



**Transnational German Studies
Erasmus Mundus Joint Master**

Student Agreement for TNGS EMJM scholarship holders

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

ERASMUS MUNDUS JOINT MASTER (EMJM)

(2023/24 Intake)

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

and

the Student:

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 Coordinating Institution, on behalf of the Consortium, and the Student in every aspect concerning the TNGS EMJM, to be delivered according to the study track as established in the TNGS EMJM Study, Teaching and Exam Regulations (Annex 1), which constitute an integral part of the present Student Agreement.

The TNGS EMJM is co-financed by the European Education and Culture Executive Agency (EACEA), acting on behalf of the European Commission, as Granting Authority (Grant Agreement 101050810). The co-financing includes the offer of EMJM scholarships to the best students of each edition of the course under the above-mentioned Grant Agreement (and in full compliance with the EMJM action).



Admission to the TNGS EMJM:

The Student declares:

- I meet the necessary requirements to follow the TNGS EMJM.
- I hold a Bachelor degree (or equivalent) and I have the required level of proficiency in German and English (as mentioned on the TNGS EMJM 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 and have completed my enrolment in the TNGS EMJM.
- I have never been granted an Erasmus Mundus Joint Master Degree scholarship.
- I will refuse any other scholarship or bursary funded by the European Commission under other EU Funded Programmes.
- I am aware of the obligation to participate in evaluation/surveys conducted by the beneficiaries and/or the Granting Authority and I commit to participate as requested.
- I am aware of the modalities for becoming a member of the Erasmus Mundus Students and Alumni Association (EMA: <https://www.em-a.eu/>).
- I am aware that the Partner Institutions and the Granting Authority collect and process my personal data with the purpose of implementing and/or managing the TNGS EMJM and report and/or monitor the co-funding attributed to it.
- I am aware of the mobility requirements of the TNGS EMJM.
- I am a full-time student.

Article 1: Financial aspects

§1. The Student will receive an EMJM scholarship of up to €33.600 in total to finance his/her participation in the two-year TNGS EMJM, starting in the academic year 2023-2024. The scholarship is a contribution to the costs incurred by the Student and covers travel, visa, installation and subsistence costs and is calculated on the basis of a monthly unit cost of €1.400 for the entire period needed to complete the study programme. This period covers study, research, placement activities, thesis preparation and defence, in line with the requirement of the EMJM. This sum will be paid directly to the Student's personal bank account in monthly instalments of €1.400 (pro-rata for partial months), provided that the Student complies with Article 3 of this Agreement. The scholarship will start on **XXXX September 2023** and will last for a maximum of 24 months.

§2. As the student is an EMJM scholarship holder and in order to ensure that, in accordance with EACEA funding rules, the student is not charged application fees, tuition fees or other mandatory costs related to the student's participation in the course, the TNGS EMJM Consortium will (given the contribution from the Commission to the institutional costs of the EMJM) provide the scholarship holder with:

- a. Registration and tuition fees at the four TNGS EMJM institutions (i.e. at Université du Luxembourg, the Johannes Gutenberg-Universität Mainz, the Università degli Studi di Palermo and the Universidade do Porto);



- b. 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 Requirements for the health and accident insurance coverage of the Granting Authority.
- c. Participation in all the TNGS EMJM activities for the two years of the Course.
- d. Administrative assistance.

§3. Any other student costs, such as application documents, visa and residence permits, local transportation, travels to the host universities and accommodation, including the travel and accommodation expenditures, must be covered by the scholarship holder from the EMJM scholarship.

§4 The student will open a personal European Euro bank account and will provide the full details of this account to U.Porto, as the Coordinating Institution. U.Porto will transfer the scholarship to this account on a monthly basis.

§5. The scholarship does not create or entitle an employer-employee relation between the any of the Partner Institutions of the TNGS EMJM consortium and the Student.

§6. The scholarship is suspended if the Student if forced to temporarily interrupt his/her studies (following duly justified and documented reasons). Scholarship payments are resumed afterwards provided that the action/TNGS EMJM co-funding is still ongoing.

§7. In case the Student does not fulfil the minimum mobility requirements there will be a reduction of the scholarship corresponding to the missing mobility period of the concerned academic semester.

Article 2: Contents of the TNGS EMJM

§1. The TNGS EMJM Partner Institutions commit to:

- a. provide the Student with the relevant and necessary administrative assistance (support for visa issues, housing, bank account, etc.) from the TNGS EMJM 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 EMJM 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 EMJM 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 Granting Authority;
- 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.
- n. process personal data of the Student solely for the purpose of managing and implementing the TNGS EMJM.

Article 3: Attendance of courses and assessments

§1. The Student shall follow the study track within the calendar defined by the partner institutions (first semester – Universidade do Porto; second semester - Université du Luxembourg; third semester - Johannes Gutenberg-Universität Mainz) 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 EMJM, 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.

§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 EMJM Partner 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 EMJM 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 at the beginning of each academic year, which are considered an integral part of the TNGS EMJM academic programme;
- e. complete the TNGS EMJM Programme, which has the duration of two academic years;
- f. fulfil all the administrative requirements established by the TNGS EMJM Coordinating Institution and the Partner Institutions 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 EMJM;
- j. contribute to disseminate the TNGS EMJM 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 EMJM 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 EMJM consortium;
- 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 EMJM Partner Institutions;
- d. the Student is the subject of legal prosecutions that prevent him/her from attending the TNGS EMJM;
- e. the Student withdraws from the TNGS EMJM, on his/her own decision or by force majeure.

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

§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 excess funding from the scholarships paid to him/her, which consists of any TNGS funds received covering the period following the date of exclusion.

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

Article 4: Reimbursement

§1. Following Article 3, §4, the reimbursement of any scholarship payments concerning the periods after the date of his/her exclusion or withdrawal/drop-out will be made to the Coordinating Institution, in accordance with the instructions that will be provided to the Student.

Article 5: Modification of the Contract and dispute resolution conditions

§1. The Student must immediately communicate to the Coordinating Institution all alterations to his/her initial situation that are likely to affect the present Student Agreement.

§2. The Student must immediately communicate to the Coordinating Institution his/her intention to withdraw/drop-out from the TNGS EMJM.

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

§4. In case of complaint, the Student may appeal, in writing, to the TNGS EMJM Steering Committee with a reasoned explanation. The TNGS EMJM 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.

§5. The Coordinating Institution, on behalf of the TNGS EMJM 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.



§6. Without prejudice to the general consequences laid down in national law applicable in the present Student Agreement, the Coordinating Institution, on behalf of the TNGS EMJM, 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 the Coordinating Institution, on behalf of the TNGS EMJM, 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 EMJM

U.PORTO - FLUP

Name:

Programme Coordinator
John Greenfield

Coordinating Institution

Paula Pinto Costa

Dean

Date:

Date:

Date:

Signature:

Signature:

Signature:

