

Consortium Agreement

**For the Establishment of the International Master in
Innovative Medicine;
An Erasmus+ Erasmus Mundus Joint Master Degree
Programme**

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Article 1 Purpose

This **Consortium Agreement** represents the joint procedure for the provision of a 120 ECTS Double Degree programme, titled **International Master in Innovative Medicine (IMIM)** (hereinafter referred to as the “**Degree Programme**”). This Agreement has been developed by the Partner Institutions in accordance with the legislation of their respective jurisdictions and establishes joint procedures and criteria for awarding the aforementioned Double Degree (or Multiple Degree). The Consortium Agreement is formally established with retroactive effect as per 1 December 2015 and is intended to be in full accordance with the multi-beneficiary grant agreement signed 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 Degree programmes (hereinafter referred to as the “**EMJMD**”) All parties to this 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:
- Rijksuniversiteit Groningen (hereinafter also referred to as the “**Coordinating Institution**” and “**RUG**”), Broerstraat 5, 9712 CP Groningen, The Netherlands, and
 - Ruprecht-Karls-Universität Heidelberg (hereinafter also referred to as “**UHEI**”), Seminarstrasse 2, 69117, Heidelberg, Germany, and
 - Uppsala Universitet (hereinafter also referred to as “**UU**”), P.O. Box 256, 751 05 Uppsala, Sweden,
- together being the degree-awarding universities and hereinafter collectively referred to as the “**European Partner Institutions**” and
- Universidad Nacional Autónoma de México (hereinafter also referred to as “**UNAM**”), 9o Piso de la Torre de Rectoría, Ciudad Universitaria, Coyoacán, México, Distrito Federal, C.P. 04510, México, and
 - Pontificia Universidad Católica de Chile (hereinafter also referred to as “**PUC**”), Avenida Libertador Bernardo O’Higgins 340, 8331150, Santiago, Chile, and
 - Universidad de Antioquia, (hereinafter also referred to as “**UDEA**”) Calle 67 53-108, 01, Medellín, Colombia, and
 - Universidade de São Paulo (hereinafter also referred to as “**USP**”), Rua da Rectoria, 374, Cidade Universitária, São Paulo, SP, Brazil,
- hereinafter collectively referred to as the “**Latin American Partner Institutions**”.
- b. Hereinafter, the parties to this Agreement are collectively referred to as the “**Partner Institutions**”, or interchangeably as “**the Parties**” and are referred to individually as “Partner Institution” or “Party”.
- c. Further parties may be added to this Agreement. The addition of new partners may require a review of the terms of this Agreement and is subject to the agreement of the existing Parties.

- d. In addition to the aforementioned Partner Institutions, the Consortium also has **Associated Partners**. In comparison to the Partner Institutions, the Associated Partners have a limited role in the implementation of the Degree Programme, in the form of, but not limited to, knowledge and skills transfer, the provision of complementary courses, the provision of guest speakers, networking and career development possibilities, the offering of internship and research project placements for students and provision of additional thesis supervision. For contractual and management issues, the Associated Partners are not considered to be part of the Consortium. Arrangements between the Consortium and Associated Partners concerning the Degree Programme will be regulated separately and must be in conformity with the requirements of this Agreement.

Article 3 Legal Framework

- a. This Agreement will specify the rights and obligations of the Partner Institutions regarding the delivery and running of the Degree Programme. All Partner Institutions are subject to the rules and regulations put in place by this Agreement regarding both their responsibilities towards the students of the Degree Programme and the other Parties to this Agreement.
- b. The Partner Institutions are subject to their own national legislative requirements and agree that they will, within the economic means available for the IMIM programme, cooperate and provide all necessary assistance as may be reasonably requested by any other Partner Institution to enable the other's compliance with such obligations.
- c. It is the responsibility of each of the European Partner Institutions to ensure the continued accreditation of each of the individual master programmes on which IMIM draws, as seen in the table below along with each programme's accreditation status at the time of the drawing up of this Agreement;

EU Partner	Degree Programme	Accreditation status
Rijksuniversiteit Groningen, the Netherlands	MSc Medical and Pharmaceutical Drug Innovation	Accredited until 31/12/2019 by the NVAO (<i>Nederlands-Vlaamse Accreditatie Organisatie</i>)
Ruprecht-Karls-Universitaet Heidelberg, Germany	MSc Translational Medical Research	Accredited until 30 September 2020 by the <i>Ministerium für Wissenschaft, Forschung und Kunst</i> Baden-Württemberg
Uppsala Universitet, Sweden	MMS Molecular Medicine MMS Medical Research	N/a. No external accreditation body for master degrees. Uppsala is entitled to award master degrees based on Swedish law. The Vice-Chancellor of Uppsala has decided that the Disciplinary Domain of Medicine and Pharmacy can award master degrees in Molecular Medicine and Medical Science

- d. Each European Partner Institution will work to ensure that the Degree Programme is correctly registered and implemented as a double degree masterprogramme for 120 ECTS in their national jurisdiction and will inform each other duly on any developments regarding the relevant accreditation statuses.
- e. The Partner Institutions agree to cooperate fully in relation to any audits, reviews, evaluations and quality assurance processes, monitoring, assessments and other reports undertaken in relation to the Degree Programme by any other Partner

Institution or by any other relevant body or person as agreed by the Management Committee.

- f. The Partner Institutions will provide, within fourteen working days of receipt of a request for assistance from any other Partner Institution, any information in its possession or power to obtain as may be reasonably requested in order to assist the other Partner Institution to comply with its obligations under its national legislation.

Article 4 Programme governance

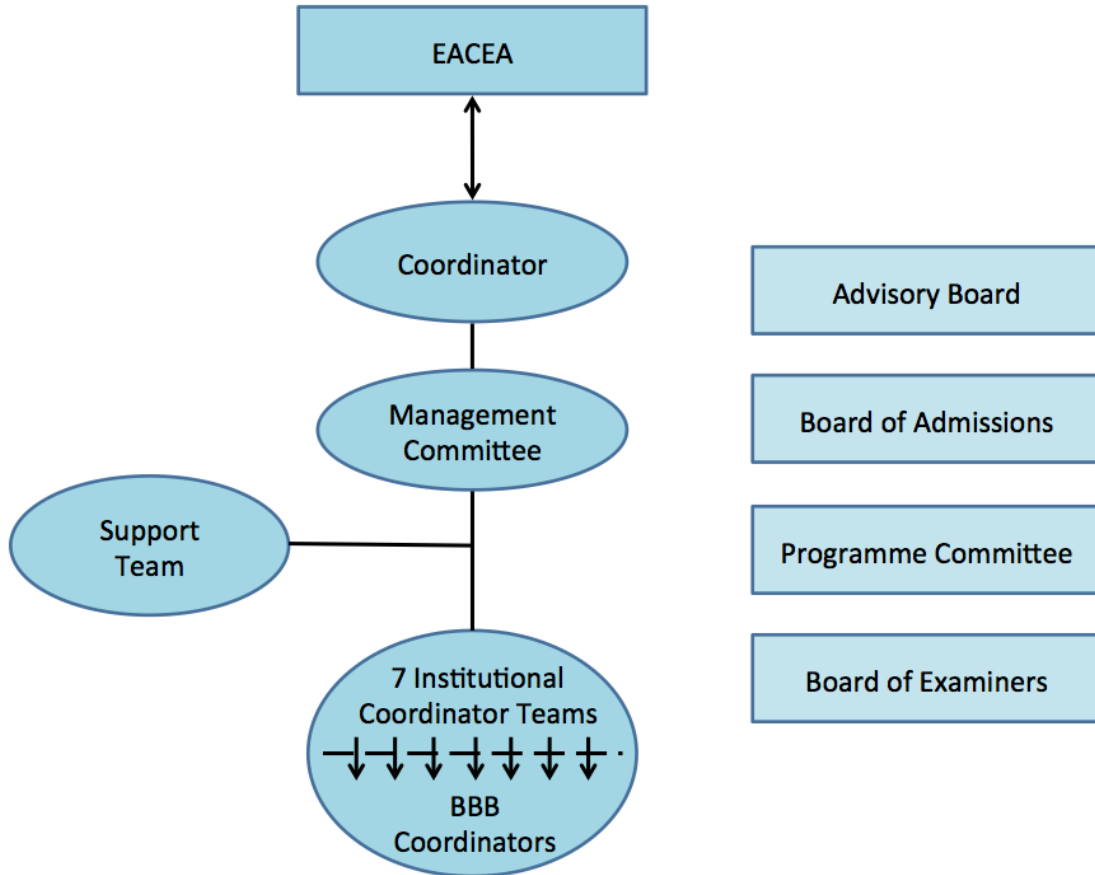
4.1 Roles and duties

The IMIM management structure will be arranged as follows:

- a. **Coordinating Institution:** The University of Groningen is the **Coordinating Institution** of the Degree Programme on behalf of the Partner Institutions concerning the signing of the 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 Director, will take overall responsibility for the implementation of the Degree Programme and will, in particular, 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 Partner Institutions.
- b. As such, by signing this Agreement a Party grants power of attorney to the Coordinating Institution to act in its name and on its account in matters concerning the implementation of this EMJMD project and for the duration of this project as stipulated under the Grant Agreement.
- c. **Issuing University:** The “Issuing University” refers to a European Partner Institution responsible for the issuing of the physical degree certificate as part of the double degree programme, its diploma supplements and the carrying out of any tasks pertaining to such.
- d. **Joint Programme Coordinator:** The Joint Programme Coordinator will be based in the University of Groningen and will work with the support of a dedicated IMIM secretariat. The Joint Programme Coordinator will have overall responsibility for the Degree Programme. He or she will represent the Partner Institutions before the European Commission and is the link between the European Commission and all of the Partner Institutions and the Associated Partners. He or she reports to the Management Committee and other stakeholder’s on the operation and quality enhancement of the Degree Programme. The Joint Programme Coordinator is also the Institutional Director (4.1(e)) of the Coordinating Institution.
- e. **Institutional Directors:** Each Partner Institution will appoint an IMIM Institutional Director. In the case of the Coordinating Institution this person will be the same as the aforementioned Joint Programme Coordinator. The Institutional Director in each Partner Institution will liaise with his or her counterparts in the

other Partner Institutions on all matters concerning the Degree Programme and will ensure that the Degree Programme at his or her Partner Institution is consistent and in compliance with the joint agreements made by the Parties concerning the Degree Programme.

4.2 Joint governing bodies



4.2.1 Management Committee

- a. The Management Committee will be composed of the Joint Programme Coordinator, acting as the Chair, along with one representative, the Institutional Director, from each of the Partner Institutions. Additionally, the Management Committee, when sitting in its full capacity, will include two student representatives, elected at the start of the academic year and who may rotate during the two-year programme, if deemed to be in the best interests of the student or the full and effective operation of the Management Committee. From the cohort beginning September 2016, two student representatives will be elected. Following the admission of the Degree Programme's second cohort in 2017, there will be one student from the first year and one student from the second year, elected to these positions.
- b. Depending on the nature of the matters to be discussed, the Management Committee may meet in its full capacity, that is with all seven Institutional Directors and the two student representatives, or in its restricted capacity, that is with the Institutional Directors of the three European Partner Institutions and the two student representatives, or the Institutional Directors of the three European Partner Institutions sitting alone.
- c. The Management Committee holds the following roles and responsibilities:

- d. The Management Committee holds executive power to make all decisions relating to the successful and compliant operation of the Degree Programme. This decision-making power extends to all matters concerning the Degree Programme, including, but not limited to, those pertaining to general management, academic supervision, quality assurance, changes to the Consortium, dispute resolution and student complaints related to the overall organization of the IMIM programme, in so far as this does not conflict with the local rules and regulations of the Partner Institutions.
- e. The Management Committee is responsible for clearly defining the Consortium goals at the outset, updating these goals as necessary on an on-going basis and for interfacing with the other stakeholder's and joint governing bodies in pursuit of these goals.
- g. The Management Committee coordinates the activities of the network as a whole and as such will also be responsible for the Consortium's outreach and networking activities and the organization of student internships, introduction and orientation events and the two annual Spring/Summer schools.
- f. The Institutional Director of Each Partner Institution will be a voting member of the Management Committee. The IMIM Project Manager (see 4.2.2. (a)) and the two student representatives will be non-voting members. The Management Committee will establish its own decision-making procedures. Decisions will be taken by a majority of two-thirds of the votes cast when the Management Committee sits in its full capacity and the decision being taken concerns all of the Partner Institutions. Decisions affecting only the European Partner Institutions and taken when the Management Committee sits in restricted capacity will be taken by unanimous decision. The Management Committee will not deliberate and decide validly unless two-thirds of its Members are present or represented, based on whether the Committee is sitting in its full or restricted capacity. Any decision may also be taken without a meeting if the Joint Programme Coordinator circulates to all Members of the Management Committee a written document which is then agreed either unanimously or by two-thirds of the Members, again depending on whether the decision being taken is being addressed to the Committee in its full or restricted capacity. Such documents will include the deadline for responses. A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Management Committee, may exercise a veto with respect to the corresponding decision or relevant part of the decision.
- h. The Management Committee will aim to meet physically at least twice during each academic year. Additional meetings may also be held via electronic and virtual means. In the case of absence from a meeting, an Institutional Director should mandate a deputy to represent him or her.
- i. Minutes of the Management Committee meetings will be distributed to all Members of the Management Committee within ten calendar days of the date of the meeting. Any objections or alterations to the minutes must then be submitted within seven calendar days of receipt of the minutes, in order for them to be included in the final version. The final version of the minutes will then be distributed to all Members within a further five calendar days, including any objections or alterations submitted by the Members.

4.2.2 Project Support Team

The Project Support Team will be made up of two parts:

- a. Within the Coordinating Institution there will be based a dedicated **Secretariat**, headed by the **IMIM Project Manager**. The Secretariat will closely support the Joint Programme Coordinator in the coordination and day-to-day management of the programme and its support mechanisms, specifically in tasks relating to quality assurance, application, selection and admission, student administration, EMJMD insurance, mobility coordination and grant funding, and all matters concerning communication with the EACEA. The Secretariat, led by the Project Manager, will carry out this support function under the guidance of the Joint Programme Coordinator, representing the Management Committee.
- b. In addition to the Secretariat, within the Coordinating Institution there is an established Project Unit dedicated to the support and management of network grants whose services will also be available to the Consortium. This Project Unit will assume legal and financial control of the EMJMD project. Its permanent finance officer will provide on-site financial planning and accounting for the Consortium.
- c. The **Project Support Team**, made up of the dedicated IMIM Secretariat, headed by the Project Manager, and the Project Unit already in existence in the Coordinating Institution, will also provide full assistance to the Consortium in relation to matters of contract preparation, human resource matters, recruitment, legal issues and all other general administrative tasks related to the Degree Programme.

4.2.3 Joint Board of Admissions

- a. Assisted by the Secretariat and under the supervision of the Management Committee, the Joint Board of Admissions will be responsible for the evaluation, selection, and admission of all students to the Degree Programme, including EMJMD grantees. The Joint Board of Admissions acts on mandate from the faculties/departments of the European partner universities the programme derives from.
- b. The Joint Board of Admissions will consist of at least one representative from each of the three European Partner Institutions. Representatives from the Latin American Partner Institutions may be asked to advise on admission and selection of students depending on their specific expertise.
- c. The Joint Board of Admissions convenes in person or via electronic means at least once following each application deadline and may hold additional meetings until the selection and admission process is completed.

4.2.4 Board of Examiners

The local examination boards - or their equivalent authority - of the master degree programmes from which the IMIM Degree Programme derives are responsible for enforcement and application of the local Study, Teaching and Exam Regulations applicable to those local master degree programmes. The local examination boards may consult with the IMIM Degree Programme Board of Examiners (BE), which is composed of independent members from each European partner institution. The BE functions as an advisory board for the local examination boards and as a central point of contact between said local boards in matters of consultation concerning assessment procedures and other issues falling under the authority of the local examination boards. The BE may evaluate

the consistency between the rules and regulations of the different master degree programmes from which IMIM derives and advice the local examination boards on strategies to align these where possible. The BE holds a status independent from the other boards and committees of the Degree Programme. The responsibilities of the BE and delegation thereof to local Examination Boards or their equivalent are further outlined in the Study, Teaching & Exam Regulations annexed to this agreement.

4.2.5 Programme Committee

- a. The Programme Committee will be composed of three staff members from the three European Partner Institutions and three IMIM students. Although the aim will be to select three students who begin at three different Partner Institutions or from three different Learning Communities within the BBB scheme, the selection of student members will be made based on the candidates who put themselves forward for this role and from those, the candidates who show the highest motivation to contribute to the aims of the Programme Committee will be selected. The student members of the Programme Committee will be non-voting members of the Committee and may be maintained or rotated each semester in order to ensure the most effective and beneficial feedback system for the overall improvement of the Degree Programme.
- b. The Programme Committee is an advisory body, responsible for evaluation and quality assurance of the curriculum. The Programme Committee is responsible for collecting and evaluating student and staff feedback on the Degree Programme and formulating recommendations to be sent to the Management Committee for their consideration.
- c. The Presidium of the Programme Committee consists of a Chair (staff member) and a Vice Chair (student member). Both Chairs are to be selected annually at the first meeting of the Programme Committee.
- d. The Programme Committee holds an independent status.

4.2.6. BBB Coordination

The BBB Coordination is an inter-institutional team composed of one member of each European Partner Institution, referred to as the institutional **BBB Coordinator**, who is responsible for the fulfilment of the aims and requirements of the BBB learning line, that is, the overarching theme of the Degree Programme, “from Bench to Bedside and Back”. The BBB Coordination team is separate to the other joint bodies, given the vital importance and central role of the BBB learning line to the Degree Programme.

4.2.7 Advisory Board

- a. The Advisory Board will advise the Management Committee and the Programme Committee on all aspects relevant to the Consortium, particularly regarding the implementation and impact of the Degree Programme.
- b. The Advisory Board will include representatives from the most important non-academic stakeholders, those being the Associated Partners to the Consortium. Although it may contain other members, the Advisory Board will always, at the very

least, include, from the Associated Partners, the Director of the Tuning Academy, a representative from ORPHEUS and a rotating private sector representative from one of the Consortium's industrial partners.

- c. The Advisory Board will gather annually with both the Management Committee and the Programme Committee.

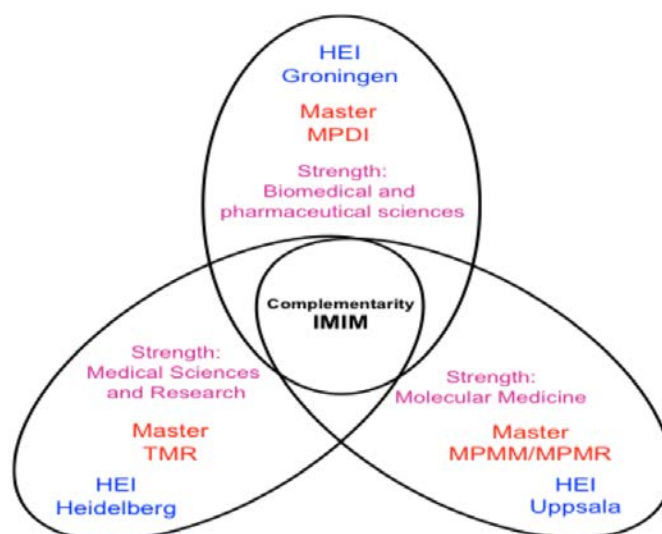
4.2.8 Ad hoc committees

The Management Committee may, if necessary for the fulfilment of the aims of the Consortium, establish committees or teams for specific assignments that fall outside the direct scope or capacity of the aforementioned joint governing bodies.

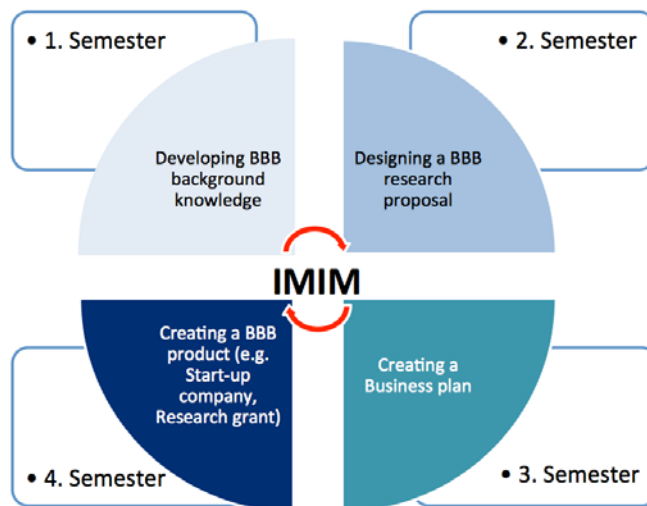
Article 5 Degree Programme

5.1 Academic Programme

- a. The **International Master in Innovative Medicine** is a two-year international master programme focusing on the education of translational biomedical researchers. The IMIM mission is to educate the future generation of leading translational scientists and professionals who will have the skills and competences to work effectively in different multi-/interdisciplinary and internationally competitive academic and private sector environments.
- b. IMIM's integrated curriculum is primarily based on and draws from four already accredited **English-taught and International Master programmes** taught at each of the European Partner Institutions. Each of these four existing degree programmes is small-scale and selective in nature. The four programmes are the two-year Master programme in *Medical and Pharmaceutical Drug Innovation* at the Rijksuniversiteit Groningen, the one-year Master programme in *Translational Medical Research* at Ruprecht-Karls-Universität Heidelberg, and the two-year Master programmes in *Molecular Medicine* and *Medical Research* at Uppsala Universitet.



- c. As well as taking courses drawn from the four participating master programmes, IMIM students will also have the opportunity to engage in research internships, their own research project, and, if they choose and are accepted by the relevant Partner Institution, a semester abroad in one of the Latin American Partner Institutions, as well as being obliged to take part in IMIM's "learning line" activities under the "Bench to Bedside and Back" (BBB) scheme as detailed below:



- d. The EMJMD IMIM will be offered as a Double Degree programme. In certain cases a multiple (i.e. triple) degree may be awarded providing the applicable requirements have been met.
- e. The academic programme, the learning outcomes, the mandatory modules and the mobility paths facilitated by the Consortium, the Partner Institutions and Associated Partners as part of this Degree Programme will be established in the “**Study, Teaching and Exam Regulations**” annexed to this Agreement.
- f. Although the semester timetables may differ slightly in each Partner Institution, every effort is made to ensure that students attending the Degree Programme at different locations will start and finish in the same time period allowing adequate transition time between mobility periods. Care will also be taken to ensure a balanced workload for students at each location.
- g. The Partner Institutions will 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. The Management Committee will be responsible for jointly developing and continually evaluating and improving the Degree Programme and its modules, taking into account the recommendations of the Programme Committee.
- i. Changes and variations to the structure and content of the Degree Programme as outlined in the Study, Teaching and Exam Regulations may only be implemented within the limits specified by the Management Committee and following approval of the Management Committee. However, changes and variations to the structure and content of the existing local master programmes will be approved by the local University, but in consideration to IMIM , and they will inform the Management Committee of these developments.

5.2 Semester structure and mobility paths

- a. Studies are organised according to the following general 'Mobility Plan'. The particular mobility plan for an individual student is determined in the Admission Procedure and in consultation between the universities involved, the Consortium Secretariat and IMIM Management Committee. The mobility plan can only be changed in well-motivated cases.

1. Semester	2. Semester	3. Semester	4. Semester*
UHEI	UHEI	RUG	RUG
UHEI	UHEI	UU	UU
RUG	RUG	UU	UU
UU	UU	RUG	RUG

**Students will be offered the opportunity to conduct their graduation project research at one of the Latin American Partner Institutions, and Industrial Partner Institution or another European Partner Institution than the one mentioned under semester 4 above, provided this mobility has been approved by the IMIM Coordination and Examination Board and the Latin American Partner Institution concerned.*

- b. A detailed elaboration of the possible mobility combinations and semester plans will be established in the Study, Teaching and Exam Regulations annexed to this Agreement. The jointly developed Student Handbook, updated annually, provides students with detailed information on the content and conditions of the semesters at each Partner Institution and those applying to internships taken at the Latin American Partner Institutions or at an Associated Partner.

Article 6 Student Administration

6.1 Student application, selection and admission

The Study, Teaching and Examination Regulations annexed to this Agreement regulate and outline the application, selection and admission procedures in detail, including the eligibility and selection, criteria, the language requirements, the joint application procedure, the admission procedure and the workings of the Joint Board of Admissions.

6.1.1 Joint application

- a. The joint application procedure for the Degree Programme is jointly organised and implemented by the Consortium in agreement with the Study, Teaching and Examination Regulations.
- b. The Secretariat, on behalf of the Consortium, will organise, receive and process all applications for admission to the Degree Programme, in consultation with the Board of Admissions.

6.1.2 Selection and admission

- a. The Joint Board of Admissions will be responsible for the annual selection and admission of all students to the Degree Programme.
- b. The Management Committee will be responsible for setting and reviewing the admission criteria in the Study, Teaching and Examination Regulations according to national law and regulations. Due consideration will be given to local requirements for admission of students. No Partner Institution will be obliged to admit a student in conflict with local legal requirements for admission.
- c. It is the responsibility of the student to apply for and secure any necessary visa or permits required to reside and begin study at the Partner Institution unless local procedures of a given Partner Institution require the student to apply for visa or permits through that Partner Institution. In the latter case it is still the responsibility of the student to ensure the visa or permit application is completed in time and according to the instructions as given by the Partner Institution. All Partner Institutions must ensure an admitted student receives a statement of this admission in a form that will be recognisable to the immigration authorities.
- d. The Secretariat will assist the Joint Admissions Board with the administrative tasks surrounding the selection and admission of all students on the Degree Programme as well as transferring admission data to the Partner Institutions.

6.1.3 Registration and enrolment

- a. The Secretariat will be responsible for drawing up the list of admitted students and EMJMD grantees according to the timing agreed by the Management Committee.
- b. Prior to a student's enrolment in the Degree Programme, the accepted student and the Joint Programme Coordinator representing the Consortium will sign a **Student Agreement** covering the rights and responsibilities of both parties relating to the academic, financial, administrative, behavioural and other relevant aspects of the Degree Programme and, for the EMJMD scholarship holders, also in relation to scholarship management. In addition, the Student Agreement will include performance indicators for the successful acquisition of minimum ECTS credits (and the consequences in case of failure to acquire them), information about the services provided to the student, as well as details related to health and social security, mobility requirements, and thesis, examination and graduation rules.
- c. Admitted students register and enrol at their First Semester Institution in agreement with the regulations of that Institution and national legal requirements.
- d. Additional registration and enrolment at any of the Partner Institutions will depend on and will be in conformity with the national legal requirements for awarding double degrees and the regulations of those Institutions.
- e. For the fourth semester, students register and enrol at the Partner Institution at which they will be completing their Master thesis research project in agreement with the regulations of this Partner Institution and national legal requirements. Students may be required to also register and enrol during (part of) the fourth semester at one or more of the other Partner Institutions should this be required by local law and regulations in order to enable the partner institution to issue the double degree to the student.

6.2 Mobility

- a. Students are obliged to complete a mobility period in at least two European Partner Institutions.
- b. Each of the mandatory mobility periods must result in the completion of at least 60 ECTS credits at one of the Partner Institutions and may not be achieved through online learning.

- c. The Study, Teaching and Examination Regulations annexed 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.
- d. All Partner Institutions will provide appropriate information to students about the academic requirements, the services for the mobility the administrative requirements and the financial regulations the mobility implies.
- e. Examinations passed at one of the Partner Institutions and Associated Partners as part of the Degree Programme are fully and automatically recognized by the other Partner Institutions of the student's Degree Programme to the extent in which this automatic recognition corresponds to local rules and regulations. If automatic recognition is not possible, the Partner Institutions commit to making every effort to ensure that examinations passed by Degree Programme students at a Partner Institution will be recognized by the applicable local boards and/or committees. In case of Associated Partners, the Memorandum of Understanding between the Associate Partner and the IMIM Consortium, representing the Consortium Partners, may regulate the aforementioned recognition differently.

6.3 EMJMD scholarship management system

- a. The Secretariat, on behalf of the Consortium and under the supervision of the Coordinating Institution, will organise, receive and process all applications for EMJMD scholarships.
- b. Applicants for EMJMD scholarships will go through a joint application and selection procedure organised by the Consortium.
- c. In principle, the eligibility and selection criteria as well as the rules of procedure for the joint application and selection procedure for EMJMD scholarships will be the same as those for the regular application and selection procedure, *mutatis mutandis* to comply with the specific requirements for EMJMD scholarships as specified by the Erasmus+ programme.
- d. EMJMD scholarships will 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, Teaching 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 Secretariat, on behalf of the Consortium and under supervision of the Coordinating Institution, will manage the admission of the EMJMD scholarship grantees to the programme, coordinate their mandatory mobility periods and their registration with the Partner Institutions and Associated Partners involved.
- f. The participation costs charged to EMJMD student scholarship grantees will 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 Secretariat, on behalf of the Consortium and under supervision of the Coordinating Institution, will 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 Secretariat and Coordinating Institution of any student that terminates his or her participation in the Degree Programme (“drop out”), 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 will duly inform the European Commission concerning any EMJMD student scholarship grantee “drop outs”.
 - i. The Coordinating Institution, assisted by the Secretariat and with the full cooperation of the Partner Institutions, will be responsible for any necessary reporting on EMJMD scholarship matters to the European Commission. The Partner Institutions shall provide within a reasonable time 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 and to the European Commission.

6.4 Performance monitoring

6.4.1 Examination of students

- a. The Study, Teaching and Examination Regulations annexed to this Consortium Agreement regulate the examination and assessment of students of the Degree Programme, and include joint agreements on the order of examinations, assessment methods and criteria, grading and grade conversion, access to information on grading, re-sits and re-assessments, special measures for those with disabilities or extenuating circumstances and unfair practice, plagiarism and fraud. All joint agreements have been made to be in accordance with both the regulations of the institutions involved and the national legislation governing each.
- b. Partner Institutions will conduct examinations and assessments in accordance with the policies and procedures in force at that Partner Institution without prejudice to those adopted by the Management Committee and stated in the Study, Teaching and Examination Regulations of the Consortium.
- c. All modules are weighted according to the ECTS system and in conformity with national regulations. 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 as a part of the Degree Programme without further conversion.
- d. All grades will be converted and recognised in conformity with the joint conversion table for grades as established in the Study, Teaching and Examination Regulations attached in annex to this Agreement. In addition to the aforementioned, grades and credits obtained from Associated Partners will be converted and recognised in agreement with the Memorandum of Understanding established between the Consortium and the Associated Partner concerned.

6.4.2 Student Records

- a. Independent from the manner in which students are registered and enrolled at the Partner Institution, the Partner Institution undertakes to keep appropriate records of the students attending its programme, and to provide students and Partner Institutions the certification of a student's performance

- on request.
- b. Each Partner Institution will be responsible for keeping accurate records of their students and their performance and for the transfer of these records to the central records of a Partner Institution that requires a full academic record of a given student to award the Double Degree according to the applicable national legislation.
 - c. Each Partner Institution commits to transfer the grades and credits of its students in a timely fashion following examination or at the end of the mobility period.
 - d. The communication of grades and credits will be undertaken by the registrar offices of each Partner Institution, or their equivalent, in a transcript of records released in English, as a minimum.

6.5 Final degree and joint recognition

6.5.1 Joint and mutual recognition

Each Partner Institution formally recognises the modules offered within the Double Degree Programme and the credits awarded, within the limits of the provisions outlined under 6.2(e).

6.5.2 Double Degree award and diploma supplement

- a. Each student who successfully completes the Degree Programme as described in the Study, Teaching and Examination Regulations, including the compulsory mobility periods of at least 60 ECTS each, will receive a Double Degree awarded in the form of multiple master degrees issued by the degree awarding European Partner Institutions involved in the provision of the degree programme to that student, provided the student has complied with the requirements regarding completion of mobility periods at those European Partner Institutions.
- b. Each degree certificate is accompanied by a diploma supplement presenting the details of the student's academic programme and academic achievement, in line with 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 Partner Institutions agree that this Consortium Agreement in combination with their national legislation provide sufficient legal basis to start issuing Double Degree awards. Without prejudice to the former, Partner Institutions may decide to conclude an additional bilateral agreement with the other Partner Universities for the purpose of the concrete implementation of the Double Degree.
- d. In the case that a degree awarding Partner Institution does not issue a Double Degree award to a student who has fulfilled the mandatory study period at that Partner Institution and has fulfilled all requirements for graduation included in this Consortium Agreement, the Study, Teaching and Examination Regulations and related joint agreements, that Partner Institution will be held in breach of this Consortium Agreement and will be liable for any damages incurred. Upon discovery of cases such as the aforementioned, the Consortium will investigate the facts and circumstances behind the breach. In the case that the Partner Institution could have foreseen and prevented the breach but neglected to act appropriately, the Consortium will determine appropriate countermeasures including a possible termination of that Partner Institution as Party to this Consortium Agreement.

6.6 Services available for students

- a. All students admitted to the Degree Programme will take part in a joint introduction event to take place at one of the Partner Institutions, to be decided on by the Consortium on an annual basis. This introduction week is designed for the entire IMIM cohort of that year to meet each other and the coordinating staff, for the BBB Learning Communities to be established and to introduce the cohort to general aspects of the programme and to the Latin American and Associated Partner institutions.
- b. The Partner Institutions will be responsible for student orientation into the new culture and school environment at their respective premises, where applicable and appropriate through participation in an induction week.
- c. The Partner Institutions will ensure that students participating in the Degree Programme will benefit from all services offered by the Partner Institution to the regular students enrolled in its own programmes, which should include, as a minimum, access to appropriate library, ICT and learning facilities, and other student and administrative support services. In addition, each Partner Institution, where willing, is encouraged to include any available language courses, health insurance schemes and internship opportunities. The Student Handbook of the Degree Programme will provide further information on such services and the applicable conditions.

6.7 Students' rights and responsibilities

- a. Each student will be provided with a Student Agreement in accordance with a template drawn up by the Consortium, which will 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 will 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, Teaching and Examination Regulations and any Management Committee agreements, students will be entitled to the same rights and privileges and subject to the same duties and responsibilities expressed in the Partner Institution's own regulations and procedures (including any disciplinary regulations) for elements of the Degree Programme delivered by that Partner Institution. It is recognised that variations in the general regulations of Partner Institutions are acceptable.
- c. The contribution to the participation costs will be charged directly by the consortium to the individual student scholarship. The amount of participation costs charged to the scholarship holder will be clearly specified in the Student Agreement which is to be signed between the student and the consortium. Participation costs will be paid directly by the Coordinating Institution to the hosting universities in accordance with the consortium's financial agreement.
- a. The costs for travel, room and board are the responsibility of each student and will be paid from the student's own funds. This also applies if these funds consist of an EMJMD scholarship provided to the student for participation in the Degree Programme. Partner Institutions will oblige 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 and, in the case of EMJMD scholarship holders in accordance with EACEA requirements.
- b. While at the Partner Institution, the local policies for the resolution of complaints and appeals will apply. As a general rule, these need to be exhausted before Consortium procedures can be relied upon. Cases of plagiarism and fraud will be dealt with according to the regulations of the Partner Institution.

Article 7 Staff

7.1 Teaching and administrative staff

- a. The Partner Institutions will be responsible for appointing sufficient and appropriately qualified staff to deliver the various elements of the Degree Programme, while the Consortium is responsible for the support to and further education of staff regarding IT- tools and platforms applied within the Degree programme.
- b. Teaching staff at each Partner Institution involved in the delivery of the Degree Programme will be fluent in the language of instruction as established in the Study, Teaching and Examination Regulations for the provision of the Degree Programme at that Partner Institution.
- c. The Consortium and its Partner Institutions endeavour to involve renowned scholars, experts and professionals from across the field of Medical Life Sciences to contribute to and further enhance the quality of the Degree Programme. Such involvement may include both the mobility of scholars/guest lecturers as well as that of staff members between the Partner Institutions themselves, between the Partner Institutions and Associated Partners, as well as inward mobility from outside of the Consortium, where there is a clear link to the objectives of the Degree Programme.

7.2 Staff mobility

- a. The Partner Institutions will 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 will continue to comply with the contractual obligations of their originating university and will 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 will 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 will be negotiated during the delivery of the programme and will depend on the availability of funds.

7.3 EMJMD scholars/guest lecturers

- a. As for scholars or guest lecturers under an EMJMD grant, the Consortium's minimum criteria for selecting scholars and guest lecturers encompass the minimum requirements set by the European Commission, including, but not limited to, the following requirements:
 - The proposed scholar/guest lecturer must bring concrete added value to the delivery of the Degree Programme at another Partner Institution or Associated Partner;
 - The proposed scholar/guest lecturer will 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 Management Committee will be allowed to alter the above criteria following additional and/or new requirements of the European Commission or to 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 and guest lecturers for mobility, as well as joint responsibility for the selection of scholars and guest lecturers under the support of the EMJMD grant.

7.4 Non-academic actors

- a. The Consortium, through its Associated Partners, will endeavour to engage and closely cooperate with actors from the private sector in the field of Medical Sciences 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 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, site visits 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 will 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 and other aspects covered by this Agreement and the Study, Teaching and Examination Regulations.
- d. Depending on 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, Teaching and Examination Regulations.

Article 8 Quality Assurance

- a. The Management Committee is responsible for the overall quality and standard of the Degree Programme. It will monitor the compliance of Partner Institutions with this Agreement and it will be responsible for ensuring that the Degree Programme is delivered to the highest academic standards.
- b. The Programme Committee and Advisory Board assist the Management Committee in its Quality Assurance tasks and responsibilities, including, but not limited to, the

carrying out of evaluations and the collecting of feedback from both staff and students.

- c. The ultimate responsibility for academic standards in each Partner Institution rests with the representative of that Partner Institution in the Management Committee.
- d. Quality assurance will be based on both internal and external assessment measures, involving the relevant stakeholders to the Degree Programme.
- e. External quality assurance will 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 Management Committee to undertake.
- f. Internal quality mechanisms, evaluation processes and the related involvement of governing bodies of the Degree Programme are defined and described in the Quality Assurance Strategy, which is based on the Quality Assurance Strategy as outlined in Annex 5 of the EMJMD application document submitted to EACEA. The Quality Assurance Strategy outlines in detail the procedures and instruments for evaluating the Degree Programme in terms of modules, mobility, labour market integration, overall satisfaction and other aspects.

Article 9 Programme information

- a. The Secretariat will ensure that the Student Handbook is kept updated and that its contents are in line with all agreements sanctioned by the Management Committee.
- b. Each Partner Institution will 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 will ensure that students receive all relevant information and instructions in a timely fashion and in a manner 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 and raising of awareness surrounding the Degree Programme will be the joint responsibility of all Partner Institutions.
- b. The Consortium, through its Management Committee and Secretariat, will market, advertise and promote the Degree Programme to ensure its worldwide visibility.
- c. The Management Committee will hold discussions on a yearly basis, at minimum, regarding the Dissemination Strategy, as included in the Quality Assurance 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 and international scientific conferences.
- d. All Publicity material will be approved by the Management Committee and will always include a statement on the joint nature of the programme.

10.2 Website

- a. There will 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 Secretariat, on behalf of the Consortium, will develop and maintain the website for the Degree Programme.
- c. The Partner Institutions will provide input for the website of the Degree Programme as well as for any common marketing material as requested by the Secretariat.
- d. The Partner Institutions will maintain links to the website from their own institutional websites.

10.3 Prospectuses of Partner Institutions

The Partner Institutions will include details of the Degree Programme in their prospectuses 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 related to the Degree Programme.
- b. Without prejudice to the former, the endorsement of each Partner Institution will 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.

Article 11 Financial management

11.1 Financial agreement

- a. The Management Committee establishes and approves the annual and multi-annual budget of the Consortium.
- b. Subject to the approval of the Partner Institutions, the Management Committee adopts and revises the Financial Agreement of the Consortium. 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.
- c. The Secretariat manages and distributes the annual budget adopted by the Management Committee.
- d. On behalf of the Consortium, the Secretariat will have the overall responsibility for the financial management of the Degree Programme, including the administration and collection 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.

11.2 Student participation costs

- a. The Management Committee will, subject to the approval of the Partner Institutions, agree and approve the participation costs to be charged to students.
- b. The participation costs will be quoted in Euros and will be applied to all Partner Institutions.
- c. Participation costs will be distributed among the Partner Institutions in accordance with the Financial Agreement.
- d. The collection of participation costs will be administered by the Secretariat, on behalf of the Consortium, in accordance with the Financial Agreement.
- e. Any exemption or partial exemption of payments or application of participation costs waivers is upon decision by the Management Committee or stipulated by the Grant Agreement concluded between the Consortium and the European Commission.

Article 12 Reporting

- a. The Coordinating Institution, with the assistance of the Secretariat and all Partner Institutions, will 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, will 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 will be in such form as agreed with the Partner Institution in question.
- b. The Partner Institutions will 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 will be of benefit to the owner of such Intellectual Property Rights.
- c. Each Partner Institution will 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, will 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 will vest in and be owned by the Consortium.

The ownership and control of intellectual property generated in relation to tangible and intangible materials in connection with the Degree Programme are regulated in compliance with the local legislation and regulations of the relevant Partner Institution as required by law. Generally speaking:

- If generated by a student or students participating in the Degree Programme, the ownership of intellectual property rights shall be subject to the rules of the given Partner Institution responsible for delivering the module or programme during the course of which the student or students created the intellectual property; provided that where more than one Partner Institution is responsible for delivering a module, the rules of the partner university coordinating this module apply.
- If generated by staff participating in the delivery of the Degree Programme, the ownership will be subject to the rules of the Partner Institution employing this member of staff.

Article 14 Confidentiality

- a. All data and other documents and information (other than promotional material) supplied in writing by any Partner Institution (the "Supplying Party") to another Partner Institution (the "Receiving Party") under this Agreement ("Supplied Material") and exhibiting "Confidential" or an equivalent classification will remain the property of the Supplying Party and will be treated as confidential, both during the performance of this Agreement and for an indefinite period thereafter.
- b. The Receiving Party will not during the term of this Agreement or at any time thereafter use any Supplied Material or disclose any 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.
- c. Without prejudice to the above, the Receiving Party's obligations under the preceding clause will nevertheless cease to apply in the following cases:
 - Where such 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 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.
- d. Each Party will make reasonable efforts to promptly 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.
- e. Each Party will take measures to comply with and to bind its employees and subcontractors to comply with the confidentiality obligations stipulated herein,

which may be waived only by the prior written authorisation of the Supplying Party concerned.

- f. These provisions will remain valid following the termination or expiration of this Agreement.

Article 15 Insurance

- a. The Partner Institutions undertake to cover students admitted to the Degree Programme with insurance coverage for any damages or injuries incurred within the university buildings. The students have to be insured for third party liability for damage which they may involuntarily cause to a person or their properties, to the extent to which this is legally permitted by national legislation.
- b. Students are required to obtain appropriate health insurance for the duration of their enrolment in the Degree Programme. Each Partner Institution undertakes to provide appropriate information to students for their registration in the national health system or for the provision of other forms of health insurance which may be required either before their arrival or once they have registered at the Partner Institution.
- c. The Consortium will 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 covering at least the following areas:
- Wherever relevant, travel insurance (including damage or loss of luggage); and
 - Third party liability (including, wherever appropriate, professional indemnity or insurance for responsibility); and
 - Accident and serious illness (including permanent or temporary incapacity); and
 - Death (including repatriation in case of Consortium activities carried out abroad).

Article 16 Indemnity

- a. 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 will bear all consequences in compliance with the provisions hereunder.
- b. Each Party will release the other Parties from all civil liability arising from loss, damage or cost, liability, litigation, expenses, injury to the person or injury resulting in death or as a result of its performance of this Agreement, unless such loss, damage or cost, liability, litigation, expenses, injury to the person or injury resulting in death is due to negligence or deliberate omission or wrongful act on the part of the other Party or its staff.
- c. Each Party in respect of any claim for which it will seek indemnity within the terms of this Agreement will:
- i. As soon as reasonably practicable after becoming aware of the claim, provide the other with reasonable details of it and thereafter provide the other in a timely manner with such information relating to the claim as may reasonably be requested by the other;
 - ii. 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 other, such consent not to be unreasonably withheld or delayed;
 - iii. Keep the other reasonably informed of all material developments relating to, and regularly informed of the progress of, the claim;
 1. Use its reasonable endeavours to procure that the handling of the claim, including without limitation any resistance of or defence to it, is carried out and conducted in all material respects in accordance with such reasonable written directions as may be given

- by the other; and
2. Not settle or compromise the claim, and procure that the claim is not settled or compromised, except with the prior written consent of the other, which consent will not be unreasonably withheld or delayed

16.1 Warning of other Partner Institutions

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

16.2 Force Majeure

- a. None of the Parties to this Agreement will 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 causes preventing a Party from performing any or all of its obligations, which arise from or are attributable to 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 machinery, fire, flood, storm or other natural disasters).
- b. The affected Party will promptly upon the occurrence of any such events inform the other Parties, stating that such events have delayed or prevented its performance hereunder. The affected Party will then 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 month, the Parties will enter into discussions with a view to alleviating its effects or to agreeing upon alternative arrangements as may be fair and reasonable. Throughout the duration of the Force Majeure events the affected Party will make reasonable efforts to cure or reduce the effect thereof.

Article 17 This Agreement

- a. This Agreement constitutes a contractual relationship between the Parties, which will 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 will 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 will 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 will be severed from the rest of this Agreement and the remainder of this Agreement will continue to have full force and effect for all intents and purposes of the law.

17.1 Transitional provisions

- a. The Parties agree to fully commence the Joint Master Degree Programme, the International Master in Innovative Medicine, as governed by this Agreement, by September 2016.
- 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 2016, 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 2017.

17.2 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 exist beyond the EU funding period.
- b. The Partner Institutions intend to secure financial sustainability beyond EU funding by:
 - Committing resources “in kind” 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 beyond EU funding by:
 - Developing a portfolio approach to sources of finance, including possibilities for non-EU scholarships for students; and
 - Supporting the students in minimising the associated costs and overheads for students of the Degree Programme; and
 - Frequently reviewing the Degree Programme and adapting it to deliver interdisciplinary, multi-skilled graduates that respond to the needs of the medical and health sciences sector; and
 - Increasing the involvement of relevant actors from the field of health and medical sciences in the Degree Programme, for example in the form of strategic partnerships; and
 - Advancing an integrated communication strategy for marketing the Degree Programme and involving alumni, professional and educational networks and European and national agents in targeting different audiences; and
 - Constantly improving the Degree Programme’s strategic positioning at global level and performing a leading and innovating role in the global higher education market.

17.3 Amendments, communications and new partners

- a. No change, alteration, modification or addition to this Agreement will be valid unless agreed in writing and formally executed by the Parties hereto.

- b. Any demand, notice or other communication given or made, under or in connection with, this Agreement will be in writing.
- c. The Consortium, through its Management Committee, will consider requests from potential partner institutions to become members of the Consortium.

17.4 Dispute resolution

- a. In the event of any dispute between the Parties regarding this Agreement, the details of the subject and circumstances of any such dispute will be communicated in writing by the Party alleging the same to the other Party/Parties, and this communication will also be copied to the Management Committee.
- 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, with the facilitation of the Management Committee.
- c. In the event that such an attempt is unsuccessful, any dispute will be resolved through a "Dispute Resolution Panel", that 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) will each nominate one panel member.
 - The nominated members will appoint a third panel member, who also will serve as the chairperson of the Dispute Resolution panel.
- d. The Dispute Resolution Panel so constituted will set its own rules of procedure and adjudicate the matter submitted to it.
- e. The decision of the Dispute Resolution Panel will be final, and upon it being communicated to the Parties, they will abide by it from that date, as far as legally possible in compliance with national law.

17.5 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, will be subject to:
 - i. the national law of the Partner Institution at which the incident arose; or
 - ii. should the former option not be applicable, the national law of the Coordinating Institution; or
- b. should the former options not be applicable, then Belgian national law. Notwithstanding the previous clauses, the application of laws will be such that the national legislation of the Parties involved is accommodated as far as is practical and possible.

17.6 Termination

- a. Parties to this Agreement will 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 Management Committee prior to the 31st August of any given year during the applicability of this Agreement.
- b. The Management Committee may require a Party to terminate its commitment to this Agreement if that Party persistently does not fulfil its obligations and the

requirements as outlined in this Agreement.

- c. In the event of a Party withdrawing from the Consortium, the Management Committee will 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 will agree upon a phased withdrawal plan, during which its legal obligations to each student must be analysed, assessed and reported to the Management Committee. Should the Party be unable to honour its commitment to its students during the course of its withdrawal, arrangements will 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 purposes.

17.7 Duration

- a. This Agreement will apply from 1 December 2015 to the 31st of August 2020.
- b. Commencing on the 1st of September 2019, the Management Committee will 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 upon the same terms and conditions. This review should be completed before the 31st of October 2020, by which date the Management Committee will be required to have presented its outcomes. After the expiration of the period referred to in paragraph a. of this article, this Agreement will be automatically extended until the outcome of a review process by the Management Committee, with the provision that until such time as the Management Committee 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 Management Committee review require a revision of this Agreement, this Agreement will thereupon terminate and a new agreement will be formulated.
- d. Should the outcome of the Management Committee review require an extension of this Agreement, the Management Committee will nevertheless give each Party the opportunity to continue its commitment in the terms of this Agreement or to withdraw from this Agreement, and will 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 Management Committee under this article, each Partner Institution will state, in broad terms, its intention to continue its activities under the terms of this Agreement, or to withdraw from this same Agreement.

17.8 Signature pages

- a. Attached to this Agreement are signature pages whereon each legally authorised Partner Institution 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 of this Agreement.
- b. There will be two original copies of each Signature Page, both to be signed by both representatives outlined above. Following signature, one copy will be kept by the Coordinating Institution and one by the Partner Institution concerned.
- c. The Coordinating Institution will provide duplicates of this Agreement and its signed signature pages to all Parties concerned.

Annexes

- **Study, Teaching and Examination Regulations**

Signature page

(to be filled out by each Party identified on page 1 of the Consortium Agreement)

.....
represented for the purpose hereof by

President or her/his/their authorised representative established in:

.....
acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to the Erasmus Mundus Joint Master's Degree Programme in International Master in Innovative Medicine and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a Party.

Done in 2 copies, of which one shall be kept by the Coordinating Institution and one by

.....

Name of Legal Entity:

Name of legally authorised representative:

Function of legally authorised representative:

Signature of legally authorised representative:

Date:

Stamp of the organisation:

Coordinating institution

Name of Legal Entity: RIJKSUNIVERSITEIT GRONINGEN

Name of legally authorised representative:

Function of legally authorised representative:

Signature of legally authorised representative:

Date:

Stamp of the organisation: