

**Erasmus Mundus Joint Master Degree
in
Transnational German Studies**

Annex - Draft of Student Agreement for Erasmus Mundus scholarship holders

*For Partner Country / Programme Country Students funded within the Framework of the
Erasmus Mundus Joint Master Degree Programme*

ERASMUS MUNDUS JOINT MASTER DEGREE

The **Universidade do Porto**, Praça de Gomes Teixeira, P-4099-002 Porto, Portugal, as Coordinating Institution of the Erasmus Mundus Joint Master Degree in Transnational German Studies (awarded by the Université du Luxembourg, the Johannes Gutenberg-Universität Mainz, the Università degli Studi di Palermo and the Universidade do Porto), hereinafter called “TNGS”, of the one part,

and

the Student:

Last Name: _____

Date of birth: _____

Place of birth: _____

Nationality: _____

Passport number: _____

hereinafter called “Student”, of the other part,

HAVE AGREED to the following terms and conditions.

Introduction:

This Agreement regulates the mutual rights and obligations between the Consortium and the Student in every aspect concerning the EMJMD TNGS, to be delivered according to the study track as established in the TNGS EMJMD Study, Teaching and Exam Regulations (Annex 1), within the calendar defined by the partner institutions, and attached as Annex 2, both constituting an integral part of the present Student Agreement.

The TNGS master programme is supported by the European Commission Erasmus+ Programme, through the provision of Erasmus+ Scholarships to selected students under the Grant Agreement (GA) N°XXXX and in full compliance with the EMJMD action (https://ec.europa.eu/programmes/erasmus-plus/resources/documents/erasmus-programme-guide-2020_en).

Admission to the TNGS EMJMD:

The Student declares:

- I meet the necessary requirements to follow the EMJMD TNGS.
- I hold a Bachelor degree (or equivalent) and I have the required level of proficiency in German and English (as mentioned on the TNGS EMJMD website and on the online application tool).

- I have provided authentic information during the application and registration and on the online application and pre-registration tools.
- I have never been granted an Action 1 Erasmus Mundus Master Course scholarship.
- I have not spent more than 12 months in Europe over the last five years.
- I will refuse any other scholarship or bursary funded by the European Commission under other EU Funded Programmes.
- I commit to participate to the EMJMD/EACEA surveys/evaluations and to join the Erasmus Mundus Alumni Association (EMA: <https://www.em-a.eu/>).

Article 1: Financial aspects

§1. The Student will receive a **scholarship** of up to €35.000 (applicable to Programme Country participants) /€49.000 (Applicable to Partner Country participants) in total, granted by the European Commission to finance his/her participation in the two-year TNGS EMJMD, starting in the academic year 2021-2022.

§2. The Student agrees that TNGS will deduct the **participation costs** of €4.500/€9.000 per year (that is €9.000 (applicable to Programme Country participants) /€18.000 (Applicable to Partner Country participants) in total for the two years of the TNGS EMJMD), from the scholarship. These participation costs cover the 24 months of the TNGS EMJMD.

§3. The scholarship includes a €24.000 **living allowance** to contribute to cover the living expenses during the 24 months of the TNGS EMJMD. This sum will be paid directly to the Student's personal bank account in monthly instalments of €1.000, provided that the Student complies with Article 3 of this Agreement.

§4. The scholarship includes a **travel grant** for each participant:

- a. For Programme Country Student it amounts to €1.000 per year, i.e. €2.000 in total for the duration of the TNGS.
- b. For the Partner Country Student it is up to €3.000 per year (depending on the place of residence), plus a one-off €1.000 payment for installation costs which comes to a maximum of €7.000 to cover the mobility of the Student to Europe (Student travel costs, installation and other personal costs) and within Europe (for the mobility required for the TNGS EMJMD mobility tracks) and back to his/her home country (at the end of the two years).
- c. The travel grant will be paid directly to the Student's personal bank in two equal instalments, one at the beginning of the first academic year, the other at the beginning of the second academic year.

§5. The participation costs mentioned in Article 1 §2 includes the following:

- a. **Registration and tuition fees** at the four TNGS EMJMD institutions (i.e. at Université du Luxembourg, the Johannes Gutenberg-Universität Mainz, the Università degli Studi di Palermo and the Universidade do Porto);
- b. **Full Health and Accident Insurance coverage**, which the Student is obliged to accept, related to the activities for the full duration of the study period under the Erasmus + programme, according to the Minimum Requirements for the health and accident insurance coverage provided under EMJMD:
https://eacea.ec.europa.eu/sites/eacea-site/files/documents/2c_guidelines-for-insurance.pdf
 All information concerning the Marsh insurance cover is to be found under:
<https://www.marshconnect.eu/emis2MC.htm>
- c. Participation in all the **TNGS EMJMD activities** for the two years of the Course.
- d. **Administrative assistance** (support for visa issues, accommodation, bank account, etc.).

- e. **Any other Student costs**, such as document application, visa and residence permits, local transportation, travels to the host universities and accommodation, including the travel and accommodation expenditures, **are not covered** by these participation costs.

§6. The student will open a personal European Euro bank account and will provide the full details of this account to TNGS. TNGS will transfer the grant to this account.

§7. The scholarship does not create or entitle an employer-employee relation between the TNGS EMJMD and the Student.

Article 2: Contents of the TNGS EMJMD

§1. The TNGS consortium partners commit to:

- a. provide the Student with the relevant and necessary administrative assistance (support for visa issues, housing, bank account, etc.) from the TNGS management Team as well as the International Relations Offices at each partner institution;
- b. offer the Student full tuition, supervision, learning support and assessment related with the TNGS programme, with reasonable care and high professional standards;
- c. ensure that the appropriate working conditions are made available to the Student so that he/she may undertake the planned activities through the established support services;
- d. ensure permanent monitoring of the progress of the mobility period informing the Student on the performance monitoring and evaluation mechanisms, and the benchmarks and minimum requirements to successfully pass the course modules;
- e. provide full support throughout the Student's stay in regards to administrative aspects and his/her integration in the host country;
- f. publish on the TNGS EMJMD website and intranet all relevant information concerning the structure and organization of the Master course, its academic calendar, course's outline, modules, curricular units, assessment procedures, examination modalities, Master dissertation regulation and the grading system to assess the Student's performance;
- g. refrain from making any modifications to the structure and content of the programme unless specified clearly during the Call for Applications' stage of the edition to which such modifications will apply to;
- h. refrain from modifying the timetable, location, number of classes and method of delivery of the programme without previous notice to the enrolled Student through the usual communication methods;
- i. follow transparent and equal examination and degree awarding processes;
- j. fully recognise all successfully completed academic activities, Student's study times, study and examination achievements on the basis of courses, as an integral part of the qualification for which the Student is preparing, as well as the Master's thesis and final grades;
- k. offer an appropriate insurance scheme, according to the requirements of the Erasmus + Programme;
- l. support the Student in relation to accommodation and visa procedures and offer an integration service to the Student, and particularly the Student with special needs;
- m. guarantee the award of the Masters Diploma and the appropriate Diploma Supplement, if the Student successfully completes the programme.

Article 3: Attendance of courses and assessments

§1. The Student shall follow the study track within the calendar defined by the partner institutions and during the fourth semester, he/she will do research, write and defend a Master dissertation at the Università degli Studi di Palermo where the local rules apply for the assessment of the dissertation.

§2. At the end of the TNGS EMJMD, provided that the Student has successfully met all the requirements, he/she shall receive the Joint Master Degree Diploma in Transnational German Studies issued by the Université du Luxembourg, the Johannes Gutenberg-Universität Mainz, the Università

degli Studi di Palermo and the Universidade do Porto, complemented by the Joint Diploma Supplement. The Diploma Supplement shall list all the courses taken and the title of the thesis with their accompanying ECTS and grades with specification of training hours, language of instruction, institution delivering the course and all other relevant details such as the ECTS system. The Supplement will provide a description of the nature, level, content, context and status of the studies pursued and successfully completed by the student.

§3. The Student hereby commits him/herself on his/her honour to:

- a. obtain his/her residence permit from the national and local authorities upon his/her arrival in the host countries, if required.
- b. comply with the internal regulations of the host institutions and/or the consortium following the rules for attendance and discipline in place. Each TNGS EMJMD institution will provide the Student with a written copy of all relevant rules, in the same conditions as the ones applicable to the local students;
- c. attend the TNGS EMJMD courses assiduously with the objective of successfully completing the predefined coursework and examinations inherent to the programme of studies at the Université du Luxembourg, the Johannes Gutenberg-Universität Mainz, the Università degli Studi di Palermo and the Universidade do Porto;
- d. attend the compulsory Introduction Weeks in 2021 and 2022, which are considered an integral part of the TNGS academic programme;
- e. complete the TNGS EMJMD Programme, which has the duration of two academic years, beginning on [Date] 2021 and finishing at the graduation ceremony on [Date] 2023;
- f. fulfil all the administrative requirements established by the TNGS Coordinating Institution and the partner Universities by the due dates;
- g. behave in an ethical way during his/her studies, committing to no fraudulent act, and will specially avoid cheating, falsification or plagiarism of any academic work;
- h. respect the rules and procedures for the use of equipment and installations, avoiding any kind of abuse, misuse or any unauthorized access or violation of departmental, school or institutional rules;
- i. enrol on a full-time basis, without undertaking any occupation with regular salary in parallel to the studies of the TNGS EMJMD;
- j. contribute to disseminate the TNGS master programme and the excellence of teaching and research of the partner institutions and the European Higher Education Area.

§4. Any incident against the above mentioned commitments will be treated by the relevant academic authorities and may lead to the exclusion of the Student from the TNGS EMJMD Programme. Particularly if:

- a. the Student does not attend courses (lectures, seminars, tutorials, practical sessions, informative and official meetings) for which the student cannot justify with medical certificates or for which prior permission has been granted by the TNGS EMJMD;
- b. the Student fails to validate a year of study;
- c. the Student is the subject of disciplinary measures leading to his/her exclusion from the TNGS EMJMD institutions;
- d. the Student is the subject of legal prosecutions that prevent him/her from attending the TNGS EMJMD;
- e. the Student withdraws from the TNGS EMJMD, on his/her own decision or by force majeure.

In these cases, the Student understands that he/she will be excluded from the TNGS EMJMD.

§5. In case of exclusion, the local rules of the institution in which the student is currently studying will apply (in particular with regard to the appeal procedure).

§4. In such an event, the student hereby makes a commitment on his/her honour to reimburse the TNGS EMJMD Coordinating Institution (Universidade do Porto, Portugal) the excess funding from the grant(s) allocated to him/her, which consists of any TNGS funds received covering the period following the date of exclusion (except for the sums stipulated in Article 4 §1, §3 and §4).

§5. The academic programme ends after the dissertation defense and the graduation ceremony.

Article 4: Reimbursement

§1. As an exception to Article 3 §4, the Student shall not refund sums he/she received for:

- a. the rent of his/her accommodation, for the month of the day of his/her exclusion;
- b. tuition fees perceived for the remainder of the TNGS EMJMD (tuition fees amount to €9.000 per year for Partner Country students, €4,500 per year for Programme Country students);
- c. any other sums the Student shall need to live between the exclusion day and the end of the calendar month (e.g. food, transportation), within a limit he/she shall agree on with TNGS.

§2. Upon exclusion, the Student shall in due time and before his/her departure pay for the rent of his/her accommodation, for the month of the day of his/her exclusion, and any bank fees, bank charges or insurance fees contracted by the Student.

§3. TNGS will pay the Student the full amount of the monthly payment (living allowance) of the scholarship for the month of the day of his/her exclusion, thus enabling the Student to fulfil the commitments in Article 4 §2.

§4. In addition, TNGS will allocate funds to the student to cover the cost of travel back to his/her country of origin, which the student will not refund.

§5. For the Student's information, the Grant Agreement ([number]) between the TNGS EMJMD Coordinating Institution (Universidade do Porto, Portugal) and the Education, Audiovisual & Culture Executive Agency (EACEA) of the Commission of the European Communities which funds the TNGS EMJMD, imposes upon the Coordinating Institution, following the exclusion or the withdrawal of the Student from the TNGS EMJMD:

- a. to make the leftovers of the scholarship allocated to the Student available to a new applicant;
- b. to refund the EACEA of the Commission of the European Communities the remainder of the scholarship allocated to the Student if no new applicant is enrolled as a replacement (except for those funds mentioned in Article 4 §1, §3 and §4 for the prescribed use only).

Article 5: Modification of the Contract and dispute resolution conditions

§1. The Student must immediately communicate to TNGS all alterations to his/her initial situation.

§2. Any alteration to the present Student Agreement must be communicated in writing. Upon mutual agreement of contractual modifications, TNGS EMJMD will issue an addendum to the present agreement.

§3. In case of complaint, the Student may appeal, in writing, to the TNGS EMJMD Steering Committee with a reasoned explanation. The TNGS EMJMD Steering Committee will consider the issue and will make a decision within a month. However, for a specific complaint about a specific service or facility provided by a member institution, the Student will follow the complaints procedure of that institution.

§4. The TNGS EMJMD Consortium is exonerated from any responsibility for accidents, illnesses, injuries, losses or damages to persons or goods resulting from or in any way related to the activities that are object of the present agreement, which shall be covered by the insurance taken for the full duration of the study period.

§5. Without prejudice to the general consequences laid down in national law applicable in the present Student Agreement, TNGS reserves the right to cease the effects of the present document, without

recourse to any juridical procedure apart from adequate communication to the Student. Failing agreement by both parts, the Portuguese courts are designed as the only competent authorities to resolve any legal dispute between TNGS and the Student emerging from the Student Agreement, which will be governed by the Portuguese Law.

The Student agrees with the terms of this Student Agreement by signing the copy

Signed in twofold

Student	TNGS	TNGS
Name:	Programme Coordinator (John Greenfield)	Coordinating Institution (Vice-Rector...)
Date:	Date:	Date:
Signature:	Signature:	Signature: