed to tracing alumni and promoting their activities;
- The members of the teaching staff at any Partner, who have studied in the EMLE Programme themselves, shall be available for joining the organisation of an EMLE Alumni Association in order to keep it active and connected with the Programme;
- The Partners responsible for the organisation of the MTM shall make reasonable efforts to involve the EMLE alumni in its events;



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

I. Relationship with Stakeholders

Following the guidelines for previous editions of Erasmus Mundus, the Consortium shall frame the extensive web of relations with Law and Economics stakeholders entertained by its Partners as Associated Members of the EMLE. Associated Members ('AMs') may 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.

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 for 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 in their EMLE courses 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. The Partners are encouraged to involve representatives of the AMs working in fields closely connected with each term's coursework in the EMLE training through invited lectures or seminars.

The Board shall collect suggestions from AMs on topic areas for the Master's theses. After careful consideration, these suggestions may be brought to the attention of the students for the choice of the EAL subject of their Master's 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 ensure 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 Midterm Meeting. Every year, the MTM shall host a session entirely devoted to work placement, in which students and graduates shall have an opportunity to meet with potential employers who can in turn present their recruitment policies. The involvement



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of AMs and of their representatives in the MTM, as well as the organisation of the work placement event, shall be the primary responsibility of the Partner organising 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's thesis;
- students can be offered an internship that starts after having completed the Master's thesis or the study programme altogether.
- students might take an internship after the submission of the Master's thesis in mid-August. The internship may be mentioned in the Diploma Supplement without attribution of grades / ECTS.

Due to the intensity of the coursework, the time for internships during the EMLE 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.

3. Financial Contributions

Every year the Director and the Partners responsible for the organisation of the MTM will strive to get financial support from the AMs either for the organisation of the MTM, or 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 propose an amendment to this agreement, preferably by unanimous consent;
2. The Director shall circulate among the Local Coordinators the text of the proposed amendment;
3. The Local Coordinators shall submit the proposed amendment for agreement to their decision-making bodies;
4. Upon approval by all Partners the amendment shall be signed by all Partners;

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



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

5. The Board's proposal 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+;
6. The EM Coordinator shall seek, without delay, approval of the proposed amendment by the European Commission;
7. The European Commission shall formally approve the proposed amendment in the context of an amendment procedure;
8. 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 EM funding, the modification of the EMLE partnership may also be approved by the Board 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 Memberships 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 to all Partners for six successive intakes of EMLE students, starting on 1 October 2022 and ending on 30 September 2028. Moreover, this agreement shall be binding to 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, of an explicit Board decision or of the intention notified to the Board by one or more Partners to



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terminate this agreement, six months before the beginning of the last academic year of validity of 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 8, 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 who does not perform in accordance with the Consortium Agreement to comply with the Consortium Agreement within a reasonable period. 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 Director is entitled to propose to the Board to end the cooperation with the defaulting party. A defaulting Partner is not allowed to vote.

The Partners undertake all necessary action to obtain or renew accreditation 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.

Each of the Partners may terminate this agreement with immediate effect if another party is involved in a serious violation of human rights.

L. Personal data of students

Every Party in this Joint Master's Programme is primarily an independent controller when conducting at their own competence tasks assumed by them because of the signature of this agreement. Therefore, every Partner 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 that it will be well protected.

However, the Partners agree that they will act as joint controllers for the processing of personal data in the context of the implementation of the activities to be conducted



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at Consortium level underlying this agreement. All processing activities are defined within Annex IX. The essence of the arrangement shall be made available to the data subject (art. 26, par. 2 GDPR).

The Partners wish to define their rights and obligations with regard to the protection of personal data as established in the European General Data Protection Regulation 2016/679 (hereinafter the “GDPR”) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

The terms below are used in the meaning as defined in the GDPR.

1. The Parties will process the following Personal Data in the context of the implementation of the underlying agreement.

- Personal data shared in the context of enrolment at all Partners: name - first name - gender - national number - date of birth - place of birth - country of birth - nationality - e-mail home institution - correspondence address (private) - mobile number - training - course units and curriculum components - passport photo
- Personal data shared in the context of the admission and selection procedure: title - skype id - proof of residence - motivation for the application for enrolment - motivated application for scholarships - curriculum vitae - letters of recommendation or contact data reference persons - language certificate - scan or copy of identity document - application form coordinating institution- copies of diploma documents and certificates concerning previous studies (with an eye to admission to PhD track, if applicable)- transcripts of records.
- Personal data pertaining to the curriculum and study results, shared in the context of the joint organization of the Master’s programme and of the awarding of the joint degree: course units - transcript of records - assessment reports Master’s thesis - proof of obtaining a diploma.

The personal data processed by the Parties include the following categories of data subjects: Students. Annex IX lists the usage of personal student data within the EMLE Consortium.

2. The Parties undertake to communicate with the Data Subjects in a transparent manner on the personal data processing operations related to EMLE.

When collecting personal data to be processed under the joint controllership model, the Parties will provide the Data Subjects with the information about the co-responsibility of the other institutions and communication of data between them in relation to the personal data provided, the purpose of the treatment, its legitimating base and the possibility and channels of exercise of rights, as well as any other information set out in Article 13 and 14 of the GDPR.

The partners will guarantee that when they provide personal data to the other partners, they will do so in compliance with all the requirements of current regulations. In particular, they must ensure that they do so in accordance with the principles of lawfulness, loyalty and transparency, as well as the principle of data minimization.



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When collecting personal data to be processed under the individual controllership model, each Party will provide the Data Subjects with the information about the conditions of their personal data processing as set out in Articles 13 and 14 of the GDPR. The Partner collecting data from Data Subjects will inform them about the conditions of the personal data processing conducted by the EMLE.

3. The Parties undertake to respect the confidentiality obligation when processing personal data and to provide each other with the required assistance that is necessary and / or may reasonably be expected to enable them to meet their obligations under the GDPR. When collecting data under the Joint Data Controllership Model, the partners shall be jointly and severally liable for the processing of personal data arising from this Agreement, in which they act as joint controllers, and attributable to them or may not be attributed to specific partners, without prejudice to the possibility of the partners to claim against the non-compliant Partner or Partners.

4. If a Data Subject makes any request regarding his or her personal data to a Party processed under the joint controllership model, the responsibility for the execution of such a request lies with the Party receiving the request. In the case that the execution of such request goes beyond the responsibilities of such a Party, the Party will contact without delay Erasmus University Rotterdam, who will respond to the request among the affected consortium Partners within reasonable time (according to Art. 12 para. 3 GDPR).

5. With regard to the transfer of personal data to the State of Israel in cooperation with the University of Haifa, the Partners refer to the Decision of the European Commission of 31 January 2011 2011/61/EU pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequate protection of personal data by the State of Israel with regard to automated processing of personal data (notified under document C(2011) 332), and the Commission Implementing Decision (EU) 2016/2295 of 16 December 2016 amending Decision 2011/61/EU

With regard to the transfer of personal data to the State of India in cooperation with Indira Gandhi Institute of Development Research (IGIDR), Mumbai, a separate data transfer agreement, based on Commission Implementing Decision (EU) 2021/914, of 4 June 2021, on standard contractual clauses for the personal of personal data to third countries, included as annex VIII to the agreement, will be signed with the IGIDR. When collecting data under the Joint Controllership Model, the parties mandate the Erasmus University Rotterdam to sign the agreement on behalf of EMLE Consortium. Erasmus Universiteit Rotterdam, which, as a coordinating institution, is the only party to exchange personal data with IGIDR within the context of this agreement, concluded a separate Standard Contractual Clauses (module 1) with IGIDR, included in annex VIII to the agreement.

6. The Parties shall ensure that appropriate technical and organizational measures are taken to protect the personal data against loss or any form of unlawful processing. The measures to be taken are in line with the available technology.

In the event that there is an infringement with regard to personal data processed under the joint controllership model, the Party who committed the infringement will be responsible for the communication (if any) to the Data Subject and, if applicable, to the supervisory authority. The Party will also notify the other Party in writing without unreasonable delay. The Party who committed the infringement is obliged to immediately take



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the appropriate measures at its own expense to stop the infringement and to limit any adverse consequences of the infringement.

7. Ms. Henriette Dietz acts as a contact person on behalf of Erasmus Universiteit Rotterdam within the context of this Joint Controller Agreement.

Mr. Marlon Domingus (fg@eur.nl) acts as a data protection officer on behalf of Erasmus University Rotterdam.

Mr. Ben Depoorter (ben.depoorter@ugent.be) acts as a contact person on behalf of Ghent University within the context of this Joint Controller Agreement.

Mrs. Hanne Elsen (privacy@ugent.be) acts as data protection officer on behalf of Ghent University.

Mr. Georg Ringe (georg.ringe@uni-hamburg.de) acts as a contact person on behalf of Universität Hamburg within the context of this Joint Controller Agreement.

The central office for data protection of the University of Hamburg (datenschutz@uni-hamburg.de) takes over the role of data protection officer on behalf of Universität Hamburg.

Mr. Pierre Garello (pierre.garello@univ-amu.fr) acts as contact person on behalf of Aix-Marseille University in the context of this Joint Controller Agreement.

Pr. Hervé Isar (dpo@univ-amu.fr) acts as data protection officer on behalf of Aix-Marseille University.

For the University of Haifa: as third country not associated to the [Erasmus+] Programme⁴, the above-mentioned clauses concerning the GDPR do not apply to the University of Haifa, but the University commits to the EU adequacy decision of the European Commission 2011/61/EC, as implemented by decision 2016/2295/EC referring to the State of Israel.

Mr. Jaroslaw Beldowski acts as a contact person on behalf of Warsaw School of Economics within the context of this Joint Controller Agreement.

The data protection officer designated by the Warsaw School of Economics may be contacted via iod@sgh.waw.pl.

Mr. Jai Mohan Pandit acts as a contact person on behalf of the IGIDR Mumbai within the context of this Joint Controller Agreement.

Mr. Jai Mohan Pandit acts as data protection officer on behalf of the IGIDR Mumbai.

Dr. Pietro Bigiano (privacy@lumsa.it) acts as a contact person on behalf of Libera Università Maria SS Assunta within the context of this Joint Controller Agreement.

Dr. Rodolfo Mecarelli (dpo.lumsa@dpoprofessionalservices.it) acts as data protection officer on behalf of Libera Università Maria SS Assunta.

Dr. Carlos Gómez Ligüerre acts as a contact person on behalf of Universitat Pompeu Fabra within the context of this Joint Controller Agreement.

Mr. Marc Vives Pizá acts as data protection officer on behalf of Universitat Pompeu Fabra.

⁴ Third country not associated to the Programme (or non-EU country) according to the definition in the Erasmus+ Programme Guide.



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.

If there is any dispute, the Partners agree to negotiate in good faith and in the first instance the dispute shall be referred to the relevant institutional authority of each Partner, who shall endeavor to resolve the dispute within 30 days.

Any dispute, which cannot be resolved by the senior representatives of each Party, will be referred to arbitration at a forum agreed to by the Parties. Any decision made by the selected arbitrator will be binding on the Parties. The costs of arbitration will be borne equally by the Parties unless otherwise agreed.

Should any clause in this Agreement be determined to be or become invalid or unenforceable in full or in part, such determination shall not affect the validity of the other clauses of the Agreement or the remaining parts of the clause concerned. The Parties shall negotiate in good faith to replace any invalid clause with an effective one which conforms as far as possible to the original purpose of the invalid clause and shall amend this Agreement accordingly in writing.

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. Mission Statement, Human Rights and Exclusion from Military Use

The Partners acknowledge their mission to protect and realise academic freedom, to contribute to the shaping of a peaceful and humane world, to foster the right to education, to promote gender equality, and to honour cultural diversity.

The Partners ensure that they respect human rights.

The Partners agree that the joint research, academic exchange, and other academic collaboration shall be used only for gaining and utilising any knowledge gained and its practical application for peaceful purposes and the foundations and development of teaching and studies.

In this context, the Partners agree that all data, material, and knowledge gained from their collaboration, whether deliberately or by coincidence, shall be used for purely civilian and peaceful purposes and in full observance of human rights. These shall not be shared or further developed for military purposes.



O. Confidentiality

No Partner may disclose to third parties any information, material or other matter received from the other Partner identified as confidential or restricted, or which can be reasonably understood as such (“Confidential Information”).

Confidential Information provided by the other Partner, including in the form of records, documentation, data storage media and objects, is to be handled with care and shall be safeguarded until its return; it may only be utilised in accordance with the provisions of this Agreement and, in particular, may not be the subject matter of applications for industrial property rights. Confidential information shall be returned after the termination of this Agreement or withdrawal of a Partner, as the case may be, at the request of the Partner which made the Confidential Information available.

In case of withdrawal or termination of this Agreement, Confidential Information received from the other Partner is to continue to be treated in confidence.

P. Signature and Entry into Force

The present agreement shall be signed in nine 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 nine 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 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 the last Partner university has signed the Agreement. From that moment on, the present agreement replaces the previous Consortium Agreement (2017) and its amendment only as far as the student intakes from 2022-2023 onwards are concerned. For students of earlier academic years (especially 2021-2022), the previous version of the Consortium Agreement (2017) will remain valid until students received their graduation documents or ultimately failed the programme according to the programme rules.



Q. List of Annexes

- 1. Annex I – Learning Outcomes of EMLE**
- 2. Annex II – Structure of the EMLE**
- 3. Annex III – Synopsis of the EMLE courses**
- 4. Annex IV – Model Student Agreement**
- 5. Annex V – EMLE Exam and Thesis Regulations**
- 6. Annex VI – Model Scholarship Agreement**
- 7. Annex VII – EMLE Joint Degree example**
- 8. Annex VIII – Data Transfer Agreement Between the EMLE Consortium and IGIDR Mumbai**
- 9. Annex IX – Usage of Personal Data within the EMLE Programme**