

Pre final Draft

EMCL+



**DRAFT
Agreement Contract
among the Parties
of the Erasmus+ EMJMD EMCL+ Programme**

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This **Consortium Agreement** represents the joint procedure for the provision of a 120 ECTS Joint Degree programme, titled the Erasmus+ Joint European Master Degree “European Master’s in Clinical Linguistics+” (hereinafter referred to as the “**Degree Programme**”). This Agreement has been developed by the Parties in accordance with the legislation of their respective jurisdictions and establishes joint procedures and criteria for awarding the aforementioned Joint Degree. The Consortium Agreement is formally established in (effective date to be set,) 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+ Degree Programme of the European Commission fund for Erasmus Mundus Joint Master Degrees programmes. 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.

The undersigned parties agree to the following regulations:

§ 1 Composition of the Consortium, authorisation of executive functions

The Consortium consists of the following three full partners:

1. The University of Groningen (Netherlands), acting as coordinator of the Erasmus+ Joint European Master Degree “European Master’s in Clinical Linguistics+” (EMCL+), hereinafter referred to as “Coordinating Institution”, legally represented by its President, Prof. Dr. Sibrand Poppema, official denomination and address Broerstraat 5, 9712 CP, Groningen, The Netherlands
AND
2. The University of Potsdam (Germany), legally represented by its President, Prof. Oliver Günther, PhD, official denomination and address Präsidialamt, Universitätskomplex I, Am Neuen Palais 10, D-14469 Potsdam, Germany
AND
3. The University of Eastern Finland (Finland), legally represented by the Dean of its Philosophical Faculty, Prof. Markku Filppula, PhD, official denomination and address PO Box 111, Yliopistokatu 2, FIN-80101, Finland

hereinafter referred to as “full partners”.

EMCL+ has the following associated partners:

Academic sector:

Newcastle University (UK)
Macquarie University (AU)
CUNY Graduate Center (USA)
Higher School of Economics (RUS)

R&D sector:

Eemagine Medical Imaging Solutions GmbH (Berlin, DE)
A.N.T. International BV (Enschede, NL)
Lexima Axenda group (Leusden, NL)
Max Planck Institute for Human Cognitive and Brain Sciences (Leipzig, DE)
NIRX Medizintechnik GMBH (Berlin, DE)
SMI SensoMotoric Instruments (Teltow, DE)

Clinical sector:

University Medical Center Groningen (NL)
Centre Hospitalier Universitaire Montpellier (FR)
University Hospital Brussels (BE)
Zentrum für Angewandte Psycho- und Patholinguistik ZAPP (Potsdam, DE)

Fürst Donnersmarck Stiftung, Fürst Donnersmarck-Haus (Berlin, DE)
Fondo (Joensuu, FI)

hereinafter referred to as “associated partners”.

Definitions

Consortium refers to University of Groningen, University of Potsdam, and University of Eastern Finland;

Coordinating University refers to the University of Groningen. With regard to the Erasmus Mundus recognition and mobility grant funding, and as required by the European Commission, University of Groningen shall be referred to as the ‘coordinating’ university or institution;

Degree Programme refers to the 120-ECTS EMCL+ programme (European Master in Clinical Linguistics+);

Full Partners refers to The University of Groningen (Netherlands), The University of Potsdam (Germany) and the University of Eastern Finland (Finland);

Module(s) refers to a coherent package of courses;

Programme Countries include the 27 member states of the European Union as well as Iceland, Liechtenstein, Norway, Switzerland, Turkey, Croatia and the Former Yugoslav Republic of Macedonia;

Partner Countries not mentioned under Programme countries.

The Full Partners jointly manage and administer the Degree Programme. For this goal, the Parties accept that:

(a) the University of Groningen is the Coordinating University and is authorized to:

- sign contracts only on its own behalf;
- sign agreements on its own behalf with the students for the Consortium, including student agreements, scholarship agreements, internship agreements and supervision agreements;
- administer financial matters for the Consortium, including the scholarship and partnership accounts under key action 1 of Erasmus+;
- arrange and pay health insurance for all Degree Programme students;
- collect tuition fees and pay the tuition fees to the Universities; see annex I,
- administer the flat rate of 170,000 euro centrally at the Consortium level for administrative and Consortium expenses, including the payment of the guest lecturers;
- draft and sign associate partnership agreements with the associated partners;
- manage the correspondence with the Agency in Brussels.
- issue the joint degrees.

(b) the University of Potsdam is authorised to:

- manage the selection of students and guest lecturers;
- organize the winter and summer meetings of the boards.

(c) the University of Eastern Finland is authorised to:

- develop, host and maintain the EMCL+ website;
- develop promotion materials for EMCL+;
- develop and maintain a Wikipedia page.

(d) each University designates its own local director assisted by a local coordinator. The directors jointly constitute the Board of Directors. The scientific person in charge is:

- for the University of Groningen: Prof. dr. Roelien Bastiaanse;
- for the University of Eastern Finland: Prof. dr. Stefan Werner;

- for the University of Potsdam: Prof. dr. Isabell Wartenburger.

Each of the above mentioned Universities will notify the Coordinating University immediately if there is a change in director. The consortium has a Board of Directors, a Selection Board, an Examination Board, a Board of Studies and an Advisory Board. The management structure of EMCL+ and the responsibility of these boards is given in the table on page 4. The Universities support the operation of the below mentioned Board of Directors, the Selection Board, the Examination Board, the Board of Studies and the Advisory Board in all its aspects, with regard to their local rules of law, and encourage Board Meetings at least twice per year.

The management structure of EMCL+					
	Board of Directors	Selection Board	Examination Board	Board of Studies	Advisory Board
Members	The 3 local directors: - Bastiaanse (chair) - Wartenburger (UP) - Werner (UEF)	The 3 local directors - Wartenburger, (chair) UP -1 representative from associate partners (Howard, UK) -1 external peer (De Bleser, Prof. emeritus)	1 teacher per university	Local coordinator (chair: Jonkers, RUG) -2 students (one from each running cohort) -1 alumnus -1 representative from associate partners (Howard, UK)	1 representative of each of the associate partners (chair: Mariën (VUB)
Tasks	- Organize and coordinate the EMCL+ programme - Supervise implementation of the programme at the 3 universities, respecting the EMJMD rules - Supervise implementation of the internships at the asso- ciated partners - Write intermediate and final technical reports, financial reports - Maintain and update of the curriculum to answer current needs and implement quality assessment results and rec- ommendations of the Boards - Maintain website	- Student selection	- Supervise all as- sessments (essays, exams and theses) - Approve of intern- ship placements - Check whether the consortium and lo- cal rules and regula- tions are obeyed - Defer to the local exam board on mat- ters ruled by na- tional legislation - Control standards of supervision and signing of supervi- sion agreements - Decide on mea- sures to be under- taken in case of pla- giarism suspicion	- Quality assurance - Local coordination and programme man- agement - Advising Board of Directors on further development of the programme on the ba- sis of quality assur- ance	- Communication with all other Boards on intern- ships and thesis co-supervision

The full partners commit themselves that in their universities:

- they are equipped for the needs of the international students and researchers in the EMCL+ programme, including assistance with visa and bank accounts, and the provision of a confidential advisor for the students;
- they will assist the students and guest lecturers in finding accommodation free of charge;
- the students and guest lecturers will have free access to the libraries of each University;
- they will provide possibilities for networking of the students / guest lecturers with local students/researchers.

(e) Financial administration is in the hands of the Coordinating University (Groningen). They are in charge of:

- The financial management of the individual grants. Upon arrival, all students sign a scholarship contract with the Coordinating University. The student should open a bank account in one of the countries of the consortium. The scholarship will be transferred to this account on a monthly basis as specified in the scholarship contract. The same holds for the grants for the guest lecturers. In accordance with national legal obligations, the individual grants will be paid at the end of each month. The travel allowance will be split and paid in four instalments, one at the beginning of the Degree Programme, after 12 months, after 18 months and at the end of the Degree Programme in the 24th month.
- Transferring the tuition fees and money for costs made for the EMCL+ programme to the University of Eastern Finland and the University of Potsdam.
- Payment of the guest lecturers.
- Take out and payment of insurance of the students. The student will be covered free of charge by an insurance

scheme, valid worldwide, including 100% cover:

- of doctor's fees, medicines, examinations, analyses prescribed by a physician, urgent dental care following an accident, all hospital expenses and surgical fees, repatriation in the event of serious illness or accident.
- in case of accidental death, in all cases, including suicide: transport of the mortal remains to the place chosen by the deceased's family, funeral and laying out costs, costs of the coffin.
- in case of permanent invalidity: around the clock cover against partial or full disability of a permanent nature resulting from an accident.
- of third-party liability: around the clock cover against financial consequences of third party liability, which extends to the eligible candidates' host institutions.
- of theft and loss of identification documents and travel tickets.
- for supplementary assistance services (repatriation, early return in case of the death of a relative, dispatching of medicine abroad, search and rescue costs, telecommunication costs, emergency travel assistance, legal assistance, transportation and accommodation costs for family members in emergency situations).

§ 2 Subscription to the aims, added value and joint nature of the Masters Programme, Masters Degree

- (1) The full partners subscribe to the aims of the EMCL+ programme. The general purpose of the EMCL+ programme is to offer candidates a full-time interdisciplinary and transnational university Degree Programme at Masters level, providing integrated training in experimental linguistics, psycholinguistics, neurolinguistics, and clinical linguistics. The aim of the Degree Programme is to train highly qualified and advanced students who, after completion of the Degree Programme, will be widely employable. With this Degree Programme, students are excellently prepared for research work and PhD programmes in the above fields. They will also be widely employable in the R&D and clinical sector, thanks to the inclusion of representatives from these sectors as associated Partners in the EMCL+ programme.
- (2) The full partners also acknowledge the added value of the EMCL+ programme and support its goal to make a genuine contribution to European university excellence and competitiveness by providing a solid theoretical basis, nurturing the students' high motivation, satisfying their strong desire to acquire specialised knowledge, skills and competencies, and training them in flexibility by mobility. They recognize that the associated partners from the academic, R&D and clinical sector contribute significantly to this added value.
- (3) They stimulate the integrated structure of the Degree Programme and its modular structure composed of 8 modules: (M1) start up classes; (M2) language and culture; (M3) methods including statistics and experimental linguistics; (M4) neurolinguistics, and psycholinguistics; (M5) neurotechnology and IT for clinical linguistics; (M6) internship at one of the associated partners or full partners, either as a deepening component, or as an applied component in the R&D or clinical sector; (M7) master thesis; (M8) research extras including colloquia, reading circles, and scientific excursions offered at each University, and the attendance of the international conference Science of Aphasia (SoA).
- (4) The full partners agree that after the successful completion of the EMCL+ programme, the graduates will receive a joint Master degree, a joint Grade Record and a joint Diploma Supplement issued on behalf of the full partners by the University of Groningen.

§3 Joint admission requirements, applications and selection

- (1) The full partners require applicants to have a Bachelor degree at university level (of at least 180 ECTS) or a comparable degree in speech and language therapy, linguistics, psychology, special education, or (bio)medical sciences. Information about the Degree programme and application procedures can be retrieved in the English language from the website www.emcl.eu. Application forms have to be completed in the English language and submitted in paper form by February 1 (in the year the student wants to start the Degree programme) to Uni-ASSIST. Applications should contain a personal and academic curriculum vitae, a questionnaire on language competencies, a description of the motivation for choosing to study the EMCL+ programme, a copy of the certificates and of the academic records, reference letters of two scientists, a proof of sufficient English language knowledge by relevant test results (TOEFL at least 600 paper-based, 250 computer-based, 100 internet-based or IELTS of at least 7 or equivalent), and a copy of identification papers or travel passport.
- (2) The Selection Board decides upon the admission of the applicants in March and ranks successful applicants into lists for Programme country and Partner country students. These lists, including the names of the self-payers are listed in the EAECA Mobility tool prior to the deadline of April 15th. After examination by the EU-agency, applicants are notified that they are admitted with or without a scholarship. The admission to the EMCL+ programme requires that students agree to study at each of the three full partners ("mobility plan").

§4 Joint fees

- (1) The consortium charges a fee of € 9,000 per year to partner country students and of € 4,500 per year to programme country students. Payment mode, i.e. the number and amount of instalments is specified in a student agreement with the Coordinating University (Groningen). Additionally, scholarship agreements are made with the students who receive an EMJMD scholarship.

- (2) The distribution of income over the full partners is arranged in Annex I.
- (3) The full partners agree to authorize the Selection Board and the Board of Directors to examine applications for fee reductions or waivers for students with disadvantaged backgrounds and to grant these in well-motivated cases.

§5 Standard duration of the EMCL+ programme, mobility, certification and volume of the EMCL+ programme and examination achievements

- (1) The regular study period (the time after which the students normally obtain their final degree) of the EMCL+ programme is 24 months. Each student has to obtain at least 120 credit points (ECTS).
- (2) The EMCL+ programme starts on September 1st with the Start-up classes. Term 1 starts on October 1st and lasts until the end of February (with a 2 week Christmas break). The second term starts on March 1st and lasts until the end of July. In August the students have a 4 week break. In September they attend the Science of Aphasia Conference. October 1st, the third term starts, which lasts, again, until the end of February. The final term is divided over two sites: the internship site and the university where the first thesis supervisor is employed.
- (3) Mobility plan:

The mobility plan for the EMCL+ students

	Start up classes	Term I	Term II	Term III	Term IV
Univ. Eastern Finland	X	X			X
Univ. Groningen			X		X
Univ. Potsdam				X	X
associated partner					X

1. During the 4th term, EMCL+ students do their internship at one of the associated partners and write their thesis at one of the Universities.

- (4) The full partners agree to offer the EMCL+ programme courses, library and laboratory infrastructure as well as access and usage time for the equipment, in addition to close thesis supervision and mentoring.
- (5) All courses of the EMCL+ programme are graded with credit points in accordance with §6. The number of credit points awarded for a course is certified if the student has obtained at least the grade “E = sufficient”. Credit points can be obtained in classes, internship and thesis work.
- (6) Grade records of all study and test achievements of a student at his/her university of residence are sent to the University of Groningen at the end of the first, third and fourth term.
- (7) A student has to obtain at least 120 credit points (ECTS), 30 credit points in each term of classes, including preparation for internship and thesis, and 30 ECTS in the final term for thesis and internship.
- (8) Any study and test achievements which were used for the fulfilment of the entry conditions for the EMCL+ programme, in accordance with §3, cannot be accredited again for the EMCL+ programme.

§6 Grading system

- (1) The Joint Grade Record lists the test achievements for modules 2-7. They are graded according to the following system:
 A = excellent
 B = very good
 C = good
 D = satisfactory
 E = sufficient
- (2) A failed examination (less than E = F) has to be repeated before the beginning of the next term. If a student fails the same examination two times, or three times in Potsdam, respectively he/she will be excluded from the Degree Programme.
- (3) The conversion of the local grading scales for study and test achievements into the EMCL+ letter grading system is done according to the following table:

	Verbal	RUG	UEF	UP
A	Excellent	9,10	5	1,0 - 1,3
B	Very good	8	4	1,7 - 2,0
C	Good	7	3	2,3 - 2,7
D	Satisfactory	6	2	3,0 - 3,3

E	Sufficient	--	1	3,7 - 4,0
F	Not sufficient	< 5	0	4,0

§7 Internship

All EMCL+ students are obliged to do a 10 ECTS internship at one of the full or associated Partners. All information about the internship, including the learning outcomes, formal requirements, procedure, planning, supervision, assessment and assessment criteria and rights and obligations are established in the Internship guidelines, see annex II.

§8 Registration of the Master Thesis and Degree Programme completion

All information about the Master Thesis, including the learning outcomes: formal requirements, procedure, planning schedule, assessment and assessment criteria, archiving and rights and obligations, are established in the Thesis Guidelines, see annex III.

The Examination Board decides on the admission to the Master Thesis and the completion of the Degree Programme. The Examination Board specifies the topic and the expected duration (maximally six months) for the Master Thesis.

§9 Master Thesis

- (1) The English language Master Thesis should demonstrate that the student is able to competently and scientifically deal, within a fixed period of time, with an experimental linguistic, neurolinguistic, psycholinguistic, or clinical linguistic problem which is clearly formulated.
- (2) In well-founded cases, the topic and accompanying research proposal of the project for the Master Thesis can be changed only once and only within the first 2 months of the operating time. Upon motivated request from the student (e.g., incapacitation), the Examination Board can extend the time period for a maximum of three months. This motivated request needs to be done no later than 1st of July unless a medical doctor attests medical issues later in time.
- (3) All rights and obligations regarding the Master Thesis are described in the Thesis Guidelines, see annex III.

§10 Certification and documents

- (1) The EMCL+ programme is completed if the minimum number of credit points according to § 5.7 is reached.
- (2) The final grade on the diploma is expressed according to the following system:
 - A = excellent
 - B = very good
 - C = good
 - D = satisfactory
 - E = sufficient
- (3) The full partners issue a joint degree, carrying the logo of each full partner a joint grade record, and a joint Diploma Supplement signed by the chair of the Board of Directors and the chair of the Examination Board and carrying the seal of the awarding university (University of Groningen).

§11 Quality assurance

Quality assurance is done both internally and externally in compliance with national law.

Internal evaluation

- (1) Student feedback:
 - Local feedback: teacher/course evaluation (including the quality and value of the lectures taught by the guest lecturers and associated partners) at the full partners using their established system tailored for the integrated nature of the EMCL+ programme;
 - Common feedback (evaluation of the full partners) collected centrally by the consortium using standardized questionnaires; including locally organized services like housing and help with visa, etc.;
 - Feedback on internship offered by the associated partners on the quality of supervision, the internship and the thesis supervision.
- (2) Alumni feedback for employability evaluation and further suggestions for the programme; this is done via the website and at the Science of Aphasia conference.
- (3) Feedback of the associated partners:
 - on the quality of the students concerning the courses in which they participated;
 - on the quality and the background of the students with regard to the requirements for their internship;
 - on the process of supervision of the internships and the theses.

(4) Guest lecturers' feedback

The guest lecturers are invited to give feedback:

- on the application procedure and the support of the hosting institute for visa, housing, contract preparation etc.;
- on the quality of the students of the courses they taught;
- on the quality of the facilities at the hosting institute;
- on issues of the EMCL+ programme as a whole.

(5) Applicants' feedback

A small number of accepted (5) and not-accepted (5) applicants will be randomly selected each year and they will be asked to give feedback on:

- the information for applicants on the website;
- the application procedures;
- the transparency of the selection procedures;
- the information provided on the outcome of the selection procedures;
- (for those selected) the information provided after the selection procedures.

(6) Self-evaluation of participating full partners

Internal evaluation

For the internal evaluation of teaching, learning and other programme related activities, procedures which are already in place at the full partner institutions are followed. Existing questionnaires will be updated and digitalized. Questionnaires for the associated partners and applicants are new in the EMCL+ programme and will be developed during the preparatory year.

External evaluation

Systematic external evaluation is provided through permanent peer feedback of one or two colleagues outside the network. They monitor all activities from application procedures, student selection to EMCL+ programme development, and bring problems to the attention of the Board of Studies. These colleagues will annually speak with the students in a separate meeting. In addition, the EMCL+ programme is also the subject to continuous quality control according to the full partners' established quality assurance policies, and through evaluation of national / regional bodies.

The feedback that is collected by internal and external evaluation is discussed by the Board of Studies. This body meets twice a year. They report to the Board of Directors and give advice on how the EMCL+ programme can be improved on the basis of the feedback. The Board of Directors implements the changes accordingly, when feasible and legally possible. This involves not only changes to the EMCL+ programme, but also improvement of the local facilities and organisation.

§12 Socio-cultural assistance of the students

For smooth daily operation and student assistance, there will be the following services:

- A Programme management run by a Local Coordinator with his/her assistants. They act as a central contact point for the student.
- Obligatory language and culture classes at full partners should provide the students with sufficient communicative skills to learn to master everyday problems.
- Students will be taken on a guided tour of the city at the beginning of each new residence period.
- Each full partner will be in charge of visa issues, accommodation of students and scholars, and other types of assistance and do so free of charge.
- Additional services are provided at each full partner institution or disadvantaged students or scholars or those with special needs.
- Each full partner will open up low cost sports facilities and the local graduate schools for ease of interaction with other students/scholars.
- Email lists will be created at the beginning of the EMCL+ programme for networking purposes and news announcements from the Board of Directors and the local coordinators.

§13 Human, financial and other types of support provided by the full partners

Implementing and running the EMCL+ programme and its Degree Programme counts as part of the obligatory teaching load of all teachers at the full partners. The teachers and local directors appointed are all high-level academics with international teaching and research experience. Extra money is provided by the full partners to hire assistants for Local Coordinators in support of local implementation of the EMCL+ programme. In order for the EMCL+ programme to be self-supportive, each

full partner allows its administration and infrastructure to be used without expenses. At the coordinating University (Groningen), the financial officer is allowed to dedicate a large portion of his time to the financial management of the consortium scholarships.

§14 Course promotion measures and awareness raising activities

The University of Eastern Finland is responsible for the promotion. A webpage is maintained that contains all relevant information about the EMCL+ programme, the Universities, the associated partners, the courses offered, possible thesis topics, the internship projects and the application procedure, including a downloadable application form, and a link to the alumni site. A Wikipedia page will be created for the EMCL+ programme. Furthermore, the promotion will be made through:

- Google Adwords;
- opening a Facebook page (the page we have now is protected and only accessible for EMCL+ students and alumni);
- international news sites, mailing lists and platforms of relevant professional bodies (e.g., Science of Aphasia, the Academy of Aphasia, LinguistList, CUNYList);
- flyers that will be spread on the international conferences that the directors and teachers of the EMCL+ attend;
- portals of the universities and national agencies where students look for grants.

§15 Open Access Policy

All master theses are published online (if both the supervisors and the student agree; sometimes the thesis will contain information that cannot be made public, for example in case of special diseases or when a patent is involved and/or when privacy laws apply) through the EMCL+ website and through the library of the University of Groningen. EMCL+ students and graduates are encouraged to publish in open access journals, proceedings etc. Data collected for master theses' projects will be made sustainably available according to the national laws. The MOOC that will be developed by the consortium will be made freely accessible via *future learn*.

§16 Logos

The logo of EMCL+ and Erasmus+ will be used on all materials that refer to EMCL+, including the announcement and description of the Degree Programme on the universities' website.

§17 Guest lecturers

The EMCL+ consortium aims at recruiting 4-6 guest lecturers per cohort. Promotion activities to recruit guest lecturers are part of the activities mentioned in §14. Guest lecturers are invited or can apply for a minimum duration of one week and a grant of €1,895/week. They apply through the EMCL+ website, application materials are provided and managed by the University of Potsdam. Selection of candidates is done during a regular consortium meeting or per Skype, if needed. The Coordinating University (Groningen) manages financial aspects.

§18 Interaction with non-educational actors

The full partners actively interact with the associated partners that come from (a) related academic fields in Programme countries (n=1) and Partner countries (n=3); (b) the R&D (neurotechnological) sector (n=6) and (c) the clinical sector (n=6). These are all potential employers, they will be involved in teaching and provide internships for EMCL+-students and agreed to co-supervise their thesis projects when they are involved. These Associate Partners will participate in the *Meet the Employer Events* in the third term. They will either come to the University of Potsdam or are available through an internet connection and present a virtual lab visit. Excursions will be organized to the companies and rehabilitation centres in the vicinity of Potsdam. The associated partners will be available at least half a day each to present themselves and to discuss possible research projects with the students.

The University of Groningen will collaborate with three associated partners, the University Medical Center Groningen (UMCG), and the university hospitals of VU Brussels and Montpellier, to make a MOOC on Language Testing during Awake Brain Surgery. This MOOC will support the research class on this topic in the second term in Groningen, but will be freely available via www.futurelearn.com.

§ 19 Intellectual Property

Each of the Universities acknowledges that nothing herein shall alter the ownership or control of any intellectual property. Intellectual property means knowhow, patents, inventions, methods, solutions, devices, substances, education material and software, technical reports and documents in which the information is described, regardless of the form or medium in which it is disclosed or stored and irrespective of whether it is or can be protected by intellectual property rights.

§ 19.1 Ownership of Intellectual Property

The ownership of the Intellectual Property shall rest with the University, in whose activities the Intellectual Property was created, invented or generated.

The ownership of jointly generated Intellectual Property shall rest with the Universities generating the Intellectual Property jointly, in the proportion of their contribution to creating such Intellectual Property. The joint owning Universities shall agree separately on detailed conditions for the exploitation of their jointly owned Intellectual Property. Should the joint owners fail to reach an agreement as regards their jointly owned Intellectual Property, each joint owner shall be entitled to use the jointly owned Intellectual Property independently as it sees fit.

The establishment of Intellectual Property Rights relating to course contents will remain with the University responsible for delivery of that course. Where existing copyright material is used, this must be acknowledged. Delivering Universities shall be responsible for obtaining the necessary third party authorisation. In case a student generates Intellectual Property ownership of the Intellectual Property shall be subject to the rules of the University where the student was registered at the time the Intellectual Property was created.

The Universities not owning the Intellectual Property shall have a royalty-free User Right for Research Purposes to Intellectual property generated by the other Universities, excluding patentable inventions and software. User Right for Research Purposes refers to a non-exclusive right to use the Intellectual Property in internal research and development purposes of the University as well as in teaching or for scientific research purposes. User Right for Research Purposes does not include a right to sub-license the Intellectual Property or otherwise assign the Intellectual Property or a part thereof to third parties, nor a right to sell services conducted by using the Intellectual Property or a right to otherwise commercially exploit the Intellectual Property.

§ 19.2 Ownership of Background

Background means all information owned by an University or otherwise in its possession, generated outside the Degree Programme, including but not limited to knowhow, ideas, patents, inventions, methods, solutions, devices, substances and software, technical reports and documents in which the information is described, regardless of the form or medium in which it is disclosed or stored and irrespective of whether it is or can be protected by intellectual property rights.

The necessity of the Background for the EMCL+ programme, submitting the Background and the conditions thereof shall be in the sole discretion of the University owning the Background or having the Background otherwise in its possession. The Parties are not obliged to submit any Background to be used by the other Universities in the EMCL+ programme, unless otherwise agreed in writing.

The Universities are allowed to use the Background submitted by the other Universities for the purpose of carrying out the tasks defined in this Agreement. The University receiving the submitting University's Background shall not be entitled to assign the Background further to a third party. If the Background is needed in order to exploit the Intellectual Property of the Degree Programme in further research and development or in business activities, the conditions of such use shall be agreed separately in writing between the Universities in question.

The University shall return the Background received from the other University only, if so separately agreed in writing between the Universities.

§ 20 Confidentiality

The Universities shall each individually confirm that strict confidentiality will be observed in all communications relating to portable or potentially commercially valuable intellectual property created within the Degree Programme.

Confidential Information means either oral or written information concerning technical, financial, commercial or other matters which is clearly marked as confidential prior to its disclosure or otherwise obviously of confidential nature due to the nature of the information or the circumstances, in which it was disclosed.

The Universities undertake not to disclose the other University's Confidential Information disclosed to the receiving University by the disclosing University or which is otherwise in the receiving University's possession, to third parties, and to obey due diligence in order to safeguard the confidentiality of the said information.

The Universities are not entitled to use Confidential Information for other purposes than for fulfilling their obligations according to this Agreement.

The confidentiality obligations shall not apply to information, which the receiving University is able to demonstrate to be:

- (a) public or which later becomes part of the public domain through no fault or negligence of the receiving University or its personnel, or through no breach on this Agreement or applicable legislation;
- (b) already in the receiving University's possession at the time of disclosure through no fault or negligence of the receiving University;
- (c) received from a third party without any confidentiality obligations;
- (d) independently developed by the receiving University without using any Confidential Information of the disclosing University; or

(e) required to be disclosed by law, decree, governmental order or similar.

The Universities shall apply the confidentiality obligations set out herein during the term of this Agreement and five (5) years thereafter.

The Intellectual Property is, in principle, public information. Each University has the right to publish the Intellectual Property generated by it.

Confidential Information shall not be disclosed when publishing Intellectual Property. The Universities are entitled to review the intended publications prior to publishing. The material which is intended to be published shall be delivered to the Universities for approval in writing (including e-mail). Restricting the publication shall be claimed no later than within thirty (30) days as of receiving the material intended to be published. Restricting the publication may only be claimed on well-founded grounds, which may either be the protection of Confidential Information or protecting intellectual property rights included in the intended publication. Should this be the case, the Universities shall negotiate amending the publication and avoid the situation, where the whole publication would be banned. If the Universities have not expressed their well-founded and specified claim to restrict the publication within the said time limit, the publication shall be considered permitted.

§ 21 Liability

The Universities shall carry out the work related to the EMCL+ programme using reasonable skill, care and diligence as well as professional personnel. The Universities shall not, however, be held liable for the content of the Intellectual Property. Additionally, the University using the Intellectual Property shall be exclusively liable for the use it puts such Intellectual Property, including the intellectual property rights relating thereto.

The Universities shall be liable towards each other for damage caused by a breach of contract. The liability of either University arising in any way out of the subject matter of this Agreement shall not extend to any indirect or consequential loss or damage. The liability of a University shall in all cases be limited to the share of financing of the University in breach in accordance with this Agreement. The limitations of liability set out herein shall not apply if the damage is caused by a willful act or gross negligence.

Each University shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the University in question or of the University's employees or third parties resulting directly or indirectly from performance of the Degree Programme activities by the University in question under the present Agreement.

The Universities shall not be liable for damage caused by any delay or failure in the performance of the other Universities. The Universities shall not be liable for damage caused by any delay or failure due to force majeure.

All claims against a University shall be made no later than one (1) year as of the date the damage incurred or the date the aggrieved University aware of the damage. All claims for damages shall, however, be made no later than one (1) year as of the termination of this Agreement.

In the event of any controversy, claim or dispute arising out of or relating to any provision of this Agreement, the Universities shall try to settle those conflicts amicably between themselves within ninety (90) days as of either University's request for amicable settlement negotiations. Should the Universities fail to so settle then, the matter in dispute shall be finally and exclusively settled by binding arbitration according to the Rules of Arbitration of the International Chamber of Commerce ("ICC") with the composition of one arbitrator. The arbitral proceedings shall take place in Brussels in the English language.

§22 Applications of Laws

The institutions agree that every person connected with the EMCL+ programme in relation to the mutual undertakings with each other shall abide by, conform to, and comply with all of the laws of Finland, Germany, and the Netherlands or other relevant jurisdictions as well as the statutes, regulations and disciplinary rules promulgated by each Institution. Each Institution shall provide EMCL+ programme participants with a copy of its statutes, regulations and disciplinary rules.

§23 Validation – all full and associated partners should sign on separate papers with paperhead

These regulations are valid starting from the point of signature by all the consortium members.

§ 24 Signatures

This Agreement is made and signed in two similar copies, one for each University. The Universities warrant that the persons undersigning this Agreement are authorised to sign for the organisation they represent.

Groningen, date
Prof. Dr.
Sibrand Poppema

(signature)

.....

President
University of Groningen

This Agreement is made and signed in two similar copies, one for each University. The Universities warrant that the persons undersigning this Agreement are authorised to sign for the organisation they represent.

Potsdam, date

Prof. Oliver Günther, PhD

(signature)

.....

President
Potsdam University

This Agreement is made and signed in two similar copies, one for each University. The Universities warrant that the persons undersigning this Agreement are authorised to sign for the organisation they represent.

Joensuu, date

Prof. Markku Filppula, PhD

(signature)

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Dean of the Philosophical Faculty
University of Eastern Finland

- Annex I: Student Agreement
- Annex II: Internship Agreement
- Annex III: Master Thesis Agreement