

Consortium Agreement governing the implementation of the Joint Master's Degree Programme in International Humanitarian Action

Article 1	Purpose	1
Article 2	Parties	1
Article 3	Legal framework	2
Article 4	Programme governance	3
4.1	Roles and duties	3
4.2.1.	NOHA Master's Board of Directors.....	5
4.2.2.	Secretariat	6
4.2.3.	Joint Admissions Board.....	6
4.2.4.	Examination Board	6
4.2.5.	Joint Programme Committee	7
4.2.6.	Quality Enhancement and Curriculum Development Committee.....	8
4.2.7.	Advisory Board.....	8
4.2.8.	Ad hoc committees.....	8
Article 5	Degree programme	8
5.1.	Academic programme	8
5.2.	Semester structure and mobility paths	10
Article 6	Student administration	10
6.1.	Student application, selection and admission	10
6.1.1	Joint application	10
6.1.2	Selection and admission	11
6.1.3	Registration and enrolment.....	11
6.2.	Mobility	12
6.3.	EMJMD scholarship management system	12
6.4.	Performance monitoring	13
6.4.1.	Examination of students	13
6.4.2.	Student records.....	14
6.5.	Final degree and joint recognition	14
6.5.1.	Joint and mutual recognition	14
6.5.2.	Joint degree award, diploma supplement and joint NOHA Certificate.....	14
6.6.	Services available for students	16
6.7.	Students' rights and responsibilities	16
Article 7	Staff	17
7.1.	Teaching and administrative staff	17
7.2.	Staff mobility	17
7.3.	EMJMD scholars	18
7.4.	Non-educational actors	18
Article 8	Quality Assurance	19
Article 9	Programme information	19
Article 10	Publicity, awareness-raising and marketing	19
10.1.	Promotion	20
10.2.	Website	20
10.3.	Prospectuses of Partner Institutions	20
10.4	Use of crests and logos	20
Article 11	Financial management	21
11.1.	Financial arrangement	21
11.2.	Student participation costs	21



Article 12 Reporting	22
Article 13 Intellectual Property Rights	22
Article 14 Confidentiality and Data Protection	23
Article 15 Insurance	24
Article 16 Claims	24
16.1. Indemnity	24
16.2. Warning of other Partner Institutions	25
16.3. Force Majeure	25
Article 17 This Agreement	26
17.1. Contractual relationship.....	26
17.2. Transitional provisions	26
17.3. Development and sustainability	26
17.5. Dispute resolution	28
17.6. Application of laws	28
17.7. Termination.....	28
17.8. Duration	29
17.9. Signature pages	29
Annexes	29

Article 1 Purpose

This **Consortium Agreement** represents the joint procedure for the provision of a 120 ECTS NOHA Joint Master's Degree Programme in International Humanitarian Action (NOHA) (hereinafter referred to as the "**degree programme**"). This Agreement has been developed by the Partner Institutions in accordance with legislation in their respective jurisdictions and it establishes joint procedures and criteria for awarding a joint degree. The Consortium Agreement is formally established with retroactive effect as per 1 September 2019. Without affecting the former, the Agreement is also intended to be in accordance with a multi-beneficiary grant agreement with the European Commission (hereinafter referred to as the "**grant agreement**") within the framework of the Erasmus+ Programme of the European Commission fund for Erasmus Mundus Joint Master Degrees (hereinafter referred to as "**EMJMD**"). In this regard, all parties to this Consortium Agreement are subject to the rules and regulations put in place by the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "**EACEA**") regarding both their responsibilities towards the EACEA and towards the other parties to this Agreement.

Article 2 Parties

- a. The Consortium Agreement is concluded by and between the following Parties:
 - **Aix-Marseille Université**, Jardin du Pharo, 58 Boulevard Charles Livon, 13284 Marseille Cedex 07, France, (hereinafter also referred to as "**AMU**") and
 - **Ruhr-Universität Bochum**, Universitätsstraße 150, 44801 Bochum, Germany, (hereinafter also referred to as "**RUB**") and
 - **Universidad de Deusto**, Avenida de las Universidades, 24, 48007 Bilbao, Spain, (hereinafter also referred to as "**UD**") and
 - **University College Dublin**, Belfield, Dublin 4, Ireland, (hereinafter also referred to as "**UCD**") and
 - **Rijksuniversiteit Groningen**, P.O. Box 72, 9700 AB Groningen, the Netherlands, (hereinafter also referred to as "**RUG**") and
 - **University of Malta**, Msida MSD 2080, Malta, (hereinafter also referred to as "**UM**") and
 - **Uppsala Universitet**, Box 256, SE-751 05 Uppsala, Sweden, (hereinafter also referred to as "**UU**") and
 - **Uniwersytet Warszawski**, Krakowskie Przedmieście 26/28, 00-927 Warsaw, Poland, (hereinafter also referred to as "**UW**").
- b. These Parties are members of the Network On Humanitarian Action (hereinafter referred to as "**NOHA**").
- c. Further parties can be added to this Consortium Agreement. The addition of new partners may require a review of the terms of this Consortium Agreement in agreement with article 17.4. Hereinafter, the Parties to this Consortium Agreement are collectively referred to as the "**Partner Institutions**" or interchangeably as "**the Parties**"; they are also referred to individually as "Partner Institution" or "Party".
- d. In addition to the aforementioned, the Consortium can have Associated Partners (hereinafter also referred as AP). Associated Partners can be Higher Education Institutions outside of Europe or non-academic institutions, they participate in the implementation of the degree programme in the form

of, but not limited to, knowledge and skills transfer, the provision of complementary courses or backing possibilities for secondment or placement.

e.

Article 3 Legal framework

- a. The Partner Institutions hereby agree as follows with regard to the activities described in the terms and conditions herewith. This Agreement shall specify the rights and obligations of the Partner Institutions concerning the delivery and running of the degree programme. All Partner Institutions are subject to the rules and regulations set up by this Agreement regarding both the responsibilities towards students and other parties to this Agreement.
- b. For the duration of this agreement as defined in article 17.7 and 17.8, this Consortium Agreement regulates the delivery of a 120 ECTS joint Master's degree programme at level 7 of the Humanitarian Action Qualifications Framework, level 7 of the European Qualifications Framework for Lifelong Learning and the second cycle in the Framework for Qualifications of the European Higher Education Area, as well as their equivalents at national level of the countries of the Partner Institutions.
- c. The Partner Institutions are subject to national legislative requirements and agree that they shall, within the economic means available for the NOHA programme, co-operate and provide all necessary assistance as may be reasonably requested by any Partner Institution to enable compliance with such obligations.
- d. For the duration of this agreement as defined in article 17.7 and 17.8, all Partner Institutions shall ensure that the degree programme is correctly registered, shall ensure that the degree programme is correctly accredited as a joint Master's degree for 120 ECTS in their national jurisdiction in accordance with national regulations and shall duly inform each other of any developments regarding the accreditation status. The Partner Institutions will adjust the implementation of this Consortium Agreement to any new legislation coming into force during this period.

Instit.	Accreditation authority	Legal basis for accreditation and awarding of the international joint Master degree, in force at the time of signing the Consortium Agreement:
AMU	Ministère de l'Enseignement Supérieur, de la Recherche et de l'Innovation	Le code de l'éducation, le décret n° 84-573 du 5 juillet 1984 modifié relatif aux diplômes nationaux de l'enseignement supérieur, le décret n° 2002-481 relatif aux grades et aux titres universitaires et aux diplômes nationaux, le décret n° 2005-450 du 11 mai 2005 relatif à la délivrance de diplômes en partenariat international, Arrêté du 17 mai 2018 accordant l'Université d'Aix-Marseille en vue de la délivrance de diplômes nationaux
RUB	Akkreditierungsrat through AQAS (signatory to MULTRA)	Gesetz über die Hochschulen des Landes Nordrhein-Westfalen.
UD	la Comisión de Verificación y Acreditación de Planes de Estudios del Consejo de Universidades	Ley Orgánica de Universidades, así como las normas adoptadas en su desarrollo sobre la ordenación de las enseñanzas universitarias oficiales, sobre expedición de títulos universitarios oficiales y sobre expedición del título del programa Erasmus Mundus.
UCD	Quality and Qualifications Ireland (QQI)	Qualifications and Quality Assurance (Education and Training) Act 2012.

RUG	Nederlands-Vlaamse Accreditatieorganisatie, NVAO (signatory to MULTRA)	Wet op het hoger onderwijs en wetenschappelijk onderzoek (WHW).
UM	University of Malta	Education Act, Chapter 327 of the Laws of Malta. By virtue of Subsidiary Legislation 327.433 (of Legal Notice 296 of 2012) Further and Higher Education (Licensing, Accreditation and Quality Assurance) Regulations, the University of Malta is a self-accrediting provider for programmes up to and including level 8 of the Malta Qualifications Framework. This means that the University of Malta has the capacity to self-accredit existing and new programmes and is exempt from provider and programme accreditation for the purposes of these regulations.
UU	Universitetskanslersämbetet (UKÄ)	1 kap. 17 -18 §§ Högskolelagen, 6 kap. 11-11f §§ Högskoleförordning (1993:100).
UW	Polska Komisja Akredytacyjna, PKA (signatory to MULTRA)	Ustawa z dnia 20 lipca 2018 r. Prawo o szkolnictwie wyższym i nauce (Dz.U. poz. 1668, z późn. zm.).

- e. The Partner Institutions agree to cooperate fully in relation to any audits, reviews, evaluations and quality assurance processes, monitoring, assessments and reports undertaken by any Partner Institution and by any other relevant body or person as agreed by the Master's Board as defined in article 4.2.1.
- f. The Consortium and its Partner Institutions shall provide within five (5) working days of receipt of a request for assistance from any Partner Institution such information in its possession or power as may be reasonably requested in order to assist the Partner Institution to comply with its obligations under national legislation.
- g. If for some reason the degree programme at one Partner Institution loses its accreditation to award the joint Master degree according to its national law and regulations, the Institution shall be removed from this agreement pending new national accreditation. A satisfactory solution for the students affected shall be required.

Article 4 Programme governance

4.1 Roles and duties

- a. **Coordinating Institution:** The Universidad de Deusto is the Coordinating Institution of the degree programme on behalf of the Partner Institutions with respect to the signing of a multi-beneficiary grant agreement with the European Commission as an EMJMD consortium. Within the limits of the grant agreement, the Coordinating Institution led by the Joint Programme Coordinator shall perform the following duties as stipulated by the European Commission:
 - the Coordinating Institution represents and acts on behalf of the group of Partner Institutions vis-à-vis the European Commission;
 - the Coordinating Institution bears the financial and legal responsibility for the proper operational, administrative and financial implementation of the entire project under the grant agreement;

- the Coordinating Institution coordinates the EMJMD in cooperation with all other project partners.

As such, the aforementioned mandate to the Coordinating Institution includes that by signing this Agreement a Party grants power of attorney to the Coordinating Institution vis-à-vis the European Commission to act in its name and on its account concerning the implementation of this project and for the duration of this project under the Grant Agreement. The Coordinating Institution is to keep Participating Institutions updated on all decisions or the like that may affect that Participating Institution and to give affected Participating Institutions a fair possibility to veto a decision or the like that affects them

- b. Issuing University:** the degree-awarding Partner Institution responsible for the issuing of the physical joint degree award, its diploma supplement and any pertaining tasks on behalf of or in joint decision with the other degree awarding Partner Institutions as described in this Agreement.. The Partner Institutions can agree on a different Issuing University for selected students in the NOHA Master's Board of Directors, or for the whole Consortium by unanimous vote in the NOHA Master's Board of Directors and the explicit endorsement in writing by the current Issuing University. The development of formal documentation relating to the joint degree award, the parchment, diploma supplement and any and all other formal documentation relating to the joint Master's degree programme shall be undertaken in consultation with, and subject to formal approval by, the Partner Institutions.
- c. Communication and Public Relations Office:** a Partner Institution responsible for the management and coordination of communication and public relation matters of the NOHA consortium. The Communication and Public Relations Office shall be located at Ruhr-Universität Bochum. The Partner Institutions can agree on a different location for the Communication and Public Relations Office by unanimous vote in the NOHA Master's Board of Directors. The development and establishment of communication and public relations strategies and actions shall be undertaken in consultation with, and subject to formal approval by, the Partner Institutions.
- d. First Semester University:** a degree-awarding Partner Institution responsible for the first semester of a student's degree programme and jointly responsible for the fourth semester of a student's degree programme.
- e. Second Semester University:** a degree-awarding Partner Institution responsible for the second semester of a student's degree programme and jointly responsible for the fourth semester of a student's degree programme.
- f. Third Semester Partner:** an Associated Higher Education Partner Institution at which a student follows a mobility semester in the third semester of the degree programme or a non -academic Associated Partner at which the student carries out a Work Placement.
- g. NOHA Directors:** Each Partner Institution shall appoint a NOHA Director in accordance with its own procedures and national regulations. The Programme Director shall liaise with his or her counterparts in the other Partner Institutions on all matters concerning the degree programme and shall ensure that the degree programme at his or her Partner Institution is consistent with the joint agreements concerning the degree programme.
- h. Joint Programme Coordinator:** The NOHA Director of the Coordinating Institution shall act as Joint Programme Coordinator and has overall coordination responsibility over the degree programme. He or she represents the Partner Institutions before the European Commission and is the interlocutor between the European Commission and the Partner Institutions and Associated Partners. He or she reports to the Master's Board and other stakeholders on the operation, coordination and quality

enhancement of the degree programme.

- i. **NOHA Coordinators:** Each Partner Institution shall appoint a NOHA Coordinator in accordance with its own procedures and national regulations. The NOHA Coordinator assists the NOHA Director and carries out day-to-day administrative and technical tasks concerning the students, quality assurance, mobility in the degree programme and general matters related to studying at the Partner Institution. He or she liaises with the other NOHA Coordinators, the Joint Programme Coordinator, students at other universities in the degree programme, and with external partners. In addition, the NOHA Coordinators support the Secretariat and the QECD Committee, as defined in article 4.2.2 and article 4.2.6 respectively, with the data collection system, information analysis and proposals and suggestions for the quality enhancement of the Master.
- j. **NOHA Faculty:** The academic teaching staff of the Partner Institutions and Associated Partners directly involved in the development and implementation of the degree programme.

4.2. Joint governing bodies

All governing bodies established by this agreement and herein described which have responsibility for the various aspects of the joint Master's degree programme, shall be subject to the internal governance and management arrangements and oversight of the respective Partner Institutions. The following governing bodies are established:

- the NOHA Master's Board of Directors,
- the Secretariat,
- the Joint Admissions Board,
- the Examination Board,
- the Joint Programme Committee,
- the Quality Enhancement and Curriculum Development Committee,
- the Advisory Board,
- and when required, ad hoc committees.

4.2.1. NOHA Master's Board of Directors

- a. The NOHA Master's Board of Directors, hereinafter the **Master's Board**, shall comprise the NOHA Directors that have been selected by each of the Partner Institutions to represent them in the Consortium on all matters concerning the degree programme within the limits of this agreement. The Master's Board shall be responsible for general management, academic supervision, quality assurance, degree awarding issues and recognition issues, Consortium changes, dispute resolution and student complaints.
- b. The NOHA Director of each Partner Institution shall be a voting member on the Master's Board. The Master's Board establishes by consensus its own decision-making procedures and for which domains consensus shall not be required, unless stated otherwise in this consortium agreement.
- c. The Master's Board shall meet at least twice each year in person. Additional meetings can also be held via electronically mediated systems.
- d. In case of absence, the NOHA Director should be replaced by a voting member designated by its institution.
- e. Minutes of the Master's Board meeting shall be distributed to all members of the Master's Board within fifteen days after the meeting. Any changes to the draft minutes must reach the NOHA

Secretariat within one week after the distribution of the minutes. After this deadline, the NOHA Secretariat shall produce and file a final version, a copy of which shall also be sent to all NOHA Directors.

4.2.2. Secretariat

- a. The Secretariat shall have the responsibility for the overall management of the Consortium under the guidance and governance of the Master's Board.
- b. The Secretariat shall be partly based at the Coordinating Institution, also designated as the Master's Secretariat, in order to support the coordination and day-to-day management of the programme and its support mechanisms, specifically tasks regarding quality assurance, application, selection and admission, student administration, EMJMD insurance, mobility coordination and grant funding, and all matters concerning Erasmus Mundus. The Master Secretariat's tasks include direct support for the Master's Board meetings (e.g. the minutes), programme finances and relations with the NOHA Master's Associated Partners.
- c. The Secretariat shall be partly based at the Issuing University, also designated as Joint Degree Office, coordinating the issuing of the physical joint degree award, its joint diploma supplement and any pertaining tasks based on the decision of degree awarding Consortium partners. This encompasses a.o. the Joint Degree Office, registration of students, the administration of all examination records under the leadership of with the local coordinators and examination boards; the coordination of joint examination procedures, the delivery of the Joint Degree by issuing the joint Diploma, issuing the accompanying joint Diploma Supplement and issuing of the transcript of records.
- d. The Secretariat shall be partly based at the Communication and Public Relations Office. It develops and implements the communication policy of the Consortium as agreed with the Partner Institutions, manages the public website, the joint application platform and the graduation platform, and supports communication and public relation actions of the Partner Institution related to the degree programme.

4.2.3. Joint Admissions Board

- a. Assisted by the Secretariat and under the supervision of the Master's Board, the Joint Admissions Board shall be responsible for the selection and admission of all students to the degree programme, including EMJMD grantees. If required by national laws and regulations, the final decision about admission will be made by the Partner Institution concerned.
- b. The Joint Admissions Board shall consist of one representative from each Partner Institution. The Partner Institution is responsible for appointing its representative in accordance with its own procedures and national regulations.
- c. The Joint Admissions Board convenes physically or through electronically mediated systems at least once after each application deadline and can hold additional meetings until a selection and admission procedure is completed.

4.2.4. Examination Board

- a. Taking into account the comprehensiveness and richness of the Consortium and its degree programme, the Examination Board of the degree programme is organised in a decentralised manner through a system of Local Examination Boards, or their equivalents, supported in an advisory capacity by the NOHA Master's Board of Directors.

The **Master's Board** is responsible for the overall quality and standards of the degree programme and for agreeing upon the academic standards. It assists universities which are ultimately responsible for compliance and ensuring the degree programme is delivered to the highest academic standards.

- b. The Master's Board shall consider complaints about academic judgments, and about matters to do with the student's course of study or research only if the candidate is not satisfied with the outcome reached at the First Semester University, Second Semester University or Third Semester University as appropriate.
- c. The Master's Board does not deal with the effective organisation of the tests and examinations which are carried out by each university involved, and may function as a Review Committee only if the student is not satisfied with the outcome reached at the university level.
- d. The Master's Board in its function as Examination Board of the Consortium shall deliberate cases, brought to its attention with at least one week notice, during the first forthcoming meeting as stipulated in article 4.2.1.d of this Agreement. If the nature of the case brought to its attention demands a swift ruling, the Joint Programme Coordinator can organise a special meeting or written consultation of its members via electronically mediated systems instead. It is noted that conclusions of the review of cases by the Examination Board in regard to particular examination decisions may be considered as strictly advisory in relation to Partner Institutions that cannot release the power to overrule examination decisions to a board external to that Partner Institution.
- e. **Local Examination Boards** at each of the universities or their equivalent authority (for instance in the form of a jury, a *Prüfungsausschuss*, an *Examencommissie*, or certain ad hoc committees) have authority to make decisions in relation to the local implementation of assessment standards, study and examination regulations, the thesis and control of supervision quality, fraud and plagiarism cases, ex-matriculation, as well as other issues related to the aforementioned, but are bound by the Consortium Agreement, the Study and Examination Regulations and any other bilateral and multilateral agreements developed by the NOHA Consortium and its Partner Institutions under the Consortium Agreement, in so far as is legally possible according to national legislation. Concerning matters that have wider implications for the Consortium, the local Examination Board or its equivalent should consult with the Master's Board.
- f. The universities conduct all assessments in accordance with the policies and procedures in force at the respective university and with reference to those adopted by the Master's Board.
- g. The Local Examination Boards or their equivalents shall convene as frequently as stipulated by the policies and procedures in force at their respective universities, but taking into account the mobility of students during the course of the degree programme and any requests of Partner Institutions.

4.2.5. **Joint Programme Committee**

- a. The Joint Programme Committee acts as advisor to the NOHA Master's Board of Directors. It is responsible for the system review and advice on policy developments for the joint degree programme.
- b. The Joint Programme Committee meets physically at least once a year during the Intensive Programme, referred to in Article 5.2, to ensure the coherence and consistency of the concept of the joint degree programme. Additional meetings, including those specified by the Internal

Quality Handbook of the Consortium, can also be held via electronically mediated systems.

- c. The Joint Programme Committee is composed of student representatives (one per Partner Institution) and NOHA Faculty representatives (one per Partner Institution).
- d. Each student representative and NOHA Faculty representative is elected by the Programme Committee or its equivalent at his or her Partner Institution, in accordance with legal requirements.

4.2.6. Quality Enhancement and Curriculum Development Committee

- a. The Quality Enhancement and Curriculum Development Committee, hereinafter **QECD Committee**, is composed of one person per Partner Institution.
- b. The QECD Committee prepares and implements on behalf of the NOHA Master's Board of Directors quality enhancement and curriculum development measures throughout the Consortium and reinforces the jointness of the degree programme using the European Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG) as a reference.
- c. The QECD Committee meets whenever called upon or whenever the annual internal quality procedures as detailed in the Internal Quality Handbook of the Consortium require, either in person or via electronically mediated systems.
- d. The QECD Committee is accountable to the Master's Board and the Joint Programme Coordinator.
- e. The QECD Committee assists the Joint Programme Committee to evaluate the degree of achievement of learning objectives and the coherence of the programme and ensures that there are effective procedures for data collection, information analysis and proposals and the channelling of suggestions for improvement of the degree programme.

4.2.7. Advisory Board

- a. The Advisory Board consists of representatives of the non-academic Associated Partners. Its members are appointed by the NOHA Master's Board of Directors in consultation with the Associated Partners.
- b. The Advisory Board provides recommendations to the Board of Directors on the quality of the degree programme and specific knowledge that is needed for placements and the humanitarian labour market.
- c. The Advisory Board will gather annually with the QECD, or whenever called upon, either in person or via electronically mediated systems..

4.2.8. Ad hoc committees

The Master's Board can establish committees or task forces for specific assignments that fall outside the direct scope or capacity of the aforementioned joint governing bodies.

Article 5 Degree programme

5.1. Academic programme

- a. The aim of the degree programme on **International Humanitarian Action** is to impart an academic education to students in terms of specialised knowledge, skills and competence in the interdisciplinary field of international Humanitarian Action, such that they are able to perform

successfully in specific humanitarian contexts in occupations for which specific academic knowledge and skills at Master's degree level are required or preferred. Its purpose is to provide students with the profile of a broad formation in the area of international humanitarian action, in which both critical thinking and research skills are emphasised while contextualised to humanitarian action in a specific region or organisational context. The goal is to educate, in an interdisciplinary spirit, high level and highly dedicated personnel who can function with professionalism and informed by their theoretical insights and humanitarian principles, ensuring quality of services in the broad field of humanitarian relief.

- b.
- c. The joint curriculum has a modular structure and comprises five mandatory components spreadover four semesters and two years:
- A. Intensive Programme (5 ECTS) – first half of September
 - B. Foundation Period (25 ECTS) – middle of September to the end of January.
 - C. Specialisation Period (30 ECTS) – February to June.
 - D. Contextualisation Period (30 ECTS) – June to January.
 - E. Research Period (30 ECTS) – February to August.
- d. The academic programme, the learning outcomes, the mandatory modules and the timetable of modules run by the Consortium, the Partner Institutions and associated partners as part of this degree programme shall be as established in the "Study and Examination Regulations" attached in annex to this Consortium Agreement. The "Study and Examination Regulations" are subject to this agreement and provide a minimum of regulations that can be further supplemented by other instruments developed by the NOHA Consortium under this Consortium Agreement, by bilateral agreements between the Partner Institutions, and by the study and examination regulations or their equivalent in existence at each of the Partner Institutions, provided these are not in contradiction with national legislation, the Consortium Agreement and the "Study and Examination Regulations".
- e. Although the semester timetables can differ slightly in each Partner Institution, every effort should be made to ensure that students attending the degree programme at different locations can start and finish in the same time period, thus allowing adequate transition time between mobility periods. Each Partner Institution shall take care to ensure that students have a balanced workload in each semester.
- f.
- g. The Partner Institutions shall be responsible for the delivery of their own modules while taking into account joint agreements on learning outcomes, teaching and assessment methods, literature, textbooks and other learning materials.
- h.
- i. Assisted by the QECD Committee, the Master's Board shall be responsible for managing and improving the jointly developed degree programme and its modules.
- j.
- k. A Partner Institution or associated partner can only implement variations and changes to the structure and content of the degree programme within the limits specified by the Master's Board or after approval by the Master's Board.

5.2. Semester structure and mobility paths

a. The components of the degree programme are taught in semesters and locations as follows:

Semester	Component	Workload	Location and mobility
semester 1	Intensive Programme	5 ECTS	IP joint location University
semester 1	Foundation Period	25 ECTS	First Semester University
semester 2	Specialisation Period	30 ECTS	Second Semester University
semester 3	Contextualisation Period	30 ECTS	Associated Partner (Third Semester University and/or Work Placement organization)
semester 4	Research Period	30 ECTS	First Semester University

- b. With respect to the previous table, mobility from the First Semester University to the Second Semester University is mandatory. Mobility to a Third Semester University not being the student's First Semester University or Second Semester University is mandatory for Erasmus Mundus students.
- c. A specification of which Partner Institutions shall be a First Semester University, Second Semester University and/or Third Semester University and which associated partners shall be a Third Semester University, combined with a detailed elaboration of the possible combinations of First Semester University, Second Semester University and Third Semester University in terms of mobility paths, shall be as established in the "Study and Examination Regulations" attached in annex to this Consortium Agreement.
- d. The jointly developed online Student Handbook provides students information on the content and conditions of the semesters at the First Semester Universities, the Second Semester Universities and Third Semester Universities, as well as the content and conditions of the jointly organised fourth semester.

Article 6 Student administration

6.1. Student application, selection and admission

The Study and Examination Regulations attached in annex to this Consortium Agreement regulate the application, selection and admission procedures in detail, including the eligibility and selection criteria, language qualification requirements, the joint application procedure, the admission procedure and the Joint Admissions Board.

6.1.1 Joint application

- a. The application procedure for the degree programme is jointly organised and implemented by the Consortium in agreement with the Study and Examination Regulations.
- b. The Master's Secretariat, on behalf of the Consortium, shall organise, receive and process all applications for admission to the degree programme.

6.1.2 Selection and admission

- a. The Joint Admissions Board shall be responsible for the annual selection and admission of all students to the degree programme in accordance with the joint procedures and criteria specified in the Study and Examination Regulations attached in annex to this Consortium Agreement. If required by national laws and regulations, the final decision about admission will be made by the Partner Institution concerned.
- b. The Master's Board shall be responsible for setting and reviewing the admission criteria in the Study and Examination Regulations according to national law and regulations. Due consideration shall be taken to national requirements for admission of students.
- c. No Party Institution is obliged to admit a student in conflict with national legal requirements for admission.
- d. Partner Institutions will make a reasonable effort to aid students in obtaining any necessary visa and residence permits before their studies commence. For EMJMD scholarship holders, it is a responsibility of all Partner Institutions to ensure that the authorisations required for visa and residence permits are in order before the Partner Institution permits the student's activities in the degree programme to take place, in accordance with national regulations.
- e. The Master's Secretariat shall assist the Joint Admissions Board with the selection and admission of all students on the degree programme.

6.1.3 Registration and enrolment

- a. The Master's Secretariat shall be responsible for drawing-up the list of admitted students and admitted students with an EMJMD scholarship according to the timing agreed by the Master's Board, and shall inform the Partner Institutions accordingly in a timely manner.
- b. Prior to a student's enrolment in the degree programme, the accepted student and the Joint Programme Coordinator representing the Consortium shall sign a Student Agreement covering the academic, financial, administrative, behavioural and other relevant aspects related to the degree programme and, for the EMJMD scholarship holders, the scholarship management. In addition, the Student Agreement shall include the Study and Examination Regulations (detailing the requirements for successful acquisition of ECTS credits including assessment modalities and grading system as well, the consequences in case of failure to acquire them), as well as information about the services provided to the student, and details related to health and social security, mobility requirements, and thesis, exam and graduation rules to the extent described in the online Student Handbook. The Partner Institutions will take care that the student is informed of any updates in this information.
- c. Admitted students register and enrol at their First Semester University and at the Issuing University in agreement with the regulations of the First Semester University, the Issuing University and national legal requirements.
- d. Additional registration and enrolment at the Second Semester University and, if applicable, the Third Semester University depend on and shall be in conformity with the regulations of these universities, the Issuing University and national legal requirements. The Second Semester University and if applicable the Third Semester University are responsible for informing students in a timely and transparent manner.
- e. In case a student follows part of the degree programme at a location other than one of the degree awarding Partner Institutions (e.g. at one of the associated partners), the First Semester

University of the student shall take care of the student's registration and enrolment at the First Semester University or at one of the other degree awarding Partner Institutions.

6.2. Mobility

- a. Students shall have to complete a study period in at least two Partner Institutions.
- b. The Partner Institutions shall decide in mutual agreement the distribution of students among the First Semester University, the Second Semester University and Third Semester University, taking into account the students' preferences, the sustainability of the network and other relevant factors.
- c. Each of these mandatory mobility periods must result in the completion of at least 30 ECTS credits at one of the Partner Institutions or associated partners and may not be virtual for EMJMD scholarship holders.
- d. The Study and Examination Regulations attached to this Consortium Agreement regulate and describe the Mobility Plan for students of the degree programme in detail, including the universities involved, the mobility periods, and the applicable requirements and procedures.
- e. All First Semester Universities, Second Semester Universities and Third Semester Universities shall provide appropriate information to students about the academic requirements, the services for the mobility, the administrative requirements and the financial regulations the mobility implies.
- f. Examinations passed at one of the Partner Institutions and associated partners as part of the degree programme are fully and automatically recognised by the Issuing University and the other Partner Institutions of the student's degree programme.

6.3. EMJMD scholarship management system

- a. If EMJMD status is awarded to the Consortium, the Secretariat shall organise, receive and process all applications for Erasmus Mundus scholarships on behalf of the Consortium and under the supervision of the Coordinating Institution.
- b. Applicants for EMJMD scholarships shall go through a joint application and selection procedure organised by the Consortium separate from the regular joint application procedure.
- c. The eligibility and selection criteria as well as the rules of procedure for the joint application and selection procedure for EMJMD scholarships shall be the same as those for the regular application and selection procedure of student application, selection and registration, *mutatis mutandis* to comply with the specific requirements for EMJMD scholarships as specified by the Erasmus+ programme.
- d. EMJMD scholarships shall be awarded to the best applicants worldwide taking the required geographic balance into account (or, in the case of additional scholarships for one or more targeted regions of Erasmus+ Partner Countries of the world, to the best applicants from those one or more targeted regions of Erasmus+ Partner Countries of the world), and in agreement with the eligibility and selection criteria and procedures established by the Consortium in the Study and Examination Regulations as attached in annex to this Agreement, as well as the specific criteria and procedures stipulated by the Erasmus+ programme.
- e. The Master's Secretariat, on behalf of the Consortium and under supervision of the Coordinating Institution, shall manage the admission of the EMJMD scholarship grantees to the programme, coordinate their mandatory mobility periods and the required registration with the Partner Institutions and associated partners involved. In addition, the Master's Secretariat shall enable a

balanced distribution of EMJMD scholarship grantees among the Partner Institutions to the extent possible subject to approval by the NOHA Master's Board of Directors.

- f. The participation costs charged to EMJMD student scholarship grantees shall not be in excess of the maximum participation costs established by the Erasmus+ programme. The difference between the regular participation costs for the degree programme and the maximum participation costs established by the Erasmus+ programme is borne by the Consortium and is not charged to the EMJMD scholarship grantee.
- g. The Master's Secretariat, on behalf of the Consortium and under the supervision of the Coordinating Institution, shall manage the EMJMD scholarship funds and process their payments to the grantees in a timely fashion.
- h. Each Partner Institution is required to immediately notify the Master's Secretariat, Joint Examination Office and Coordinating Institution of any student that terminates his or her participation in the degree programme ("**drop-outs**"), either upon the student's formal notification to terminate his or her participation in the degree programme, or upon, de facto, substantial continued absence from the degree programme. The Coordinating Institution shall duly inform the European Commission concerning any drop-outs of EMJMD student scholarship grantees.
- i. The Coordinating Institution, assisted by the Master's Secretariat and with the full cooperation of the Partner Institutions, shall be responsible for any required reporting on the EMJMD scholarships to the European Commission. The Partner Institutions shall provide within five (5) working days of receipt of a request for assistance from the Coordinating Institution such information in its possession or power as may be reasonably requested in order to assist the Coordinating Institution to comply with its obligations under this Consortium Agreement to the European Commission.

6.4. Performance monitoring

6.4.1. Examination of students

- a. The Study and Examination Regulations attached to this Consortium Agreement regulate the examination and assessment of students of the degree programme, including joint agreements on the order of examinations, assessment methods and criteria, grading, the joint conversion table for grades, access to information on grading, resits and re-assessments, functional disorders and handicaps, unfair practice and fraud.
- b. Partner Institutions shall conduct examinations and assessments in accordance with the policies and procedures in force at the Partner Institutions without prejudice to those adopted by the Master's Board and stated in the Study and Examination Regulations of the Consortium, provided so possible in accordance with national law.
- c. All modules are weighted according to the ECTS system and in conformity to national regulations on this. Partner Institutions accept differences in national regulations among the Partner Institutions concerning awarding ECTS credits and they recognise the number of ECTS credits awarded by Partner Institutions for the degree programme without further conversion.
- d. Where required, all grades shall be converted and recognised in conformity with the joint conversion table for grades as established in the Study and Examination Regulations attached in annex to this Agreement. In addition to the aforementioned and where required, grades

and credits obtained from associated partners shall be converted and recognised in agreement with the Memorandum of Understanding with the associated partner concerned.

6.4.2. Student records

- a. The Partner Institution undertakes to keep appropriate records of the students attending its programme, and to provide students and partners the certification of a student's performance on request.
- b. Each Partner Institution shall be responsible for keeping accurate records of their students and for transferring records in a timely fashion after examination or at the end of the mobility period to the central records of the Issuing University and the Master's Secretariat, as well as to Partner Institutions that require a full academic record of a given student to award the joint degree according to their legislation.
- c. The communication shall be undertaken by the registrar offices of each degree-awarding Partner Institution, or their equivalent, via information technology tools as provided by the Issuing University in accordance with the data protection regulation of this agreement. If national legislation prevents a Partner Institution to transfer records to the central records of the Issuing University via information technology tools, a transcript of records released in English at minimum has to be provided.

6.5. Final degree and joint recognition

6.5.1. Joint and mutual recognition

Each Partner Institution formally recognises the modules offered within the joint degree programme and the credits awarded.

6.5.2. Joint degree award, diploma supplement and joint NOHA Certificate

- a. Each student who successfully completes the degree programme as described in the Study and Examination Regulations, including the compulsory mobility programmes of at least 30 ECTS each, and who has fulfilled the requirements of the applicable national legislations shall receive a joint Master's degree testified by a joint diploma on behalf of the degree awarding Partner Institutions involved in the provision of the degree programme to that particular student.
- b. Each joint degree award is accompanied by a diploma supplement presenting the details of the student's academic programme and academic achievement, following the template developed by the European Commission, the Council of Europe and UNESCO/CEPES and adapted to any further specifications in national legislation where applicable.
- c. The Issuing University, as defined in article 4.1.b, shall be responsible for:
 - processing and keeping the student's records for the issuance of a single joint degree award on behalf of the Partner Institutions, except in cases of bilateral joint degrees;
 - delivering and issuing a single joint degree award, the diploma supplement and their duplicates on behalf of or in joint decision with the Partner Institutions involved in the provision of the joint degree programme to that student; and
 - registering the official joint degree according to national law and custom within its country.
- d. The Partner Institutions shall:
 - confer the right to issue and deliver the joint degree award and the diploma supplement

- on their behalf to or in joint decision with the Issuing University as defined in article 4.1;
- recognise the joint degree award and the diploma supplement issued by the Issuing University on their behalf or based on a joint decision;
 - be responsible for submitting the full transcript of records of the student's degree programme followed at its location; and be responsible, if applicable, for registering the official joint degree according to national law and custom within its country.
- e. The Partner Institutions agree that this Consortium Agreement in combination with their national legislation provide sufficient legal basis to start issuing joint degree awards. Without prejudice to the former, Partner Institutions can decide to conclude an additional bilateral agreement with the Issuing University, other Partner Institutions and associated partners for the purpose of the concrete implementation of the joint degree or to fulfil specific national legal requirements.
- f. The joint degree award shall indicate clearly that the award is a joint Master's degree Programme in International Humanitarian Action. It shall also clearly indicate the universities on behalf of which the degree is being awarded and shall be issued according to this Consortium Agreement and any applicable bilateral agreements.
- g. If the European Commission recognises the degree programme as an Erasmus Mundus Joint Master Degree, the degree award and the diploma supplement shall make explicit reference to the fact that the programme is a jointly designed Erasmus Mundus Joint Master's Degree Programme in International Humanitarian Action.
- h. The degree-awarding Partner Institutions hereby allow each other to use their crests and logos on the joint degree award and diploma supplement issued under this Consortium Agreement, when the joint degree award and diploma supplement is issued on their behalf or in joint decision, or when national regulations require the Issuing University to indicate the group of consortium partners on the document.
- i. If national legislation or internal university policies and procedures prevent a degree-awarding Partner Institution from recognising the joint degree award and/or diploma supplement as legally delivered by the main Issuing University on its behalf or in joint decision, that Partner Institution shall take full responsibility for legally issuing and delivering the joint degree award and diploma supplement on behalf of or in joint decision with the Partner Institutions involved in the student's degree programme including the conclusion of bilateral agreements with the Partner Institutions involved, processing and keeping students' records for the issuance and delivery of joint degree award and diploma supplement, and registering the joint degree according to national law and custom within its country. Without prejudice to the aforementioned, a Partner Institution may transfer the task of issuing the joint degree and diploma supplement with reference to this agreement to the Issuing University, if stipulated in a bilateral agreement. In such cases, the Issuing University needs to be notified in written by the degree department, or equivalent, of the Partner Institution and provided with a copy of the bilateral agreement. With reference to the aforementioned, each Partner Institution shall bear full responsibility for only admitting students to its programme for whom a joint degree award and diploma supplement can be issued by at least two degree-awarding Partner Institutions in the student's degree programme.
- j. If a degree-awarding Partner Institution does not issue a joint degree award or recognise a joint degree award issued in joint decision or on its behalf to a student who has fulfilled the mandatory study period at that Partner Institution and has fully fulfilled all requirements for

graduation included in this Consortium Agreement, the Study and Examination Regulations and related joint agreements, that Partner Institution shall be held in breach of this Consortium Agreement and will be liable for any damages incurred. Upon discovery of such cases, the Consortium shall investigate the facts and circumstances behind the breach. In the event that the Partner Institution could have foreseen and prevented the breach but neglected to act appropriately, the Consortium shall take appropriate measures, possibly including removal of that Partner Institution as a Party to this Consortium Agreement. Notwithstanding the aforementioned, the Partner Institution shall be required to limit the consequences for the student involved by resorting to the award of a double degree and diploma supplement. This double degree award and diploma supplement shall make explicit reference to the joint programme and the degree award issued by the Issuing University in agreement with national legislation. In such cases, the Partner Institution shall take full responsibility for legally issuing and delivering the double degree award and diploma supplement including the conclusion of bilateral agreements with the Partner Institutions involved, processing and keeping students' records for the issuance and delivery of double degree award and diploma supplement. Without prejudice to the aforementioned, a Partner Institution may transfer the task of issuing the double degree and diploma supplement with reference to this agreement to the Issuing University, if stipulated in a bilateral agreement. In such cases, the Issuing University needs to be notified in written by the degree department, or equivalent, of the Partner Institution and provided with a copy of the bilateral agreement.

6.6. Services available for students

- a. The Partner Institutions shall be responsible for student entry into the new culture and school environment at their respective premises, where applicable and appropriate through an introduction programme.
- b. The Partner Institutions shall ensure that students participating in the degree programme shall benefit from all services offered by the Partner Institution to its regular students enrolled in local programmes, which include, as a minimum, access to appropriate library, ICT and learning facilities, support for obtaining visas and residence permits, support in securing adequate accommodation, counselling and other related student and administrative support services. In addition, each Partner Institution, where willing, is encouraged to include any available language courses and health insurance schemes. The online Student Handbook of the degree programme shall provide further information on such services and applicable conditions.

6.7. Students' rights and responsibilities

- a. Each student shall be provided with a Student Agreement in accordance with a template drawn up by the Consortium, which agreement shall list the rights and responsibilities of students with respect to the academic component of the joint degree programme, as well as any administrative requirements and services available. The Student Agreement shall be signed by the student and the Joint Programme Coordinator of the degree programme, representing the Consortium.
- b. Without prejudice to the Consortium Agreement, the Student Agreement, the Study and Examination Regulations and Master's Board agreements, students shall be entitled to the same rights and privileges and subject to the same duties and responsibilities expressed in the Partner Institution's regulations, procedures and customs (including any disciplinary regulations) for elements of the

degree programme delivered by a given Partner Institution. It is recognised that variations in the general regulations of Partner Institutions are acceptable.

- c. Fees other than tuition fees for the standard duration of the degree programme including, but not limited to, re-examination fees, late registration fees and extending registration beyond the standard duration of the degree programme, may be payable by students in addition to the general tuition fee. These shall be levied at the publicly published standard rate of each Partner Institution involved.
- d. The costs for travel, room and board are the responsibility of each student and shall be paid from the student's own funds. Partner Institutions shall instruct their students to keep, and maintain in full effect, health insurance with such coverage as the Partner Institution may deem fit, in the context of applicable law.
- e. While at the Partner Institution, the local policies for the resolution of complaints and appeals shall apply. As a general rule, these need to be exhausted before Consortium procedures can be called upon.

Article 7 Staff

7.1. Teaching and administrative staff

- a. The Partner Institutions shall be responsible for appointing sufficient and appropriately qualified staff to deliver the various elements of the degree programme specified in this Consortium Agreement and the Study & Examination Regulations.
- b. Teaching staff at each Partner Institution involved in the delivery of the degree programme shall be fluent in the language of instruction established in the Study and Examination Regulations for the provision of the degree programme at the Partner Institution. Language proficiency shall be checked according to each Partner institutions rules. They shall also be available to teach and attend meetings at other Partner Institutions when required.
- c. The Consortium and its Partner Institutions endeavour to involve renowned scholars, experts and professionals in the field of humanitarian action to contribute to and further enhance the quality of the degree programme. Such involvement may include mobility of scholars/guest lecturers and staff members across the Partner Institutions themselves, between the Partner Institutions and associated partners, as well as inward mobility from outside the Consortium, with a clear link to the degree programme.

7.2. Staff mobility

- a. The Partner Institutions shall regulate the reception and/or employment of faculty members and administrative staff intended to participate in mobility under this Agreement, in conformity with their regulations and national law, where required and applicable.
- b. Personnel covered by this Agreement shall continue to comply with the contractual obligations of their originating university and shall continue to receive their due remuneration and benefit from the rights that they are entitled to for their legal position, according to the legislative norms existing in the country of the originating university. In each case, the originating university shall consider the duration of the stay as an ordinary service period, for all intents and purposes.
- c. The Parties agree that all financial issues relating to payments due to mobile staff shall be negotiated

during the delivery of the programme and shall depend on the availability of funds.

- d. Staff mobility must result in concrete added value to the delivery of the degree programme at another Partner Institution or associated partner.

7.3. EMJMD scholars

- a. As for scholars under an EMJMD grant, the Consortium's minimum criteria for selecting scholars include the minimum requirements set by the European Commission, including, but not limited to, the following requirements:
 - the proposed scholar must bring concrete added value to the delivery of the degree programme at another Partner Institution or associated partner;
 - the proposed scholar must be involved in the activities of the degree programme for at least eight (8) weeks in total;
 - the proposed scholar shall not be in receipt of payment from other EU funding schemes (including other Erasmus+ actions) for the same activity or activities covered by the EMJMD grant.
- b. The Master's Board may change the above-mentioned criteria following additional and/or new requirements of the European Commission or complement these criteria by adding further requirements in the interest of enhancing the quality and implementation of the degree programme.
- c. The Partner Institutions each bear responsibility for proposing appropriate scholars for mobility, as well as joint responsibility for the selection of scholars under the support of the EMJMD grant.

7.4. Non-educational actors

- a. The Consortium shall endeavour to engage and closely cooperate with actors from the field of Humanitarian Action in its implementation of the degree programme in order to enhance the quality of the content of the degree programme, to maintain a close relationship between the profile of the degree programme and the demands of the humanitarian sector in terms of knowledge, skills and competence and to improve employability possibilities for graduates of the degree programme.
- b. Such engagement and cooperation may include, but is not limited to the following contributions by or with non-educational actors, as the case may be:
 - guest lectures;
 - joint development of curriculum content (e.g. resources, lecture series, simulations, trainings and complementary courses);
 - contributing specific expertise for research projects in the degree programme;
 - field trips and excursions;
 - internship arrangements;
 - labour market information;
 - participation in external evaluation of the degree programme; and
 - revision of the degree programme curriculum.
- c. Activities developed for the degree programme in cooperation with actors and institutions not party to this Consortium Agreement shall ultimately, in every case, fall under the immediate responsibility of the Partner Institution or Partner Institutions directly involved in terms of learning outcomes, teaching and assessment methods, quality assurance, finances and other aspects

covered by this Agreement and the Study and Examination Regulations.

- d. Depending on the degree programme and the nature of the cooperation with actors and institutions not party to this Consortium Agreement, the Partner Institutions may make formal arrangements that are regulated separately, provided that these remain in conformity with the requirements of this Agreement and the Study and Examination Regulations.

Article 8 Quality Assurance

- a. The Master's Board is responsible for the overall quality and standards of the degree programme. It shall monitor compliance of Partner Institutions with this Agreement and it shall be responsible for ensuring that the degree programme is delivered to the highest academic standards. For this purpose, the Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG) shall serve as a reference. The quality assurance will follow the European Approach for Quality Assurance of Joint Programmes approved by the EHEA ministers in May 2015.
- b. The QECD Committee assists the Master's Board in its Quality Assurance tasks and responsibilities including, but not limited to, the implementation of quality enhancement and curriculum development measures throughout the Consortium.
- c. The ultimate responsibility for academic standards in each Partner Institution rests with the representative of that Partner Institution on the Master's Board.
- d. Quality assurance shall be based on both internal and external assessment measures, involving the relevant stakeholders in the degree programme.
- e. External quality assurance shall comprise at least the required national accreditation procedures, but also the quality reviews for the European Commission and the EMJMD-catalogue and any other external assessments agreed upon by the Master's Board.
- f. Internal quality mechanisms, evaluation processes and the related involvement of governing bodies of the degree programme are defined and described in the Internal Quality Handbook. The Internal Quality Handbook outlines in detail the procedures and instruments for evaluating the degree programme in terms of modules, mobility, labour market integration, overall satisfaction and other quality aspects.

Article 9 Programme information

- a. The Master's Secretariat shall ensure that the online Student Handbook is updated and that its contents are in line with agreements sanctioned by the Master's Board.
- b. Each Partner Institution shall ensure that the course manuals of the modules coordinated by it are up to date and complete and that they are distributed to the students in a timely fashion. In addition, each Partner Institution shall ensure that students receive all relevant information and instructions in a timely fashion so as to facilitate a successful study period at the Partner Institution.

Article 10 Publicity, awareness-raising and marketing

10.1. Promotion

- a. The promotion of the degree programme and awareness-raising shall be the joint responsibility of all Partner Institutions.
- b. The Consortium, through its Master's Board and Communication and Public Relations Office, shall market, advertise and promote the degree programme to ensure worldwide visibility of the degree programme and, if awarded, its Erasmus+ scholarship scheme.
- c. The Master's Board shall hold discussions at least once a year on the communication strategy for promoting the degree programme and the channels to be used, including, but not limited to, the use of the website of the degree programme, of social media, of the websites of the Partner Institutions, and interaction with European and national agencies for higher education, cultural services and diplomatic representations of the Partner Institution countries and the European Union, scientific and professional bodies and organisations, humanitarian agencies and international scientific conferences.
- d. Publicity material developed by the Communication and Public Relations Office or Partner Institutions shall be approved by the Master's Board and shall always include a statement on the joint nature of the programme.

10.2. Website

- a. There shall be a single, comprehensive, integrated website for the degree programme providing all the necessary information on the degree programme for future employers and students, including the joint application procedure for the degree programme.
- b. The Communications and Public Relations Office, on behalf of the Consortium, shall develop and maintain the website for the degree programme.
- c. The Partner Institutions shall provide input for the website of the degree programme as well as to any common marketing material on request by the Communications and Public Relations Office.
- d. The Partner Institutions shall maintain links to that website from their own websites.

10.3. Prospectuses of Partner Institutions

The Partner Institutions shall include details of the degree programme in their prospectuses, websites and other promotional materials, and include the degree programme as part of their entries in compendia and other guides.

10.4 Use of crests and logos

- a. Each Partner Institution agrees that the Consortium may use and display its name and logo for the purposes of the provision of the degree programme and the development of promotional material, degree programme literature and other documentation of the degree programme.
- b. Without prejudice to the former, the endorsement of each Partner Institution shall be required prior to the explicit use of its identity (name, logo, colours and typeface) in advertisements, prospectuses and other publicity materials. In all cases, the wording should be in accordance with the guidelines of each Partner Institution.
- c. Through appropriate use of all Partner Institutions' logos, names and design identities, promotional material shall indicate that the degree programme is delivered by the Consortium partners and that it leads to the award of a joint degree.

- d. Each Partner Institution hereby undertakes that it shall not at any time, use, or permit to be used by third parties, the name, insignia, logo or other distinctive identifying feature of the other Partner Institutions, except where such use is authorised under this Agreement or another agreement between the Partner Institutions involved.
- e. Should the European Commission award the degree programme Erasmus Mundus Joint Master Degree status within the framework of the Erasmus+ Programme, the Consortium and its Partner Institutions shall use the EU emblem (EU flag) in conjunction with the name “Erasmus+” in all promotional material regarding the degree programme, including on the joint website, in printed material and at student fairs, in accordance with the stipulations of the grant agreement concluded between the Consortium and the European Commission.

Article 11 Financial management

11.1. Financial arrangement

- a. The Master’s Board establishes and approves the annual and multi-annual budget of the Consortium.
- b. The Coordinating Institution shall be responsible for financial management. The signatories to the Consortium Agreement authorise the Coordinating Institution to handle financial management on their behalf. The Coordinating Institution shall have overall responsibility for the financial management of the degree programme, including the administration and intake of student participation costs, the management and distribution of scholarships and EMJMD scholarships, as well as managing all other income and general expenditures in relation to the Consortium.
- c. The signatories to the Consortium Agreement agree to the allocation of funds for the centralised administrative structures and they agree to the redistribution scheme of centrally collected participation costs to the respective universities, as described in greater detail in the financial annex to the consortium agreement. The Coordinating Institution (Master’s Secretariat), the main Issuing University (Joint Degree Office) and the Communication and Public Relations Office shall be responsible for the management of the consortium and of the joint programme according to a predesignated task division.

11.2. Student participation costs

- a. The Master's Board can, subject to the approval of the Partner Institutions, agree to amend the participation costs to be charged to students.
- b. The participation costs shall be quoted in Euros and shall be applied to all Partner Institutions.
- c. Students pay € 12,000 (twelve thousand euros) participation costs for the entire 120 ECTS programme for the nominal study period, whether European or non-European. The student participation costs are to be paid to the Coordinating Institution.
- d. Payment in four instalments shall be a possibility, each time before the beginning of a new semester.
- e. Student participation costs are defined as all costs related to and including tuition fees, library and laboratory costs and any other mandatory cost related to the students' participation in the Joint Master’s Degree Programme in International Humanitarian Action for the standard duration of the degree programme, including support in administrative and organisational issues by the consortium partners, costs for enrolment at the consortium partner’s institutions, all examinations and the issuing

of the final diploma.

- f. Student participation costs do not cover accommodation, travel to and from partner universities and travel documents (visa, passport) included within the framework of the mobility programme or any costs beyond the standard duration of the degree programme. Any costs beyond the standard duration of the degree programme shall be levied at the standard rate of each Partner Institution involved.
- g. Students that receive an EMJMD grant shall receive a fee waiver for the sum by which their participation costs exceed the amount allocated in the funding of the EMJMD, and the NOHA universities shall cover the difference between the amount of the grant received and the participation costs. The tuition fees at the partner universities shall be paid from the participation costs in accordance with the financial agreement attached to this Consortium Agreement.
- h. All students' rights and obligations concerning an EM grant are regulated in the scholarship agreement.

Article 12 Reporting

- a. The Coordinating Institution, with the assistance of the Secretariat and all Partner Institutions, shall be responsible for submitting all required reports and for reporting to the European Commission, the Consortium and other relevant bodies.
- b. The Coordinating Institution, with the assistance of the Secretariat and all Partner Institutions, shall be responsible for maintaining, during the term of this Agreement and for five years after its termination or expiry, full and complete records relating to the degree programme.

Article 13 Intellectual Property Rights

- a. Each Partner Institution hereby grants to the other Partner Institutions a non-exclusive, non-transferable, royalty-free licence to use their respective names and logos including trademarks, solely for the purpose of performing their obligations and exercising their rights under this Consortium Agreement. Each instance of such use of the names and logos shall be in such form as agreed with the Partner Institution in question.
- b. The Partner Institutions shall ensure that all goodwill resulting from the use by a Partner Institution under this Consortium Agreement of the Intellectual Property Rights of other Partner Institutions shall be of benefit to the owner of such Intellectual Property Rights.
- c. Each Partner Institution shall promptly and fully notify the other Partner Institution of any actual, threatened or suspected infringement of the other Partner Institution's Intellectual Property Rights which comes to the first Partner Institution's notice, and of any claim by any third party coming to its notice that the marketing and/or offering of the degree programme infringes any rights of any third party.
- d. Each Partner Institution grants to the other Partner Institutions a non-exclusive, non-transferable, royalty-free licence to use their respective Intellectual Property Rights which were obtained by it separately from its activities under this Consortium Agreement (meaning any information, including knowledge, know-how or Intellectual Property Rights, which are owned or controlled by a Party on the effective date of this Agreement, or in respect of which ownership or control is acquired by a Party as a result of activities performed outside the framework of this Agreement) solely insofar as the use of such Intellectual Property Rights is necessary for the purpose of performing such Partner Institution's

- obligations and exercising their rights under this Consortium Agreement.
- e. The Partner Institutions agree that the Intellectual Property Rights in all materials for the degree programme covered by this Consortium Agreement, created by any of the Partner Institutions, shall vest in and be owned by the specific Partner Institution responsible for creating and/or developing the relevant degree programme materials (the "originating party"), unless otherwise agreed in writing between the Partner Institutions. Materials which are created jointly by Partner Institutions under this Consortium Agreement, or which are created by the Coordinator or any of the Partner Institutions on behalf of, and in representation of, the Consortium during the course of the applicability of this Agreement shall vest in and be owned by the Consortium partner institutions.
 - f. The ownership and control of intellectual property generated in relation to tangible and intangible materials in connection with the degree programme are regulated as follows:
 - If generated by a student or students participating in the degree programme, the ownership shall be subject to the rules of the given Partner Institution responsible for delivering the module or programme during the course of which such student or students created the intellectual property; provided that where more than one Partner Institution is responsible for the module or programme, the rules of the Issuing University apply.
 - If generated by staff participating in the delivery of the degree programme, the ownership shall be subject to the rules of the Partner Institution employing such member of staff.

Article 14 Confidentiality and Data Protection

- a. All data and other documents and information (other than promotional material) supplied in writing ("**Supplied Material**") by any Partner Institution (the "**Supplying Party**") to another Partner Institution (the "**Receiving Party**") under this Agreement and exhibiting an appropriate "Confidential" or "Proprietary" legend shall remain the property of the Supplying Party and shall be treated as confidential, both during the performance of this Agreement and for a period of at least ten years thereafter.
- b. Partner Institutions will ensure that, where data is obtained from registered and prospective students, prior consent is obtained and that those students understand that this data may be shared amongst the Institutions once collected.
- c. The Receiving Party shall not during the term of this Agreement or at any time thereafter use
- d. any confidential Supplied Material or disclose any confidential Supplied Material to any third party save to the extent as may be reasonably necessary for the fulfilment of the Receiving Party's duties and obligations under this Agreement.
- e. Without prejudice to the above, the Receiving Party's obligations under the preceding clause shall nevertheless cease to apply in the following cases:
 - where any Supplied Material becomes available to the public generally other than through a breach of this clause;
 - where the Receiving Party can prove that the Supplied Material was lawfully known to the Receiving Party at the time of receipt from the Supplying Party or is developed independently by individual(s) employed or engaged by the Receiving Party without benefit of the Supplied Material and without any existing obligation of confidentiality or that the Supplied Material was already in the public domain at such time;
 - where the Supplied Material was lawfully received from a third party without restriction or breach

- of any obligation of confidentiality;
- where the Receiving Party is required to disclose Supplied Material pursuant to a court, judicial or other lawful order; and
 - where the disclosure of Supplied Material is required to enable the Receiving Party to comply with the information disclosure obligations required by national legislation.
- f. Each Party shall as soon as reasonably possible advise the other Party in writing of any unauthorised disclosure or misuse of Supplied Material after it becomes aware of such unauthorised disclosure or misuse.
- g. Each Party undertakes that it will have in place technical and organisational security measures to protect relevant data from unauthorised or unlawful processing and accidental loss or damage, sufficient to ensure compliance under the relevant Data Protection laws, specifically the new European General Data Protection Regulation (GDPR).
- h. The Coordinating Institution will be responsible for processing all requests for information made under the new European General Data Protection Regulation (GDPR). Where requests are made retrospectively, the Coordinating Institution at the time of the student being matriculated onto the Programme will be responsible for processing such requests, with the cooperation of all relevant Institutions as required.
- i. These provisions shall remain valid following termination or expiration of this Agreement.

Article 15 Insurance

- a. The Partner Institutions undertake to provide students admitted to the degree programme with insurance coverage corresponding to insurance coverage of its other students when at that Partner Institution.
- b. Students are required to obtain an appropriate health insurance and legal liability insurance if so required. Each Partner Institution undertakes to provide appropriate information to students for their registration in the national health system or for the provision of other kinds of health insurance which may be required either before their arrival or once they have registered at the Partner Institution.
- c. The Consortium shall select a suitable insurance policy for EMJMD student scholarship holders and EMJMD scholars/guest lecturers participating in the Consortium's activities that is 100% compliant with the EACEA minimum requirements.

Article 16 Claims

16.1. Indemnity

- a. Should it occur that the degree programme fails to be recognised by the European Commission within the Erasmus Mundus Joint Master Degree scheme, no Party shall under any circumstances be held responsible to any other Party for any damage caused thereby.
- b. Each Party generally undertakes to perform its scope of work relating to this Agreement, at its own risk and under its own sole liability and shall bear all consequences in compliance with the provisions hereunder.
- c. A Party ("Accountable Party") shall indemnify any other Party (including that other Party's employees, agents and contractors) against any and all expenses, liabilities, losses, claims, damages, costs, litigation attorney fees (including legal costs) and proceedings, arising from complaints about

modules or the degree programme as a whole, or any other complaint of professional negligence arising in connection with the Accountable Party's performance of this Agreement, provided that the complaints are not due to the gross negligence or deliberate omission or wilful misconduct of the other Party, its employees, agents or contractors.

- d. A Party ("Accountable Party") shall release any other Party from all civil liability arising from loss, damage or cost, liability, litigation, expenses, injury to person or injury resulting in death resulting from the Accountable Party's performance of this Agreement, unless such loss, damage or cost, liability, litigation, expenses, injury to person or injury resulting in death is due to gross negligence or deliberate omission or wrongful act on the part of the other Party or its staff.
- e. Each Party subject to a claim, for which the Party intends to seek indemnity within the terms of this Agreement from another Party ("Accountable Party") shall:
 - as soon as reasonably practicable after becoming aware of the claim, provide the Accountable Party with reasonable details of it and thereafter provide the Accountable Party in a timely manner with such information relating to the claim as may reasonably be requested from time to time by the other;
 - not make, and use its reasonable endeavours to procure that there is not made, any admission of liability, except with the prior written consent of the Accountable Party;
 - keep the Accountable Party reasonably informed of all material developments relating to, and regularly informed of the progress of, the claim;
 - use its reasonable endeavours to procure that the handling of the claim, including without limitation any resistance to or defence of it, is carried out and conducted in all material respects in accordance with such reasonable written directions as may be given by the Accountable Party; and
 - not settle or compromise the claim, and procure that the claim is not settled or compromised, except with the prior written consent of the Accountable Party, which consent shall not be unreasonably withheld or delayed.

16.2. Warning of other Partner Institutions

With respect to defaults or difficulties in the performance of this Agreement and obligations that may give rise to a claim or to the application of liquidated damages for default or delay, the Parties agree to inform each other of foreseeable delays or failures in the performance of their works, so that any action likely to mitigate the expected delay or failure, or of avoiding the application of liquidated damages or any other indemnity, herein provided, may be taken forthwith.

16.3. Force Majeure

- a. None of the Parties to this Agreement shall be responsible to another Party for any delay in performance or non-performance due to Force Majeure (which, for the purpose of this Agreement, means any cause preventing any Party from performing any or all of its obligations which arise from or are attributable to the acts, events, omissions or accidents beyond the reasonable control of the Party so prevented, including without limitation, any strike, lock-out or other form of industrial action, war, riot, civil commotion, terrorism, malicious damage, compliance with law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other natural disasters).

- b. The affected Party shall promptly upon occurrence of any such causes inform the other Parties, stating that such cause has delayed or prevented its performance hereunder and thereafter the affected Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. Should the Force Majeure in question prevail for a continuous period in excess of one (1) month, the Parties shall enter into discussion with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable. Throughout the duration of the Force Majeure event(s), the affected Party shall use its reasonable efforts to cure or reduce the effect thereof.

Article 17 This Agreement

17.1. Contractual relationship

- a. This Agreement constitutes a contractual relationship between the Parties which shall exist only for the purposes set out in article 1 of the present Agreement. This Agreement and its annexes constitute the entire agreement and the Parties acknowledge that in entering into this Agreement no Party relies on, and shall have no remedy in respect of, any statement, representation, warrant or understanding, however made, other than as expressly set out in this Agreement.
- b. This Agreement is not intended to create nor should it be construed as creating a corporation, agency or partnership (whether general or limited), or any legal entity or continuing relationship or commitment between the Parties other than as expressly contained in this Agreement. There will be no sharing of profits or losses among the Parties.
- c. Non-enforcement of any provision of this Agreement shall not constitute a waiver or precedent in respect of that or any other provision at any other time or by any other Party.
- d. If any provision (or part of a provision) included in this Agreement is found to be illegal, void or unenforceable, in whole or in part, then such provision shall be severed from the rest of this Agreement and the remainder of this Agreement shall continue to have full force and effect for all intents and purposes of the law.

17.2. Transitional provisions

- a. The Parties agree to fully start the Joint Master's Degree Programme in International Humanitarian Action, as governed by this Agreement, by September 2019.
- b. Notwithstanding the previous clause, a Party may request an exemption from implementing certain parts of this Agreement if national legislation, university regulations or administrative procedures prevent implementation by September 2019, though under the condition that the other Parties agree with such an exemption and under the condition that the Consortium Agreement and its annexes are fully adhered to by September 2020.

17.3. Development and sustainability

- a. In terms of excellence, course integration, the joint nature of the endeavour under this Agreement and financial viability, the Partner Institutions strive to develop and implement the degree programme in such a way that the degree programme can still be started, even if no EU funding

should become available, and that it can exist beyond the EU funding period.

- b. The Partner Institutions intend to secure financial sustainability beyond EU funding by:
 - committing 'in kind' resources that underpin the Consortium, enabling it to continue as an international network in the future; and
 - supporting the institutional embedding of the degree programme in the Consortium and at the Partner Institution itself in all necessary aspects.
- c. The Consortium intends to secure sustainability in terms of finances and excellence of the degree programme by:
 - developing a portfolio approach to sources of finance, including the possibilities of non-EU scholarships for students;
 - supporting the students in minimising the associated costs and overheads for students of the degree programme;
 - frequently reviewing the degree programme and adapting it to deliver interdisciplinary multi-skilled graduates that respond to the needs of the humanitarian sector;
 - increasing the involvement of relevant actors from the humanitarian field in the degree programme, for example in the form of strategic partnerships;
 - advancing an integrated communication strategy for marketing the degree programme and involving alumni, networks, European and national agents in targeting different audiences of the degree programme;
 - pursuing and adhering to Erasmus Mundus as a brand of excellence for the degree programme on a global level;
 - continuing the integration of the degree programme in the wider academic network of NOHA partner institutions ; and
 - constantly improving the strategic positioning at global level and performing a leading and innovating role in the global higher education market.

17.4. Amendments, communications and new partners

- a. No change, alteration, modification or addition to this Agreement shall be valid unless agreed in writing and properly executed by the Parties hereto.
- b. Any demand notice or other communication given or made under or in connection with this Agreement shall be in writing.
- c. Subject to the approval of the Partner Institutions, the Master's Board can adopt and revise the Study and Examination Regulations as attached to this Consortium Agreement without requiring a renewal of this Consortium Agreement.
- d. Subject to the approval of the Partner Institutions, the Master's Board can adopt and revise the Financial Agreement of the Consortium as attached to this Consortium Agreement without requiring a renewal of this Consortium Agreement. The Financial Agreement establishes the financial regulations, procedures and reporting rules of the Consortium, including but not limited to the definition of student participation costs, the multi-annual budget for the EMJMD implementation, the internal reimbursement of eligible costs, the mobilisation of complementary non-EU funds and the distribution of the EMJMD management lump sum within the Consortium.
- e. The Consortium, through its Master's Board, shall consider requests from potential partner institutions to become members of the Consortium. The addition of a new partner institution shall be regulated through an amendment to this Agreement, signed by the legally authorised university

representative of the existing Partner Institutions and the new Partner Institution.

17.5. Dispute resolution

- a. In the event of any dispute between the Parties regarding this Agreement, the details of the circumstances of any such dispute shall be communicated in writing by the Party alleging the same to the other Party/Parties, which communication shall also be copied to the Master's Board.
- b. In the event of any dispute between the Parties regarding this Agreement, the Parties agree to attempt to reach an amicable settlement in good faith, which amicable settlement shall attempt to be facilitated by the Master's Board.
- c. In the event that such attempt is unsuccessful, such dispute shall be resolved through a **"Dispute Resolution Panel"**, being a three-person panel composed as follows:
 - The claimant and the respondent (or, in the case of multiple claimants and/or respondents, the multiple claimants, jointly, and/or the multiple respondents, jointly) shall each nominate one panel member. The nominated members shall appoint a third panel member, who also shall serve as the chairperson of the Dispute Resolution panel.
- d. The Dispute Resolution Panel so constituted shall set its own rules of procedure and adjudicate the matter submitted to it.
- e. The decision of the Dispute Resolution Panel shall be final, and upon it being communicated to the Parties, they shall abide by it forthwith as far as legally possible.

17.6. Application of laws

- a. Any dispute arising out of, or in connection with, this Agreement, including any question regarding its existence, validity or termination, if not resolved by mutual amicable settlement or by means of a Dispute Resolution Panel between the Parties within a reasonable time, being no more than a total of three months, shall be subject to:
 - the national law of the Partner Institution at which the student resided when the conflict originated; orshould the former option not be applicable, the national law of the Issuing University where the student is expected to graduate.
- b. Notwithstanding the previous clauses, the application of laws shall be such that legislation of the Parties involved is accommodated to the maximum extent possible.

17.7. Termination

- a. Parties to this Agreement shall each be entitled to terminate their commitment to this Agreement through a phased withdrawal, for any reason, by giving at least twelve (12) months' notice in writing to the Master's Board prior to the 31st of August of any given year during the applicability of this Agreement.
- b. The Master's Board may require a Party to terminate its commitment to this Agreement if that Party persistently does not fulfil its obligations and requirements as outlined in this Agreement.
- c. In the event of a Party withdrawing from the Consortium, the Master's Board shall manage the phased withdrawal, respecting the interests of the enrolled students and ensuring the conditions for the effective continuation of their studies.
- d. Any Party wishing to terminate its commitment shall agree upon a phased withdrawal plan, during

which its legal obligations to each student must be analysed, assessed and reported to the Master's Board. Should the Party be unable to honour its commitment to its students during the course of its withdrawal, arrangements shall be made to transfer the obligations to another Partner Institution. This may involve, among others, the transfer of funds between the Parties involved, for such purpose.

17.8. Duration

- a. This Agreement shall apply for the period 1 September 2019 to 31 August 2025.
- b. Commencing 1 September 2023, the Master's Board shall conduct a review of this Agreement and of the quality of the degree programme and decide whether or not it is prepared to extend this Agreement on the same terms and conditions. This review shall be required to be completed before 31 October 2024, by which date the Master's Board shall be required to have presented its outcomes. After the expiration of the period referred in paragraph a of this article, this Agreement shall be automatically extended until the outcome of a review process by the Master's Board, with the provision that until such time as the Master's Board completes its review, any one of the Partner Institutions may state of its own accord its intention to withdraw from this Agreement.
- c. Should the outcome of the Master's Board review require a revision of this Agreement, this Agreement shall thereupon terminate and a new agreement shall be required.
- d. Should the outcome of the Master's Board review require an extension of this Agreement, the Master's Board shall nevertheless give each Party the opportunity to continue its commitment in the terms of this Agreement or to withdraw from this Agreement, and shall include in this Agreement any amendments or changes mutually agreed between the Parties.
- e. At the initial stages of the commencement of a review of this Agreement by the Master's Board under this article, each Partner Institution shall state, in broad terms, its intention to continue its activities under the terms of this Agreement, or to withdraw from this same Agreement.

17.9. Signature pages

- a. Attached to this Agreement are signature pages whereby each legally authorised university representative signs together with the legally authorised representative of the Coordinating Institution, thus agreeing to enter into this Agreement. Such signature pages are considered as part and parcel of this Agreement.
- b. The Signature Page is done in two original copies of which one shall be kept by the Coordinating Institution and one by the university concerned.
- c. The Coordinating Institution shall provide duplicates of this Agreement and its signed signature pages to all Parties concerned.

Annexes

- Study and Examination Regulations
- Financial Agreement



Consortium Agreement Annex I:

Study and Examination Regulations

Joint Master's Programme in International Humanitarian Action

