



Student Agreement

Academic Year 2023/2024

Final Version of 27 September 2023

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Annexes to the Student Agreement (only in student version):

1. General Code of Conduct for all students, lecturers, and staff
2. Special Code of Conduct for Online and Hybrid Classes
3. List of participating students in the academic year 2023-2024 and their allocations

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
- 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
- EMLE Code of Conduct for Online and Hybrid Classes
- 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 at least gained 240 ECTS or an equivalent thereof from (at least 4 regular years of) previous education,
 - c) Has sufficient knowledge of English to participate in the courses and in order to pass the exams (proven by certain minimal test scores in standardized English proficiency tests, as communicated on the EMLE website, www.emle.org), and
 - d) 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, 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 Partner universities, one of which European and none of those two may be the reported country of residence of the student.
- (4) The decision on student allocation is taken by the Director in cooperation with the Local Coordinators of the concerned Partner Universities. 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 3).
- (5) Special conditions may apply to EMJM 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 sent with the admission letter to each student. It is also available on the EMLE website. 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. Innovation Law & Economics (4 ECTS)

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 in total 5 ECTS. In addition, the Partner Universities provide adequate supervision for the 15 ECTS Master's 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 Law and Economics (Rome)
12. Better Regulation (Rome)
11. International Corporate Governance (Warsaw)
12. Tax Law & Economics (Warsaw)

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. Advanced Topics in Law and Economics (Barcelona)
12. Advanced Course on Intellectual Property (Barcelona)

EMLE Economic Analysis of Markets, Corporations and Regulators Track:

11. International Corporate Governance (Warsaw)
12. International Financial Markets and Regulators (Warsaw)
11. Experimental Law and Economics (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 EMLE academic year is limited to the period from submission of the master's 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.

§ 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 the 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 at 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	Laurea Magistrale in Politiche, amministrazioni e innovazione ¹
Warsaw	Magister na kierunku Ekonomiczna Analiza Prawa
Haifa	Master of Laws (LL.M.)

¹ Rome is striving to change from the title currently awarded (including graduates 2020-2021 "European Master in Law and Economics" (Master Universitario di Primo Livello)) to the above proposed degree.

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 Diploma Supplement (DS) is awarded by the Partners Ghent, Hamburg, Rotterdam, and Barcelona.

Partner Universities issue a DS to secure degree transparency. The DS follows the model developed by the European Commission, the Council of Europe and the UNESCO/CEPES. Additional information required by national legislation is also included in the DS. The DS 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 graduation from the EMLE programme and 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 of 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 or other appropriate student platforms. Moreover, Partners give access to both physical and electronic library services and other student amenities.
- (4) The EMLE 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.

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.

- (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
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 timely to the student.
- (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.

- (3b) Notwithstanding Article 11(3), due to Covid-19, online access to classes is possible (streaming and/or recording, if necessary). Access to those online classes will only be given if Covid-19 related reasons make it impossible to attend them in person. Examples of such reasons are among others: lockdowns, home quarantine, Covid-19 related symptoms, travel delays or – restrictions, and delayed visa procedures. Students must notify both the local coordinator and the EMLE Management team by email as soon as it becomes clear that they cannot attend a given in-person class and they have to provide documentation of their situation in English. Cases will be evaluated on an individual basis. Restrictions on the number of people in a classroom may also result in online access to classes.
- (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, which will remain active also after graduation from the programme.
- (7) 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) will be made available to all students through the EMLE Programme, arranged by the Erasmus Mundus Coordinating Centre. The insurance package covers 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).
- (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 € 6,000. 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 € 10,500. 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 Ombudsperson. The Ombudsperson solves the problem in coordination with all parties involved and informs the Board during its next scheduled meeting.
- (2) In case of problems involving 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) Subject to the regulations of the university where a student is allocated to, students may be suspended or expelled from the EMLE programme in case of severe misconduct towards any member of the EMLE community (including students, staff, partners or teachers). This also holds for severe misconduct outside the university buildings and campus, and for severe online misconduct.
- (5) In the event that a dispute between the programme and one or more students cannot be resolved via the problem solving procedure described in article 13(1)-13(3) of this agreement and (one of) the parties decide to take legal action, the competent court is the court of the city in which the university is located where the student studies at the time of the occurrence of the aforementioned dispute. The applicable law is the law of the country in which the student is studying at the time of the occurrence of the aforementioned dispute.
- (6) 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.
- (7) 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.

- (8) 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) During official EMLE events (e.g. classes or the Midterm Meeting, among others) pictures may be taken for advertising purposes. These pictures could be used on the EMLE website, the website of EMLE partners or any other EMLE marketing purposes (EMLE catalogue or posters, social media as LinkedIn or the EMLE Facebook pages). You have the right to request access to your personal data and to request rectification, erasure, restriction, data portability, and to object to the processing of your personal data under certain circumstances. If you want to invoke your rights or if you have a question concerning privacy, you can contact management@emle.org. If you would like to lodge a complaint concerning privacy, you can do this with the national supervisory authority in the Netherlands on personal data (Autoriteit Persoonsgegevens).

§ 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 (**SIGNED AND RETURNED ON AN INDIVIDUAL FORM**)



Appendix 1

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.