Consortium Agreement Concerning the Implementation of the Programme: ‘European Master in Law and Economics’ (EMLE)

A. Preamble

This Agreement is made between:

1. Erasmus Universiteit Rotterdam, Rotterdam, The Netherlands
   Represented by Prof. dr. Henk G. Schmidt, Rector Magnificus

2. Universiteit Gent, Ghent, Belgium
   Represented by Prof. Paul Van Cauwenberge, Rector

3. Universität Hamburg, Hamburg, Germany
   Represented by Prof. Dr.-Ing. Hans Siegfried Stiehl, Vice President

4. Université Paul Cézanne Aix/Marseille III, Aix-en-Provence, France
   Represented by Prof. Marc Pena, President

5. Alma Mater Studiorum, Università di Bologna, Bologna, Italy
   Represented by Prof. Ivano Dionigi, Magnifico Rettore

6. Universität Wien, Vienna, Austria
   Represented by Prof. Arthur Mettlinger, Vice Rector

7. University of Haifa, Haifa, Israel
   Represented by Prof. Yossi Ben-Artzi, Rector

8. Warsaw School of Economics, Warsaw, Poland
   Represented by Prof. Adam Budnikowski, Rector

9. Indira Gandhi Institute of Development Research (IGIDR), Mumbai, India
   Represented by Prof. Dilip Madhukar Nachane, Director

The parties 1 to 9 are henceforth called ‘Partners’, and they are referred to by their respective city names. The partnership governed by this Agreement is called ‘Consortium’.

This interuniversity Agreement is made for the implementation of the study programme ‘European Master in Law and Economics’ (hereinafter ‘EMLE’ or ‘The Programme’). As the EMLE was recognized as a Joint Master Course under Erasmus Mundus Action 1 on 15 July 2009 (Ref. 159528-1-2009-1-NL-ERA MUNDUS-EMMC), this Agreement operates within the framework of the second edition of the Erasmus Mundus (henceforth EM) Programme (2010-2015) sponsored by the European Commission (Framework Agreement No. 2010-015 - R 04-002/001). The present Agreement replaces the previous EMLE Agreement between the relevant partners of the Consortium under the first edition of Erasmus Mundus (2004-2009, prolonged for the academic year 2009-2010).

The Partners commit to maintaining the composition of the Consortium and the implementation of the Programme in the form approved by the European Commission, as reported in the present Agreement and its Annexes, for the entire duration of the EM funding. Any change in the Programme shall be implemented according to the procedure set forth in Section J of this Agreement and, within the period of EM funding, it is subject to the prior approval of the European Commission.
For the purposes of this Agreement:

1. Students and visiting scholars are considered 'European' or 'Non-European' based on the definitions in the Erasmus Mundus Guidelines. Specifically, they are considered 'Non-European' when:
   - Their nationality is other than that of a EU Member State, an EEA-EFTA State (Iceland, Norway, Liechtenstein), Turkey, Western Balkan countries (Albania, Bosnia-Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Serbia), or Switzerland;
   - They are not resident nor have carried out their main activity (studies, work, etc.) for more than twelve months over the past five years in one of the above-mentioned states or countries.

All other students and scholars are considered 'European'.

2. 'European Commission' shall include any EU Executive Agency involved in the management of the Erasmus Mundus programme (most prominently, the Education, Audiovisual, and Culture Executive Agency – EACEA).

B. Programme Description

The Partners share the following characteristics of the EMLE:

1. Goals
   The EMLE is an interdisciplinary and international study programme aimed at providing graduate students from both inside and outside Europe with advanced training in Economic Analysis of Law (EAL). Specifically, EMLE students will: (1) learn the main concepts, methods and techniques of EAL; (2) become familiar with 'the state of the art' in the major fields of EAL; (3) learn to grasp and assess the differences and similarities between national legal systems from an economic perspective in a number of specific areas of EAL.

2. Academic Quality
   In order to preserve the long-standing tradition of excellent academic quality in the EMLE Programme, all Partners shall maintain specific expertise in EAL, experience and teaching capacity commensurate to their role in the Consortium. All courses must be specifically tailored to the EMLE students. New partners are only admitted after a thorough scrutiny of these conditions by the EMLE governing bodies. The EMLE academic staff shall consist solely of qualified scholars in Law and Economics, who are experts in a number of EAL subject areas, including the discipline(s) they teach in the Programme.

3. Integrated Structure
   The Programme is divided in three terms of 20 ECTS each (October-December, January-March, April-June). Subject to the Partners' teaching capacity, the students can spend the three terms at two or three different universities of the Consortium at their choice. Students are not allowed to spend more than two terms at the same university. Study periods attended at different universities are mutually recognized within the Consortium.
   In the first two terms, the EMLE is based on three parallel teaching tracks. The Partners active in the first term (Rotterdam, Hamburg, Bologna) provide for the homogenization of knowledge for students having different backgrounds, through elective tutorials and a mandatory course on the Foundations of Law and Economics (5 ECTS). In addition, they teach three core courses (5 ECTS each): Tort Law and Economics; Public Law and Econo-
ics; Competition Law and Economics. The Partners active in the second term (Hamburg, Bologna, Ghent) teach three additional core courses (5 ECTS each): Property Law and Economics; Contract Law and Economics; Corporate Law and Economics. The first- and second-term Partners shall cooperate within the Consortium for keeping the contents of the same core course harmonized and, depending on the students' mobility, interchangeable. Finally, each second-term partner offers one additional specialized course of 5 ECTS on a main topic in EAL (Hamburg: Economics of Constitutional and Administrative Law; Bologna: Labour Law and Economics; Ghent: Environmental Law and Economics).

The Partners active in the third term are increased to seven (Aix/Marseille, Vienna, Rotterdam, Hamburg, Haifa, Warsaw, Mumbai) in order to provide a wide range of options for specialization and individual supervision of the Master thesis. Each third-term Partner offers two courses in its area of specialization (accounting for 5 ECTS in total). However, the main focus of the third term is the writing of the Master thesis (15 ECTS), in the form of a scientific paper on a specific subject in EAL. With the exception of the tutorials, all the courses in the EMLE curriculum are mandatory and they vary exclusively with the students' mobility pattern. The structure of the Programme and a synopsis of its courses/specializations are reported in Annexes I and II, which are part of this Agreement.

4. Learning Outcomes
The Consortium and its Partners undertake that EMLE graduates shall be able to convey insights from EAL in a clear way to both a specialized and a non-specialized audience, to apply EAL in court cases and to formulate policy opinions taking into account social responsibilities. EMLE graduates shall also have the capabilities for pursuing additional studies autonomously. This includes, most notably, interdisciplinary research in legal and/or economic fields. The agreed EMLE learning outcomes are detailed in Annex III.

5. Career Development
The EMLE learning outcomes shall be relevant for the labour market. Although the EMLE is a scientific Master, the Partners shall make sure that graduates' ability to apply and assess legal rules from different jurisdictions with a view to the economic implications, to identify the legal arrangements necessary to support economic and financial transactions, and to evaluate the economic efficiency of alternative legal solutions, is valuable both inside and outside the academia. To this purpose, the Partners shall cooperate within the Consortium to maintain and enhance interaction of the Programme and of its students/graduates with the professional world, most prominently through the EMLE Associated Members and the EMLE Alumni.

C. Governance of the Consortium
The Partners acknowledge that the complex structure of the Programme and its ambitions of excellence necessitate extensive coordination for the management of the academic, administrative, and financial aspects. While being firmly committed to exchanging information and cooperating on an informal basis anytime this is necessary, the Partners have established the following management structure of the Consortium.

The governing bodies of the Consortium are: 1. The Management Board (henceforth, 'The Board'); 2. The EMLE Director; 3. The Erasmus Mundus Coordinator; 4. The
Local Coordinators. Moreover, the Consortium relies on the following Permanent Committees/Institutions for carrying out specific tasks: a. The Joint Selection Committee; b. The Quality Assurance Committee/Quality Assurance Officer; c. The EMLE Advisory Committee; d. The Ombudsman. The Consortium may establish additional ad hoc Committees.

1. Management Board

The Board is the highest governing body of the Consortium. The Board decides on every issue concerning the implementation of the EMLE by the Consortium that has not been delegated to a different authority. Specifically, the Board decides on:

- The appointment of the Director and of the EM Coordinator;
- The appointment of the members of the Permanent Committees/Institutions;
- The establishment of ad hoc Committees and their composition;
- The coordination of the courses of the Programme and their adaptation to the students' or other stakeholders' feedbacks;
- The tuition fees and their waivers;
- The distribution of the fee income and of the EM contributions among the Partners;
- The budgets and reports concerning the use of the Common Activity Fund;
- The management of the Sustainability Reserve Fund;
- The graduation, ranking and academic honours of the EMLE students;
- The topics for the EMLE theses and their supervisors;
- The proposals by the Quality Assurance Officer and the EMLE Advisory Committee;
- The Academic Calendar proposed by the Director;
- The organization of the Mid-Term Meeting and of the Graduation Ceremony;
- The marketing/advertising strategies of the Programme, as well as the networking between current, past and prospective students and their relationships with the labour market;
- The appointment of eligible institutions as Associated Members;
- The application for external funding (including renewal of Erasmus Mundus);
- The proposed settlement of students' complaints by the Ombudsman;
- The admission of new partners to the Consortium;
- The approval of the past meeting's minutes;
- The ratification of the sanctions imposed by the Director on seriously misbehaving students;
- Any conflict of responsibilities between the Director, the EM Coordinator, and the Local Coordinators;
- Any other issue brought to its attention by the Partners.

The Board consists of the Local Coordinators of each Partner, and it is chaired by the Director. All members of the EMLE teaching and administrative staff are encouraged to participate in the Board meetings. Unless otherwise specified in this Agreement, the Board decides by simple majority, with each Partner of the Consortium casting one vote. Voting remotely or by proxy is allowed on exceptional circumstances. Decisions are preferably taken with unanimous consent.

The Board shall convene ordinarily two times a year, in October and February, on dates and in locations established in the Academic Calendar. Extraordinary Board meetings may take place in special circumstances. They can be summoned by the Director, the EM Coordinator, or three Board members. The agenda of the Board meetings is set by the Director. Any Board member can submit proposals for inclusion in the meeting's agenda until one week before the meeting. The Director in-
cludes these proposals in the agenda. The latter shall be made available to all Board members at least five days before the meeting.

In addition to the Board meeting, a Teachers Meeting shall convene every year in June, on dates and in locations established in the Academic Calendar, with the special purpose of coordinating the fundamental and core courses of the first and second term. The Director chairs the Teachers Meeting and sets its agenda. The Teacher Meeting shall be attended by the Local Coordinators of the first- and second-term universities and by the teachers involved in the coordination.

All expenses of travelling to the above meetings shall be borne by the Partners.

2. **EMLE Director**

The Board appoints one of its members as the Director of the Programme. The Director is appointed for 5 years and he/she can be re-elected. The Board confers upon the Director the executive functions concerning the implementation of the Programme. The university to which the Director is affiliated shall be the ‘EMLE Coordinating Centre’. The Director and the EMLE Coordinating Centre are responsible for managing the internal affairs of the Programme, so long as this does not interfere with the tasks reserved to the EM coordinator. Under the same condition, the Director represents the Programme inside and outside the EU.

Specifically, the Director:
- Chairs the Board and the Teachers Meetings, summons the Extraordinary Board Meetings, and sets the agenda of all meetings;
- Prepares the minutes of the Board Meetings and oversees the implementation of the decisions made therein;
- Chairs the Joint Selection Committee for European students;
- Decides on the allocation of students between term universities, taking into account the preferences of the former and the capacity of the latter, as well as the recommendations by the EM Coordinator;
- Collects information on students’ performance from the Partners;
- Manages the evaluation of the students’ theses, including the appointment of external examiners and, if necessary, of third examiners;
- Prepares the students’ rankings and recommends graduations, failures, and honours to the Board;
- Issues warnings for students’ misbehaviour and, if necessary, sanctions that must be ratified by the Board;
- Collects and manages the applications from European students;
- Collects the tuition fees from European students not receiving an EM scholarship;
- Keeps the records of EMLE graduates and their performance in the programme;
- Issues the EMLE transcripts for the Graduation Ceremony and upon students’ request;
- Implements the strategies as to the marketing of EMLE, networking among students, and the relationship with the labour market;
- Maintains the EMLE website (www.emle.org), making sure that it always provides updated information about the Programme from the academic, financial, and administrative point of view;
- Prepares the Academic Calendar for approval by the Board in February;
- Manages the transfer to the Partners of their share of the fee income received by the EMLE Coordinating Centre;
- Manages the Common Activities Fund, reporting to the Board about its past and future use;
- Reports to the Board on the yearly EMLE income and on its trends, with a view to the Programme's financial sustainability;
- If necessary, formulates proposals on the use of the Sustainability Reserve Fund;
- Formulates proposals on any issue, other than those reserved to the EM coordinator, to be decided by the Board;
- Promptly informs the EM Coordinator of any issue coming to his/her attention, which has a bearing on the responsibilities of the former;
- Can avail him/herself of the EMLE Coordinating Centre staff in performing any of his/her duties, under his/her responsibility. He/she can delegate specific tasks to other persons, or to special purpose committees, subject to the Board approval;
- Is responsible of any other executive matter that has not been assigned, by the Board or by this Agreement, to a different authority.

3. Erasmus Mundus Coordinator

The Board appoints one of its members as the EM Coordinator. The EM Coordinator is appointed for 5 years and he/she can be re-elected. As the EM coordinator exclusively represents the Consortium in the relationship with the European Commission, his/her tenure corresponds with each period of EM recognition. With the decision to apply for any Erasmus Mundus programme, and conditional on the application being accepted, the Board confers upon the EM Coordinator all the functions concerning the Erasmus Mundus status of the Programme. The university to which the EM Coordinator is affiliated shall be the 'Erasmus Mundus Coordinating University'. The EM Coordinator and the EM Coordinating University are exclusively responsible for dealing with the Consortium's rights and obligations depending on the EM status of the Programme. The Consortium’s legal representation in all contacts with the European Commission is reserved to the EM Coordinator or, when applicable, to the legal authorities of the EM Coordinating University, so long as this does not interfere with the tasks reserved to the EMLE Director.

For the first five academic years of validity of the present Agreement, the Erasmus Mundus Coordinating University shall be the Erasmus Universiteit Rotterdam.

Specifically, the EM Coordinator:
- Concludes, through the legal authorities of the EM Coordinating University, the relevant contracts with the European Commission;
- Reports to the Board on the developments of the EM recognition, the consequences for the Programme, and proposes the actions to be taken;
- Oversees the Programme’s compliance with the EM regulations and with the related guidelines/recommendations of the European Commission;
- Reports to the European Commission about the implementation of EMLE as an EMMC, according to the European regulations and the contractual obligations undertaken on behalf of the Consortium;
- Manages all communications and participates in all meetings with the European Commission on behalf of the Consortium;
- Forwards to the European Commission the requests of the Board;
- Can ask anytime the Partners to exchange information or otherwise cooperate with the EM Coordinating University in order to comply with the EM requirements;
- Monitors compliance of the EMLE communication (especially the EMLE Website) with the EM requirements, and can ask the Director to implement the necessary changes;
- Updates the pages of the EMLE Websites relating to the EM scholarships and to the application by Non-European students;
- Chairs the Joint Selection Committee for Non-European students;
- Provides the Director with recommendations on students’ allocations between term universities in order to ensure compliance with the EM mobility requirements;
- Manages the EM scholarship schemes for students and visiting scholars;
- In cooperation with the Director, deals with misbehaviour of EM students that may lead to termination of their scholarship;
- Collects and manages the applications from Non-European students and from the visiting scholars;
- Collects the tuition fees from the students receiving an EM scholarship and from all the other Non-European students;
- Manages the transfer to the Partners of their share of the fee income received by the EM Coordinating University;
- Manages all the other payments to the Partners, students, and scholars depending on EM funding;
- Promptly informs the Director of any issue coming to his/her attention, which has a bearing on the responsibilities of the former;
- Can avail him/herself of the EM Coordinating University staff in performing any of his/her duties, under his/her responsibility. He/she can delegate specific tasks to other persons, or to special purpose committees, subject to the Board approval;
- Represents the Consortium in all international networks promoting coordination of European education (e.g. the European University Association) and in the relationships with Non-European universities or networks thereof concerning EM visiting scholarships;
- Formulates proposals to the Board on new applications for external funding or for participation in affiliation with networks of international education, within or outside the Erasmus Mundus programme.

4. Local Coordinators

Each Partner appoints a Local Coordinator from its teaching staff. Local Coordinators shall represent the Partners on the Board and shall ensure that the organization of teaching and the students’ facilities at their university are in line with the decisions taken by the Board. Local Coordinators are responsible for the implementation of this Agreement by the Partner they represent. They shall support the Director and the EM Coordinator in carrying out their duties. Local Coordinators shall cooperate and communicate with each other on a regular basis, and shall do so immediately when requested by the Director and/or the EM Coordinator. It is agreed that email correspondence shall be the standard means of communication within the Consortium.

Local Coordinators may delegate their tasks to another member of the Partner’s staff. The delegation shall be notified to the Director who shall promptly inform, in turn, the other Local Coordinators.
D. Educational Responsibilities

The Partners shall cooperate to achieve the goals of the Programme and to keep the structure, the quality and the outcomes of EMLE education in line with the standards set forth in Section A of this Agreement.

To this purpose, the Partners undertake the following. They shall:
- Appoint one member of the teaching staff as Local Coordinator bearing responsibility for the Partner’s obligations arising from this Agreement;
- Maintain a minimum staff of four qualified teachers when they offer courses in the first or in the second term;
- Maintain a minimum staff of two qualified teachers when they offer courses in the third term;
- Have at least one part-time administrative assistant for the EMLE;
- Offer courses and thesis supervision according to the term and specialization structure referred to in this Agreement and to their role therein;
- Communicate to the Director their specific dates in the Academic Calendar before the end of January of the year preceding the relevant academic year;
- Comply with the decisions of the Board concerning course coordination and how to address the feedbacks of students and of other stakeholders;
- Constantly monitor the quality of education and report potential problems to the Director or, if necessary, to the Board;
- Provide the students with all the facilities and the learning support described in this Agreement;
- Timely manage all communications with the students concerning their activities during the term(s) spent at their university;
- Guarantee availability of the teachers via email and/or in office hours;
- Provide each graduating student who spent one or two terms at their university with a legally recognized diploma and a diploma supplement in line with the national regulations, as specified in this Agreement;
- Liaise with actual and potential Associated Member established at the local level
- After adequate warning, report to the Director any serious problem with the students;
- After adequate warning, report to the EM coordinator any serious problem with the students or the visiting scholars receiving an EM grant;
- Regularly attend the Board Meetings and, when applicable, the Teachers Meetings.

E. Programme Management

1. Selection of Students and Visiting Scholars

The Partners agree on the following admission criteria to the EMLE as a graduate Programme:
- Students can participate in the EMLE when they have obtained the first job qualifying degree in the field(s) of their previous studies, according to the regulations of the country where they have obtained their degree(s);
- Students qualify for EMLE when they hold the required degree in law or in economics. Other degrees in social or political sciences qualify so long as a substantial component of law and/or economics is included in the curriculum. Students need also to document their English proficiency for being admitted;
• Visiting Scholars must demonstrate outstanding academic and/or professional experience in either law or economics. They shall contribute to the EMLE through their teaching or research interests in economic analysis of law.

Students’ application to the EMLE shall be organized as follows:
• European students apply to the EMLE Coordinating Centre;
• Non-European students apply to the EM Coordinating University;
• Applications are handled through an Online Application Form accessible from the EMLE website;
• The deadlines for application are November 15 for Non-European students and March 31 for European students.

The Partners undertake that detailed information on the application procedure and the documents required shall be posted on the EMLE website at least four months before the deadlines. With regard to the number of scholarships available to Non-European students, detailed information shall be posted conditional on the communications being received from the European Commission.

Applications by visiting scholars are received by the EM Coordinating University. To this purpose all the Partners shall liaise with eligible prospective visitors and encourage them to apply to the EM coordinator. Based on the number of grants available for European and Non-European scholars every year, and on the recommendations received by the Partner Universities, the EM coordinator shall invite the selected visiting scholars and timely inform the European Commission about the periods and the locations of their visits.

Students eligible for participating in the EMLE shall be selected by the Joint Selection Committee (JSC). Each Partner participates in the JSC with one member. The JSC selects and ranks European and Non-European students separately, both according to the following procedure:

a. Pre-selection – Every application is assessed independently by two members of the JSC, based on the affinity of the candidate with EAL. Based on the reviewers’ grades, this stage pre-selects a maximum number of applications determined by the Board.

b. Selection and Ranking – The pre-selected applications are reviewed by the plenary JSC. The final decision on the admission and ranking of students is based on the joint assessment of the selection criteria illustrated below. Study places go to the applicants in order of ranking.

<table>
<thead>
<tr>
<th>Selection Criterion</th>
<th>Relative weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of the university career, including duration, number and quality of the degrees obtained, academic credentials and academic performance</td>
<td>30%</td>
</tr>
<tr>
<td>Quality of the motivation letter</td>
<td>30%</td>
</tr>
<tr>
<td>Affinity of the previous studies with the objectives of the Master Programme</td>
<td>20%</td>
</tr>
<tr>
<td>Academic potential</td>
<td>10%</td>
</tr>
<tr>
<td>Reference letters</td>
<td>10%</td>
</tr>
</tbody>
</table>

Based on the guidelines received every year from the European Commission, the highest-ranking students who fulfil the relevant geographic distribution criteria are nominated for the EM scholarships. The EM Coordinator is responsible of the communications with the European Commission. The EM coordinating university shall inform the grant-receiving students within four weeks after the nominations have been approved by the European Commission. Within the same period:
- the EM coordinating university shall inform on admission the Non-European students who have been selected without receiving an EM grant, specifying the regime of fee-waivers applicable according to their ranking;
- the EMLE coordinating centre shall inform on admission the European students who have been selected without receiving an EM grant.

The JSC shall meet twice a year: at least one week before the end of January for selecting Non-European students; and at least one week before the end of May for selecting European students. The Partners agree that the meetings of the JSC may be held remotely. The minutes of the JSC are prepared by the Chairman of each meeting. They shall be approved via email by all members of the JSC before the deadlines for communicating the selection results to the European Commission.

2. Enrolment of Students

Regarding the enrolment of EMLE students, the Partners agree on the following:
- All European students not receiving an EM scholarship shall be enrolled centrally by the EMLE Coordinating Centre after the payment of the first installment of the tuition fee and within the first week of the first term;
- All the other students shall be enrolled centrally by the EM Coordinating University after the payment of the first installment of the tuition fee (if applicable) and within the first week of the first term;
- In addition, every EMLE student shall be enrolled locally by each Partner University where he/she spends one term within one week after his/her arrival.

3. Examination Criteria

The Partners agree on the following examination criteria for EMLE students. For obtaining the degree, students must satisfy the following requirements:
- Ten term exams must be taken during the Programme. Each exam is graded on a scale from 0 to 10 points and is passed with at least 5 points. Those who fail in up to four exams can take re-exams. Students can fail in at most one re-exam;
- A thesis must be written according to the EMLE regulations and accepted by two examiners, including the supervisor. Each examiner shall grade the thesis on a scale from 0 to 30 points. The thesis is accepted when it scores at least 24 points in total;
- Students need to earn at least 80 out of the maximum 160 points available in the Programme. The final result is expressed as a grade on a scale from 0 to 10.

Exam results obtained at any term university are fully recognized by all the Partners of the Consortium. To this purpose, the Consortium adopts the European Credit Transfer System (ECTS) as reported in the Model Student Agreement in Annex IV, which is part of the present Agreement. The final ranking and the decision whether a student has graduated from the EMLE shall be made by the Board in the examination session held in October.

The Partners agree on the specific EMLE ‘Exam and Thesis Regulations’ reported in Annex V.
4. Diplomas

The Partners shall award the following, legally recognized Master degrees to every student graduating from the EMLE who has spent at least one term at their university. The Partners shall ensure that the legal conditions for accreditation/recognition of their participation in the Programme, as well as for the award of the following degrees to graduating students, are maintained for the entire validity of the present Agreement.

<table>
<thead>
<tr>
<th>Partner university</th>
<th>Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aix-Marseille</td>
<td>Master en Analyse Economique du Droit et des Institutions</td>
</tr>
<tr>
<td>Bologna</td>
<td>Master in Law and Economics</td>
</tr>
<tr>
<td>Ghent</td>
<td>European Master in Law and Economics</td>
</tr>
<tr>
<td>Hamburg</td>
<td>LL.M. (European Master in Law and Economics)</td>
</tr>
<tr>
<td>Rotterdam</td>
<td>European Master in Law and Economics (LL.M.)</td>
</tr>
<tr>
<td>Vienna</td>
<td>Master of Arts, MA (European Master in Law and Econometrics)</td>
</tr>
<tr>
<td>Warsaw</td>
<td>Magister na kierunku Ekonomiczna Analiza Prawa ((^1))</td>
</tr>
<tr>
<td>Haifa</td>
<td>Master in Law</td>
</tr>
<tr>
<td>Mumbai</td>
<td>Master of Science in Law and Economics</td>
</tr>
</tbody>
</table>

In addition, the Partners shall provide every student graduating from the EMLE who has spent at least one term at their university with a Diploma Supplement ('DS') following the model developed by the European Commission, the Council of Europe and the UNESCO/CEPES. The Partners undertake that each of them shall issue separate DS according to their national regulations.

The Partners acknowledge that, due to the national regulations of some European Partners, the Consortium is not in the position to award either joint Master Degrees or joint Diploma Supplements to the EMLE graduates, and therefore it shall rely on a system of double/multiple degrees and DS. The Partners undertake that they shall implement both a joint EMLE degree and a joint DS as soon as this becomes compatible with the national legislations of all European Partners. The eventual European joint degree and joint DS shall be combined with legally recognized degrees and DS from the relevant Non-European Partners, unless the award of international joint degrees and DS can be arranged with the latter.

All transcripts and certifications of students’ performance in the EMLE shall be issued by the EMLE Coordinating Centre.

5. Graduation Ceremony and Mid-Term Meeting

In the examination session held in October, the Board shall decide on the graduation and ranking of students of the past academic year. The Board also decides on how many students graduate *cum laude* and it awards the prize for the best thesis (\(^2\)). The results shall be communicated by the Director to both successful and unsuccessful students before the end of October. Graduating students shall normally receive their diplomas and DS at the Graduation Ceremony held at the Mid-Term Meeting in February of the following year. Students may request a statement by the Director, re-

\(^1\) Official Polish title for 'Master of Arts in Law and Economics', as it shall appear in the original diploma. A copy shall be issued in English.

\(^2\) The prize for the best thesis shall consist of an amount of cash, yearly determined by the Board, and of the invitation to the next Mid-Term Meeting, where the thesis shall be presented by the prizewinner.
garding their graduation, or that their diplomas and DS be mailed to them before the Graduation Ceremony.

The Partners undertake that on one occasion every year the students and the teachers of all EMLE mobility tracks shall meet up. Since the establishment of the EMLE, this occasion is the Mid-Term Meeting ('MTM') held in mid-February in one of the locations (or in one location sufficiently near to) where the students spend their second term. From 2010 onwards, the Mid-Term Meeting shall host the Graduation Ceremony of the students of the past academic year.

The MTM shall concentrate the main annual events of the Programme and it shall be organized as follows. The MTM shall:
- Take place every year in a different location, rotating among Bologna, Rotterdam, Hamburg, and Ghent;
- Occur on specific dates in mid-February decided every year by the Board with the Academic Calendar;
- Be organized under the responsibility of the hosting Partner, with full cooperation by the other Partners;
- Have travel and accommodation for all the EMLE students of the current year arranged and paid for;
- Include the following:
  a. The Graduation Ceremony of past year’s students;
  b. The presentation of the past year’s Best Thesis;
  c. An Academic Workshop in Law and Economics;
  d. An EMLE Alumni Event;
  e. A Work Placement Event with invited representatives of the EMLE Associated Members;
  f. A Thesis Meeting between the current students and their prospective supervisors in the third term;
  g. A Meeting of Student Representatives with the Quality Assurance Officer;
- Host an EMLE formal dinner where all the participants in the MTM (students, teachers, graduates, alumni, academics, representatives of the Associated Members) are invited;
- Be financed by the Common Activity Fund;
- Be followed by a Board Meeting.

The Partners responsible for the organization of the MTM undertake that detailed information on the events included shall be timely posted on the EMLE website and communicated well in advance to the students, graduates, and alumni as well as to the Associated Members. To this purpose, they cooperate with the EMLE Coordinating Centre and the EM Coordinating University. The Partners agree on the importance of encouraging participation of graduates, alumni, academics and representatives of Associated Members in the MTM in order to promote the networking potential of EMLE and its connections with both the academic world and the labour market. In cooperation with the Director and with the Partners maintaining relationships with the Associated Members at the local level, the Partners responsible for the organization of the MTM shall seek personal and financial involvement of the Associated Members in the Work Placement Event.

Every Local Coordinator shall attend the MTM, preferably with additional members of their staff. It is understood that travelling and accommodation expenses of the EMLE teaching and academic staff to the MTM shall be borne by the Partners.
F. Financial Management

1. Tuition Fees

The Consortium and its Partners shall not charge the students any participation costs except for the EMLE tuition fee. The tuition fee is € 8,500 for Non-European students and € 4,500 for European students. € 500 shall be waived from the tuition fee of every student receiving an EM scholarship. In addition, the Consortium shall grant a partial tuition fee waiver of € 4,000 to the 15 highest-ranking Non-European students enrolled who do not receive an EM scholarship. The Board may consider varying the fee levels based on observation of students' demand from both European and Non-European countries.

Tuition fees are collected centrally. The EM Coordinating Centre shall collect the tuition fees from all students with an EM grant, deducting them from the payment of their scholarships. In addition, the EM Coordinating Centre shall collect the tuition fees from the other Non-European students. The EMLE Coordinating Centre shall collect the tuition fees from European students not receiving an EM scholarship. From every student not receiving an EM scholarship, the tuition fees shall be collected in two instalments. The first € 500 shall be paid upon acceptance of admission (within four weeks after this has been communicated to the student) and it is not refundable. The remainder shall be paid by the end of August of the year of enrolment.

2. Income Distribution

The Partners undertake that the fee income shall be distributed among them in the following manner:

- Out of every tuition fee, € 550 is allocated to the Common Activity Fund, which is used to finance the common activities of the Programme, such as, for instance, the organization of the Mid-Term Meeting (including transportation and accommodation of the participating students), the maintenance of the EMLE website, and the advertising of the EMLE;
- Out of the remaining tuition fee income, the University of Bologna receives a fixed amount of € 115,000 to cover its costs;
- Subsequently, each of the other eight Partner Universities receives an amount of € 2,000 to partially cover their fixed costs of implementing the EMLE;
- The remainder is distributed among the partners (excluding Bologna) according to a sharing rule based on the teaching load of the partner universities. The teaching load of the first and of the second term counts as four units. The teaching load in the third term counts as three units, considering both coursework and thesis supervision. Therefore, each partner receives the commensurate share of the total teaching load (37 units) as detailed below:

<table>
<thead>
<tr>
<th></th>
<th>First term</th>
<th>Second term</th>
<th>Third term</th>
<th>Resulting share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hamburg</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>11/37 (29,73%)</td>
</tr>
<tr>
<td>Rotterdam</td>
<td>4</td>
<td>-</td>
<td>3</td>
<td>7/37 (18,92%)</td>
</tr>
<tr>
<td>Ghent</td>
<td>-</td>
<td>4</td>
<td>-</td>
<td>4/37 (10,81%)</td>
</tr>
<tr>
<td>Aix-Marseille</td>
<td>-</td>
<td>-</td>
<td>3</td>
<td>3/37 (8,11%)</td>
</tr>
<tr>
<td>Haifa</td>
<td>-</td>
<td>-</td>
<td>3</td>
<td>3/37 (8,11%)</td>
</tr>
<tr>
<td>Mumbai</td>
<td>-</td>
<td>-</td>
<td>3</td>
<td>3/37 (8,11%)</td>
</tr>
<tr>
<td>Vienna</td>
<td>-</td>
<td>-</td>
<td>3</td>
<td>3/37 (8,11%)</td>
</tr>
<tr>
<td>Warsaw</td>
<td>-</td>
<td>-</td>
<td>3</td>
<td>3/37 (8,11%)</td>
</tr>
</tbody>
</table>
In addition, the Partners agree that the annual EM contribution to the EMLE coordination costs (€ 30,000) shall be divided between the EM Coordinating University and the EMLE Coordinating Centre. The former shall take 2/3, the latter 1/3.

The Partners agree that, based on reasonable projections of students’ enrolment for the period 2010-2015, the above sharing rules shall guarantee the financial sustainability of the Consortium. The Partners agree to allocate possible surpluses over their costs to a Sustainability Reserve Fund, which may cover unexpected decreases of the fee income or generate complementary funds for students in need. Based on the yearly reports by the Director on the sustainability of the Programme and on the availability of past surpluses, the Board may decide on the use of the Sustainability Reserve Fund.

3. Payments to the Partners

The EM Coordinating University and the EMLE Coordinating Centre shall transfer every year between themselves and to the Partners the appropriate amounts of money based on the agreed sharing rules. The Partners agree that the final calculations are based on the number of students participating in the first-term exams. Accordingly, the payments to the Partners shall be executed in January.

4. Payment of Scholarships

The payments of EM grants (Category A scholarships for Non-European students; Category B scholarships for European students; grants for visiting scholars) shall be managed exclusively by the EM Coordinating University according to the rules specified below.

The payment of the EM scholarships to the students shall be based on a Scholarship Agreement concluded between the EM Coordinating University and each grant-receiving student. The Model Scholarship Agreement reported in Annex VI is part of the present Agreement. When applicable, the Scholarship Agreement shall be part of the Student Agreement concluded with the Consortium. Grant-receiving students shall agree that the EM Coordinating University deducts from the scholarship the tuition fee of € 8,000 or € 4,000, respectively for Non-European and European students. Students shall also agree that the remainder of the scholarship is paid in ten instalments.

The first instalment – including a part of the contribution to the student’s travel, installation, and other personal costs for Category A scholarships – shall be paid as soon as possible after the funds have been transferred by the European Commission, after the Scholarship Agreement has been signed and after the student’s arrival to his/her first-term university is confirmed. The remaining instalments shall be paid monthly, from November onwards, provided that the student regularly attends the courses taught in the programme, hands in the assignments, and participates in all term exams. If relevant, the contribution to the student’s travel, installation, and other personal costs for Category B scholarships is paid with the last instalment preceding mobility to the Non-European Partner. It shall be explicitly notified to the student that the payment of the grant may be terminated if the student does not make sufficient progress in the EMLE or otherwise fails to comply with its regulations.

Payment of EM grants to visiting scholars are executed by Rotterdam once the grantee has arrived to the host university, conditional on the funds being made available by the European Commission.
C. Quality Assurance

1. Internal Quality Assurance

All Partners shall have in place internal evaluation procedures for their teaching staff (e.g. annual job performance interviews, reports, student questionnaires, scientific output evaluation). In addition, the Partners agree on the following special procedures and instruments to ensure the quality of the Programme.

- In each first and second term, students in the different mobility tracks shall choose two representatives who can convey any point of criticism to the Quality Assurance (QA) Committee. The QA Committee consists of two staff members (one academic, one non-academic) from each Partner operating in the first two terms, and it is chaired by the QA Officer. Both are appointed by the Board. The Committee collects and discusses complaints, criticisms and suggestions from the students’ representatives. The QA Officer shall meet in person with all student representatives during the Mid-Term Meeting and present the issues raised in the following Board Meeting.

- After every exam, students shall fill out anonymous questionnaires regarding the contents of the courses, the quality of the teaching, and the practical organization of the Programme. The results of the questionnaires shall be carefully analyzed by the QA Officer and presented in the Board Meeting of February and in the Teachers Meeting of June. If problems are reported, including logistics (e.g., accommodation, access to study facilities), possible solutions shall be discussed and scheduled for implementation.

- With respect to grades, the Director shall monitor the consistency and comparability of the average marks and marks distributions among different Partners, in order to ensure that there are no significant differences. The thesis shall be graded both by the supervisor and by an external examiner; in case of substantial disagreement, a third examiner shall be consulted.

- In the Teachers Meeting in June, the contents of the courses offered in the first two terms shall be discussed with a view to continuously improving coordination of the common courses.

2. External Quality Assurance

The Partners shall be individually responsible for the quality of their education, according to the principles, rules and procedures established by their national regulations. The partners shall maintain the QA conditions for their participation in the EMLE and the award of the legally recognized degree therein for the entire duration of this Agreement. This includes undergoing all accreditations, inspections, reporting, quality controls required by the Partners’ national legislation. The outcomes of the above-mentioned procedures, as well as potential problems with them, shall be reported to the Director and to the EM Coordinator without delay.

The Consortium shall rely on the EMLE Advisory Board for the overall quality assessment of the Programme, according to the procedures set forth in this Agreement.

The EM Coordinator may decide to submit the Programme for evaluation by external Agencies for Quality Assurance. This decision shall be endorsed by the Board. All the Partners shall cooperate with the EM Coordinator in performing this exercise.
3. Ombudsman

The Consortium shall establish an EMLE Ombudsman for settling complaints filed by the students. The Ombudsman is appointed by the Board. Before addressing the Ombudsman, students should first contact the Local Coordinator, then the Director. The Ombudsman shall not be competent to hear complaints regarding:

- The EM scholarships, which must be addressed exclusively to the EM coordinator;
- The application and selection procedures, which must be exclusively addressed to the Director (for European students) or to the EM Coordinator (for Non-European students) as Chairpersons of the JSC.

The Ombudsman reports to the Board on a regular basis. Unsettled issue shall be referred back to the Director or to the EM Coordinator, depending on their responsibilities in representing the Consortium. The Board shall be kept informed of the progress of any complaint referred to the Ombudsman and the Ombudsman’s decisions shall be subject to the approval of the Board.

In any event of conflict of interest, the Ombudsman is replaced by the Director; the Director is replaced by the EM Coordinator; the EM Coordinator is replaced by the Director.

H. Services for Students and Scholars

1. Facilities and Insurance

- The Partners shall handle, through their International Offices or comparable departments at the faculty/university level, the visa and residence permit requirements for the EMLE students and the visiting scholars. Students and scholars shall be contacted in due time to submit the necessary documents.
- The Partners shall assist students and scholars in finding suitable accommodation for them, and if necessary, for their family during the period of their stay.
- The Partners shall supply students and scholars, no later than the day of their arrival, with information on every issue relevant for their stay.
- Each EMLE student shall receive a student card by every term university and be entitled to the same services and facilities as the other students enrolled by the Partner. The Partners agree that a welcome meeting shall be organized at the beginning of each term.
- Visiting scholars shall receive office space and access to the same teaching/research facilities available to the Partners’ staff.
- Local Coordinators shall be responsible for providing to students and scholars with special needs/disabilities the necessary assistance. Local Coordinators shall also assist students and scholars in arranging medical services, when needed.
- The EM Coordinating University shall arrange insurance coverage for all students receiving an EM scholarship. The costs thereof shall be borne by the Consortium. The EM insurance package shall cover medical expenses, accidents, extra costs/emergency assistance, legal liability, legal assistance and personal possessions. This insurance package shall be offered on the same terms to all other students, who have to bear its costs unless they prefer to make different arrangements on their own.
2. Language Policy

The Partners agree on the following language policy as a way to combine efficiency of instruction in English with learning and practice of other European languages.

- All courses and examinations shall be taken in English, which shall be the common language of instruction. Prospective students shall be adequately informed about this and asked to provide objective evidence of English proficiency as a condition for being enrolled.
- The Master thesis may be written in English or in the language of the European country where the student spends the third term. This is allowed when the language is not the student's mother tongue and both a supervisor and an external examiner are available to evaluate the thesis in this fashion.
- Students shall be offered language courses by each European Partner involved in their study programme, according to the following guidelines:
  - Language courses shall be integrated in the term schedules of the EMLE lectures, in order to avoid overlaps with the Master courses;
  - The number of classes shall be commensurate to the load of the term coursework;
  - Language courses shall be offered free of charge by each Partner University;
  - Upon completion of each language course, the students shall receive a certificate of attendance;
  - The Partners undertake that the following language courses shall be offered:

<table>
<thead>
<tr>
<th>Partner</th>
<th>Language course</th>
<th>Term(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aix-Marseille</td>
<td>French</td>
<td>3</td>
</tr>
<tr>
<td>Bologna</td>
<td>Italian</td>
<td>1, 2</td>
</tr>
<tr>
<td>Ghent</td>
<td>Dutch/Flemish</td>
<td>2</td>
</tr>
<tr>
<td>Hamburg</td>
<td>German</td>
<td>1, 2, 3</td>
</tr>
<tr>
<td>Rotterdam</td>
<td>Dutch</td>
<td>1, 3</td>
</tr>
<tr>
<td>Vienna</td>
<td>German</td>
<td>3</td>
</tr>
<tr>
<td>Warsaw</td>
<td>Polish</td>
<td>3</td>
</tr>
</tbody>
</table>

3. Student and Scholarship Agreements

Before the enrolment, a Scholarship Agreement based on the Model in Annex VI shall be concluded between the students receiving an EM scholarship and the EM Coordinating University. A Student Agreement based on the Model in Annex IV shall be concluded, on behalf of the Consortium, between every student and the Local Coordinator of his/her first-term university within one week after the student’s arrival. When applicable, a copy of the Scholarship Agreement shall be attached to the Student Agreement. The EMLE Exam and Thesis Regulations (Annex V) shall be part of both agreements and shall be attached to them. The conclusion of the Student Agreement shall be a condition for finalizing enrolment in the EMLE. The conclusion of the Scholarship Agreement shall be a condition for the payment of EM scholarships. The Models of Student Agreement and Scholarship Agreement shall be posted on the EMLE website, in order for prospective students to be aware of their contents. Any further regulations of Partner Universities shall be binding on the EMLE students on condition that they are promptly communicated to them.
4. Networking and Alumni

The Consortium acknowledges the importance of promoting the activities of the EMLE Alumni in order to enhance the networking potential of current, past and prospective students in the Programme, both in their mutual relationships and in those with the labour market. Accordingly, the Partners agree on the following:

- The Board shall set the strategic guidelines for enhancing the activities of the EMLE Alumni;
- The EM Coordinating University, in cooperation with the EMLE Coordinating Centre, shall engage in reaching out past EMLE students, with the double purpose of encouraging them to join the Alumni activities and of allowing the Consortium to monitor their career development;
- The Board shall confer upon the EMLE Coordinating Centre or the EM Coordinating University, for periods of at least two years and according to its guidelines, the responsibility of stimulating networking between EMLE Alumni;
- For the same periods, the Board shall determine the amount of EMLE financial resources committed to tracing the Alumni and promoting their activities;
- The members of the teaching staff at any Partner Universities, who have studied in the EMLE, shall be available for joining the organization of an EMLE Alumni Association in order to keep it active and connected with the Programme;
- The Partners responsible for the organization of the MTM shall make reasonable efforts to involve the EMLE Alumni in its events;
- The EM Coordinating University shall be exclusively responsible for connecting the EMLE Alumni with the EM Alumni Association (EMA) sponsored by the European Commission.

I. Relationship with Stakeholders

Following the Guidelines for the second edition of Erasmus Mundus, the Consortium shall frame the extensive web of relations with Law and Economics stakeholders entertained by its Partners as Associated Memberships of the EMLE. Associated Members ('AMs') shall include local and international law firms, NGOs active in various fields of EAL, private companies, public bodies and any other academic and/or professional stakeholder that can contribute to the development of the Programme and of the career of its students, graduates, and Alumni.

The decision to appoint eligible institutions as AMs is made by the Board, based on the recommendations/invitations by the Director. The appointment of new AMs shall be promptly communicated to the European Commission by the EM Coordinator, who is responsible of notifying the European Commission of any change in Associated Memberships. The Partners are encouraged to submit to the Director valuable nominations for new Associated Memberships.

The AMs shall be invited to interact with the EMLE in four separate, but complementary, capacities: 1. Memberships of the EMLE Advisory Committee; 2. Participation in the training; 3. Work Placements and Internships; 4. Financial Contributions.

1. The EMLE Advisory Committee

The Board shall appoint to the EMLE Advisory Committee the representatives of the AMs who have declared their interest in joining it. The Board's decision shall be notified to the AMs by the Director. The EMLE Advisory Committee:
- Allows anytime any of its members to provide feedback on the contents of EMLE courses and thesis topics based on how they relate to their professional needs. The QA Committee informs the members of the Advisory Committee on the contents of the Programme and on the yearly reports on QA, collects the feedbacks, and reports them to the next Board or Teachers meeting;
- Shall provide, upon invitation by the Director, suggestions on topic areas for the Master theses, which are relevant for the AMs, may be related to the offer of short internships to the students, or include proposals of co-supervision. Suggestions shall be collected by the Director and circulated among the Partners before the Thesis Meeting held on the MTM. The final decision on the students’ thesis topics rest exclusively with the Board;
- Shall advise the Board, upon invitation by the QA Committee, on the contents of the Master course. To this purpose, the members of the Advisory Committee shall either send separate emails to the person designated by the QA Committee one week before the date scheduled for the MTM or present their views in person at the following Board meeting. This procedure shall be activated biannually;
- Shall be notified biannually by the Director of the Board decisions on its feedbacks.

2. Involvement of Associated Members in the EMLE training

All Partners welcome invited lecturers having both an academic background and a career in the relevant industries – such as competition lawyers, members of political think tanks, civil servants, bankers and insurers – in their EMLE courses. The Partners are encouraged to involve in the EMLE training representatives of the AMs working in fields closely connected with each term’s coursework, through invited lectures or seminars.

Every year, the Director shall collect from AMs suggestions on topic areas for the Master theses. After careful consideration, these suggestions may be brought to the attention of the students for the choice of the EAL subject for their Master thesis, in coordination with potential supervisors. If the final choice, upheld by the Board, matches the interest of the relevant AM, a representative of the latter may be invited by the Director to provide co-supervision. This procedure may be combined with a short internship offered by the relevant AM.

3. Internships and Work Placements

The Partners undertake that EMLE students, graduates, and alumni shall be able to appreciate both the academic importance and the practical relevance of the economic approach to law. The AMs shall be specifically involved in developing connections of EMLE students, graduates, and alumni with the labour market by participating in the Mid-Term Meeting. Every year, the MTM shall host a session entirely devoted to work placements, in which students and graduates shall have an opportunity to meet with potential employers while the latter shall be in the position to present their recruitment policies. The involvement of AMs and of their representatives in the MTM, as well as the organization of the Work Placement Event therein, shall be primary responsibility of the Partner designated for organizing the MTM. All other Partners shall provide their support.

The Partners acknowledge that the EMLE, being a one-year, full-time programme, gives students limited possibilities to engage in a professional experience during the coursework. However, it is agreed that:
- Students can profitably combine short internships with a coordinated project of writing the Master thesis;
- Students can be offered internship that start after having completed their Master thesis or the study programme altogether.

Every year, before the MTM, the Director shall collect from AMs information on the internships they may be willing to offer to the EMLE students or graduates, and on which terms. All Partners shall cooperate in this process by liaising with the AMs at the local level, and informing the Director of the outcomes. The information on available internships shall be promptly passed on to the students and graduates through the Partners and the Alumni networks. Agreements on the internships shall be normally concluded at the MTM and be sanctioned by the following Board.

4. Financial Contributions

The Partners acknowledge that, due to academic contents of EMLE and to the high standing of its AMs, only very limited financial contributions to the Programme can be expected. However, every year the Director and the Partners responsible for the organization of the MTM shall seek financial support from the AMs either for the organization of the MTM, for the sponsoring internships, or for both. The Consortium shall explore further possibilities to raise funds from AMs for the benefit of EMLE students after this form of cooperation is effectively set in motion.

J. Modification and Termination

The Board shall have exclusive right to update and to amend this Agreement, when this is necessary for the sustainable development of the Programme. For implementing any non-minor modification, which has not been already accounted for in the present Agreement, the following procedure shall apply:

1. The Board shall make the decision to amend this Agreement, preferably by unanimous consent;
2. The Director shall circulate among the Local Coordinators the text of the amendment decided by the Board;
3. The Local Coordinators shall seek formal endorsement of the amendment, which shall be signed by the Partners' legal representatives;
4. The Director shall collect the formal endorsements by each Partner;
5. The amendment may only become effective if it has been endorsed by all the Partners.

During the period of validity of the Framework Agreement (No. 2010-015 - R 04-002/001) concluded between the European Commission and, for the Consortium, the EM Coordinator under the second edition of Erasmus Mundus (2010-2015), the following additional conditions shall hold for any non-minor modification of the present Agreement to become effective:

6. The Board decision to amend this Agreement shall be made in concert with the EM Coordinator. The EM Coordinator may only deny his/her concert if the proposed amendment is in conflict with the regulations or the guidelines of Erasmus Mundus;
7. The EM Coordinator shall seek, without delay, approval of the proposed amendment by the European Commission;
8. The European Commission shall formally approve the proposed amendment in the context of an amendment procedure;
9. The effects of the amendment shall be postponed until the academic year following the approval by the European Commission.
Changes in the contents or in the structure of the Programme as specified in the present Agreement and in its Annexes, other than the regular updating of the contents of the individual courses, shall not be considered minor modifications for the purposes of this Section.

When one amendment cannot be formally endorsed by one or more Partners, the Board shall decide whether to withdraw the amendment or to continue the present Agreement without the dissenting Partner(s). Any change in the composition of the Consortium or in the role of each Partner therein, as specified in the present Agreement and in its Annexes, shall be considered a non-minor modification for the purposes of this Section. The Partners shall make any reasonable effort to avoid dissolution of the Consortium.

All amendments adopted according to the procedure set forth in this Section shall be part of the present Agreement. The Director and the EM Coordinator shall provide the Local Coordinators with the documents specified in Section L for the records of each Partner.

Save for the event of force majeure, no Partner may terminate the present Agreement unilaterally. This Agreement shall be binding on all Partners for the entire validity of the contractual obligations assumed, on behalf of the Consortium, by the EM Coordinator with the European Commission under the second edition of Erasmus Mundus, namely until the Graduation Ceremony of the students enrolled in the academic year 2015-2016 (subject to renewal of EU funding of Erasmus Mundus after 2013). After the end of the second edition of Erasmus Mundus, the Board shall decide whether to continue with the present Agreement. In the absence, six months before the beginning of the last academic year of validity of this Agreement, of an explicit Board decision or of the intention notified to the Board by one or more Partners to terminate this Agreement, the present Agreement is tacitly prolonged every year for one additional academic year. After the expiration of the Framework Agreement under the second edition of Erasmus Mundus, the conditions from 6 to 9 for amending the present Agreement shall no longer apply.

K. Applicable Law and Competent Court

This Agreement shall be in every respect understood and operated as an Agreement made in The Netherlands and according to Dutch law. In particular, this Agreement shall be governed by all laws and regulations applicable to university education.

The Partners undertake that they shall make any reasonable effort to settle the conflicts arising from or in connection with this Agreement in an amicable manner. Any disputes, which remain unresolved, shall be heard exclusively by the competent Court in Rotterdam, The Netherlands.

The rules set forth in this Section shall apply to the Scholarship Agreements and to the Student Agreements concluded between the EMLE students and the Consortium according to the present Agreement.

L. Signature and Entry into Force

The present Agreement shall be signed in nine originals by the legal representative of each Partner of the Consortium. The Local Coordinators bear responsibility to-
wards the Consortium for the validity of the signature of their university's legal representative. Each Local Coordinator shall keep one original for the records of the Partner. Every amendment to this Agreement shall be signed in nine originals by each Partner's legal representative for endorsement. Each Local Coordinator shall retain one original of every Partner's endorsement. The original endorsements shall be attached to each original of the present Agreement together with a copy of the European Commission's decision to approve the amendment.

The present Agreement shall come into force retroactively from the moment in which the first student's application to the EMLE for the academic year 2010-2011 is received by the Consortium.
List of Annexes

Annex I – Learning Outcomes of EMLE (1 page)
Annex II – Structure of the EMLE (1 page)
Annex III – Synopsis of the EMLE courses (pages III/1- III/5)
Annex IV – Model Student Agreement (pages IV/1- IV/14)
Annex V – EMLE Exam and Thesis Regulations (pages V/1- V/12)
Annex VI – Model Scholarship Agreement (pages VI/1- VI/4)
This Consortium Agreement Concerning the Implementation of the Programme “European Master in Law and Economics” (EMLE) is made of 32 consecutive pages and of 6 Annexes numbered from I to VI as reported on page 23. Each page of the Agreement and of its Annexes is initialled by the Acting Erasmus Mundus Coordinator (Alessio M. Pacces, born in Naples, Italy, on 29-11-1971) to ensure consistency between the nine originals.

Signed in ....................................... on ....................................... 

For the Erasmus Universiteit Rotterdam

Prof.dr. Henk G. Schmidt
Rector Magnificus
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Signed in ........................................ on ........................................

For the Universiteit Gent

Prof. Paul Van Cauwenberge
Rector
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Signed in ........................................ on ........................................

For the Universität Hamburg

Prof. Dr.-Ing. Hans Siegfried Stiehl
Vice President
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Signed in ........................................ on ......................................

For the Université Paul Cézanne Aix/Marseille III

Prof. Marc Pena
President
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Signed in ........................................... on ...........................................

For the Alma Mater Studiorum, Università di Bologna

Prof. Ivano Dionigi
Magnifico Rettore
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Signed in .............................................. on ..............................................

For the Universität Wien

Prof. Arthur Mettinger
Vice Rector
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Signed in ................................................. on .................................................

For the University of Haifa

Prof. Yossi Ben-Artzi
Rector
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Signed in ................................................. on .................................................

For the Warsaw School of Economics

Prof. Adam Budnikowski
Rector
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Signed in ........................................ on ........................................

For the  Indira Ghandi Institute of Development Research

Prof. Dilip Madhukar Nachane
Director
Learning Outcomes of the EMLE

<table>
<thead>
<tr>
<th>a. Knowledge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students will learn:</td>
</tr>
<tr>
<td>(1) the precise meaning of economic concepts used in different fields of law;</td>
</tr>
<tr>
<td>(2) the economic interpretation of legal concepts in various fields of law;</td>
</tr>
<tr>
<td>(3) the economic methods to explain and assess the effects of the law, including an introduction to cost-benefit analysis and Regulatory Impact Assessment.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students will learn to analyze legal problems using an economic methodology. This will enable them:</td>
</tr>
<tr>
<td>(1) to use economic insights in solving real-life cases in various fields of the law;</td>
</tr>
<tr>
<td>(2) to assess proposals to change the law on their economic merits;</td>
</tr>
<tr>
<td>(3) to explain why the law does not always reach its publicly stated purposes and/or may even produce adverse effects;</td>
</tr>
<tr>
<td>(4) to recognize trade-offs of the law (particularly between different efficiency goals and between economic efficiency and potentially conflicting goals of justice);</td>
</tr>
<tr>
<td>(5) to assess the need and possibilities for harmonization of laws, relying on the common economic basis of the laws of the EU member states and the economic benefits of centralized decision-making.</td>
</tr>
<tr>
<td>Students will equally learn how to write a scientific paper on a topic of Economic Analysis of Law.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>c. Attitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Students will develop a critical attitude towards the legal system based upon economic knowledge. Since students enter the Masters Course from different backgrounds, they will learn to understand the basics of another discipline. This will enable them to engage in interdisciplinary work in the future.</td>
</tr>
<tr>
<td>(2) The teaching periods at three different universities will also enable students to work in different cultural environments, which will in turn promote the development of a pan-European culture.</td>
</tr>
</tbody>
</table>
ANNEX II – Structure of the EMLE

1st term

2nd term

3rd term

Master Thesis

University of Hamburg
Erasmus University Rotterdam
University of Bologna
Warsaw School of Economics
University of Haifa
University of Ghent
IGIDR Mumbai
University of Vienna
University of Aix-Marseille
Annex III

SYNOPSIS OF THE EMLE COURSES

First Term (Hamburg, Bologna, Rotterdam)
In this term, students earn 20 ECTS credits. All students are offered two introductory tutorials and they must attend the same four fundamental courses. ECTS credits earned with each course are reported in brackets. The Foundations course is divided in two parts.

T.1 Tutorial in Mathematics (0 ECTS)
The economic analysis of law rests upon basic mathematical tools. This tutorial provides students having a legal background with the fundamentals of differential calculus and statistics.

T.2 Tutorial in Basic Concepts of Law (0 ECTS)
This tutorial is designed to provide a basic introduction to law for students having an economic background. The foundations of law and its application from a national, European and international perspective are illustrated. This tutorial also touches upon different methods of comparison, different areas of law, as well as the main differences between the Civil Law and Common Law tradition.

C.1 Foundations of Law and Economics (5 ECTS)

(i) Part I: Microeconomics
Economic analysis of law investigates legal rules and enforcement from an efficiency perspective. The main purpose of this course is to equip students with a set of conceptual tools of microeconomics, which can be applied to different economic and regulatory problems.

(ii) Part II: Comparative Law and Economics
The aim of the course is to illustrate the features of, and the differences between, the main legal systems and furthermore to show the underlying legal philosophy and legal thinking of those systems. This is exemplified in more detail for a few areas of comparative private law. The differing solutions are contrasted with the assumptions, predictions, and recommendations of economic analysis of law.

C.2 Public Law and Economics (5 ECTS)
This course offers an introduction to the economic analysis of regulation, which is broadly interpreted as government intervention in market processes. The course illustrates the purposes of regulatory intervention from a welfare economics perspective, and it discusses the tension between public and private interest in regulatory choices. A special focus of this course is on issues of European regulation and on cost-benefit analysis.

C.3 Tort Law and Economics (5 ECTS)
This course offers a comparative analysis of the basic principles governing the law of torts in Europe. The implications of liability rules on individuals’ behaviour and the causation of harm are investigated with the tools of microeconomics. The course also covers the interaction between tort law and insurance.

C.4 Competition Law and Economics (5 ECTS)
Competition policy (also called “antitrust policy”) is a term used broadly to describe intervention by public authorities to ensure competition in markets for goods and services. This course aims at making students familiar with the application of economic arguments in European competition law. Comparisons with US antitrust law are included where appropriate for a better understanding of cases and the implications of legislation and court rulings on economic efficiency.

III/1
In this term, students earn 20 ECTS credits. All students must attend the same three fundamental courses. In addition, they must attend one specialized course, which depends on the term university. ECTS credits earned with each course are reported in brackets.

C.5 Contract Law and Economics (5 ECTS)
This course aims at giving students an overview of the most important insights from the economic analysis of contract law. Focus is, on the one hand, on contract theory and, on the other hand, on contracting failures (e.g., in consumer choice) calling for regulatory intervention. In addition, the course aims at providing a functional understanding of the spectrum of feasible contracts and of their use in legal practice, starting from discrete contracting, via relational contracts, up to the nexus of contracts in organizational hierarchies.

C.6 Property Law and Economics (5 ECTS)
The course explores the potential and the limits of an economic property rights approach to the law of property, as lawyers conceive it. It integrates the legal and the economic approach to ownership. The course illustrates costs and benefits of different ways to protect entitlements, namely through property rules, liability rules, rules of inalienability, and rules of non-protection. Applications range from traditional conflicts in using physical resources to intellectual property rights.

C.7 Corporate Law and Economics (5 ECTS)
In a corporate environment, principals and agents have many conflicts of interests. This course focuses on the various legal, contractual and extralegal mechanisms available to protect (minority) shareholders and other stakeholders from the self-serving behavior of managers and of controlling shareholders. In addition, the course illustrates how legal institutions address the problem of corporate financial distress and the related conflict of interests between shareholders, management and the different types of creditors.

C.8a Labour Law and Economics – Bologna (5 ECTS)
This course offers an overview of the main concepts and theories proposed by economists to study human relationships characterized by the presence of uncertainty and private information of the parties involved. Drawing from examples of daily life, this paradigm is applied to the economics of labour law and labour relations, with extensions to education and financial contracting.

C.8b Environmental Law and Economics – Ghent (5 ECTS)
This course deals with the fundamental variables of environmental law, the goals and the tools of environmental policies, the most important criteria for their evaluation, cost-benefit analysis and the so-called “instrument theory”.

C.8c Economics of Constitutional and Administrative Law – Hamburg (5 ECTS)
In this course, selected problems of constitutional law and administrative law are analyzed, with special focus on comparative and quantitative aspects.
Third Term
(Hamburg, Rotterdam, Aix/Marseille, Vienna, Warsaw, Haifa, Mumbai)
In this term, students earn 20 ECTS credits divided as follows: 5 ECTS credits are
earned by attending two complementary courses; 15 ECTS credits are earned writing a
Master thesis in the form of a scientific paper of no more than 18,000 words on a
specific subject in Economic Analysis of Law. Students are supposed to specialize in
one Law and Economics subject area, which depends on the third-term university. In
principle, supervision of Master theses is offered in the same area, although a variety
of other topics is allowed. The areas of specialization are listed below, together with the
related courses.

a. European and International Law and Economics (Hamburg)

C.9a International Law and Economics
In this course, rational choice theory and game-theoretic models are applied to better understand
the effects of Public International Law as well as how and why Public International Law comes
about.

C.10a European Law and Economics
In this course, primary and secondary Community Law and ECJ case law are analyzed from an
economic point of view. The focus is on the four fundamental freedoms, i.e. the free movement
of goods, persons, services, and capital.

b. Advanced Topics in Competition, Regulation, and Enforcement (Rotterdam)

C.9b Advanced Topics in Competition and Regulation
This course aims at providing students with specialized knowledge in topical fields of
competition policy and economic/social regulation. To this purpose, the course is taught by
experts in each field, who are either members of the teaching staff or invited lecturers. The
topics currently include recent developments of competition law and economics, regulation of
healthcare, financial regulation (banking and securities), competition and regulation in the
liberal professions. The contents of the course are updated yearly.

C.10b Law and Economics in the Courts
This course is designed in order for the students to develop advanced skills concerning the
enforcement of law. In particular, students will learn how to use economic arguments and
economic evidence in real-life court cases. To this purpose, the course is organized in a "moot
court" format. Students must take the role of plaintiffs, defendants, and judges, and they are
supposed to base their arguments and decisions on economic analysis of law. Course materials
are adapted from real case law in different jurisdictions.

c. Dynamic Approaches to Law and Economics (Aix-Marseille)

C.9c A Dynamic Approach to Law and Economics
Law and Economics is traditionally based on general equilibrium analysis and Pareto
optimality. This course investigates to what extent those tools are appropriate for understanding
a world characterized by permanent changes. Do other tools exist? How would these tools be
applied to contract law, property law and competition law?

C.10c New Trends in Law and Economics
This course illustrates the different directions in which the discipline of Law and Economics is
likely to move in the near future. It focuses on how economic analysis of law has responded to
the criticisms received since the early eighties, and what are nowadays the key debates and controversies.

d. **Advanced Public Law and Economics (Vienna)**

C.9d **Seminar on Recent Developments in the Economics of Public Law**
This seminar focuses on the topical contributions in the international scholarship on Public Law and Economics, collected from the most prestigious research centres around the world. Under the teacher's supervision, students are asked to review critically these contributions to the literature and to discuss the other students' presentations in this regard. Presentations are also given by guest speakers.

C.10d **Seminar on Regulatory Impact Assessment**
This seminar is a tribute to the worldwide efforts to develop and apply a general economic framework for the assessment of existing regulations as well as for the design of future regulations. In the seminar, the contributions by renowned scholars from various research institutions are discussed together with the methodologies employed by governments, the European Union, and international organizations (e.g., the OECD).

e. **Law and Economics of Transition (Warsaw)**

C.9e **Public Law in Transformation**
This course analyzes public law in transition countries from an economic perspective. In the first part, the course offers a comparative analysis of constitutional law focusing on the economic analysis of constitutional design and the economic effects of constitutions (especially legislative process and separation of powers), as well as on transformation of the judicial system. In the second part, the course investigates the regulatory framework of financial and consumer markets, including central banking systems across transition countries. In the third part, the course focuses on cross-country analysis of institutions controlling the public sector (state audit) and on the privatization process.

C.10e **Private Law in Transformation**
This course illustrates the evolution of private law in transition countries and its economic consequences. The major areas of private law in transformation are discussed in this perspective, with special regard to company law, contract law, and property rights issues. In addition, the course will focus on comparative analysis of fiscal systems and secured transactions in post-soviet European countries. Finally, the course will address problems of bankruptcy and reorganization, as well as labour market regulations (especially legal aid and industrial relations).

f. **Behavioural Law and Economics (Haifa)**

C.9f **Introduction to Behavioural Analysis of Law**
This course will introduce students to the new behavioural analysis of law. A behavioural approach to legal analysis asserts that the efficacy of the law depends on its understanding of relevant patterns of human behaviour. The behavioural approach differs from both neoclassical economic analysis and the traditional legal scholarship: from the former, in recognizing the decision-makers are neither strictly rational nor do they uniquely maximize their own utility; from the latter, in proposing an empirically based view of human behaviour as the foundation of relevant analyses. The course focuses on how this approach to human judgment and decision-making can inform the creation and modification of legal rules and institutions.
C.10f Research Colloquium in Behavioural and Economic Analysis of Law
This research colloquium is aimed at deepening students’ understanding of economic and
behavioural analysis of law and at improving their ability to review critically the current studies
in these fields. Every second class, scholars from around the world present their current
research in Law and Economics. In the remaining classes, participants critically discuss the
research presented in the previous class. Students are asked to give their written comments for
each of the papers presented in the colloquium.

g. Law and Economics of Development (Mumbai)

C.9g Law and Economics of Institutions
This course emphasizes the importance of both formal and informal institutions in influencing
economic, legal and social development of countries. It encompasses a range of issues that
include analyzing the process of change and transformation in the economy as a function of the
complex interaction between individuals and institutions as well as explaining the existence of
political, legal, social and economic institutions as an equilibrium and efficient outcome. This
framework is applied to specific topics such as corruption, corporate governance, and
pandering.

C.10g Law and Economics of Development
This course deals with the basic notions of Development and Growth and the interface between
legal institutions and the development process. A number of applications will be discussed,
including most notably: the right to life issues such as poverty, inequality, vulnerability; Law
and Economics of child labour, rural credit markets, tenancy contracts, land consolidation,
migration and affirmative action; political economy of development (conflicts and
decentralization); topical Indian development issues, such as farmer suicides.
Annex IV

European Master in Law and Economics (EMLE)

Model Student Agreement

§ 1 Scope of the Agreement ................................................................. 3
§ 2 Programme Aim ........................................................................... 3
§ 3 Admission Qualification ................................................................. 3
§ 4 Programme Length and Location ..................................................... 4
§ 5 EMLE Academic Calendar ............................................................... 5
§ 6 Programme Extent and Study Subjects ............................................. 6
§ 7 Exams and Thesis ........................................................................... 6
§ 8 Degree, Diploma and Certificate ..................................................... 7
§ 9 Graduation .................................................................................... 8
§ 10 Consortium’s Obligations ............................................................... 8
§ 11 Student’s Obligations ................................................................... 9
§ 12 Tuition Fees and Scholarships ....................................................... 9
§ 13 Contact Persons/Problem Solving ............................................... 10
§ 14 Visa and Accommodation ............................................................. 10
§ 15 ECTS Grading Tables based on the results of the previous five academic years ..... 11
§ 16 Signature ................................................................................... 14
Preamble

This Agreement sets out the relationship between the Consortium European Master Programme in Law and Economics (EMLE) (‘the Consortium’, ‘the Programme’) and its students. Members (‘the Partner Universities’) of the Consortium are:

- Université Paul Cézanne Aix/Marseille 3, Aix-en-Provence, France
- Alma Mater Studiorum, Università di Bologna, Bologna, Italy
- Universiteit Gent, Ghent, Belgium
- University of Haifa, Haifa, Israel
- Universität Hamburg, Hamburg, Germany
- Indira Gandhi Institute of Development Research (IGIDR), Mumbai, India
- Erasmus Universiteit Rotterdam, Rotterdam, The Netherlands
- Universität Wien, Vienna, Austria
- Warsaw School of Economics, Warsaw, Poland

Each Partner University is represented by one Local Coordinator in the EMLE Management Board (‘the Board’). The Board appoints one of its members as the Director and another member as the Erasmus Mundus (EM) Coordinator. The EM Coordinator is responsible for all affairs regarding the EM status of the Programme, including all contacts with the European Commission. The Director is responsible for managing the internal affairs of the EMLE and for representing the Programme inside and outside the European Union. The Director and the EM Coordinator exercise the functions specified in this Student Agreement.

The Consortium is the sole responsible towards the students for the obligations arising from this Agreement. The Consortium is represented by the Director for matters concerning the general management of the Programme. For all matters concerning Erasmus Mundus, the Consortium is represented by the Erasmus Mundus Coordinator.

This Student Agreement provides the framework through which the Consortium and its students can work together to create a positive environment for learning and academic achievement.
§ 1 Scope of the Agreement
This Agreement sets out the admission requirements, the length and extent of the Programme, the tuition fees, the academic calendar, the nature of exams and the grading system used as well as the degrees awarded and the graduation ceremony. The following documents are part of the Student Agreement between the students and the Consortium about participation in the Programme. They are attached to this Agreement and they are equally binding on both parties:
- A copy of the signed Scholarship Agreement (if relevant)
- Exam and Thesis Regulations as well as
- Any additional document referred to in this Agreement.

§ 2 Programme Aim
The European Master Programme in Law and Economics (EMLE) is a 60 ECTS study programme for graduate students with a background in law and/or economics. It aims at teaching students the main concepts, methods and techniques of the Economic Analysis of Law (‘EAL’), familiarize them with ‘the state of the art’ in the major fields of EAL and to let them grasp and assess the differences and similarities between national legal systems from an economic perspective in a number of specific areas of EAL.

§ 3 Admission Qualification
(1) A student can be admitted to the EMLE if he or she:

a) has successfully completed a degree in law or economics, or in social or political sciences (provided that a substantial component of law and/or economics is included in the curriculum);

b) has sufficient knowledge of English in order to participate in the courses and in order to pass the exams and

c) can be expected to participate in the EMLE successfully according to his or her previous academic performance.
(2) All ‘European students’, as defined by the Erasmus Mundus criteria of the European Union, must apply to the EMLE coordinating centre. All students who do not qualify as ‘European students’ according to those criteria must apply to the Erasmus Mundus coordinating centre (Erasmus University Rotterdam). A Joint Selection Committee decides on all applications. This Committee is appointed by the Board and consists of one member per Partner University.

§ 4 Programme Length and Location

(1) The Programme comprises three consecutive terms of 20 ECTS each: October to December, January to March and April to June. Within the limits established by the EMLE academic calendar (§5), each Partner University determines individually the exact starting date, ending date, exams and lecture-free periods of each term. Annually in mid-February the Midterm Meeting takes place. At the Midterm Meeting all students of the current academic year, EMLE alumni, EMLE Associated Members as representatives of the labour market and representatives of the teaching staff from all Partner Universities come together to discuss developments in Law and Economics education and research with a view to the future of the Programme. The current EMLE students are required to attend the Midterm Meeting. Their travel and accommodation is arranged and paid for by the Consortium.

(2) According to the existing capacities:
- the first term can be spent in Bologna, Hamburg or Rotterdam,
- the second term can be spent in Bologna, Ghent or Hamburg and
- the third term can be spent in Aix-en-Provence, Haifa, Hamburg, Mumbai, Rotterdam, Vienna or Warsaw

(3) No student may spend all three terms at the same Partner University.

(4) The decision on the allocation of the students is taken by the Director in cooperation with the Local Coordinators of the Partner Universities concerned. All possible efforts will be undertaken to accommodate students to their desired allocation. The Consortium cannot guarantee that a desired allocation or re-allocation will be possible. If a student accepts admission to the EMLE programme, this implies acceptance of the allocation that is offered in the admission letter.
§ 5  EMLE Academic Calendar
The following overview provides the main milestones of the EMLE Academic Calendar. The exact dates at each term Partner University are indicated in the Calendar Sheet for the academic year ________, attached to this Agreement.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st or 2nd week October</td>
<td>Start first term</td>
</tr>
<tr>
<td>Mid-October</td>
<td>• Board Meeting</td>
</tr>
<tr>
<td></td>
<td>• Decision on graduation of students from the previous academic year</td>
</tr>
<tr>
<td>November - December</td>
<td>Course exams first term</td>
</tr>
<tr>
<td>3rd or 4th week December (before Christmas)</td>
<td>End first term</td>
</tr>
<tr>
<td>1st or 2nd week of January</td>
<td>Start second term</td>
</tr>
<tr>
<td>January</td>
<td>Communication exam results first term</td>
</tr>
<tr>
<td>Mid-February</td>
<td>Midterm Meeting:</td>
</tr>
<tr>
<td></td>
<td>• Thesis Meeting</td>
</tr>
<tr>
<td></td>
<td>• Board Meeting</td>
</tr>
<tr>
<td></td>
<td>• Graduation Ceremony students previous academic year</td>
</tr>
<tr>
<td></td>
<td>• Meeting with EMLE alumni</td>
</tr>
<tr>
<td></td>
<td>• Meeting with EMLE Associated Members</td>
</tr>
<tr>
<td>Early March</td>
<td>Re-exams first term</td>
</tr>
<tr>
<td>3rd and 4th week March</td>
<td>Course exams second term</td>
</tr>
<tr>
<td>Late March</td>
<td>End second term</td>
</tr>
<tr>
<td>April</td>
<td>• Start third term</td>
</tr>
<tr>
<td></td>
<td>• Communication exam results re-exams first term and exams second term</td>
</tr>
<tr>
<td>Late May</td>
<td>Re-exams second term</td>
</tr>
<tr>
<td>June</td>
<td>Teachers Meeting</td>
</tr>
<tr>
<td>May, June, July</td>
<td>• Course exams third term</td>
</tr>
<tr>
<td></td>
<td>• Communication exam results re-exams second term</td>
</tr>
<tr>
<td>Early August</td>
<td>Communication exam results third term</td>
</tr>
<tr>
<td>Mid-August</td>
<td>Deadline EMLE Thesis</td>
</tr>
<tr>
<td>Early September</td>
<td>Re-exams third term</td>
</tr>
<tr>
<td>Late September</td>
<td>Communication exam results re-exams third term</td>
</tr>
</tbody>
</table>
§ 6 Programme Extent and Study Subjects
(1) The classes (lectures, seminars) comprise at least eight contact hours per week during the first and second term and at least four hours per week during the third term.

(2) Compulsory full courses during the first term are:
- Foundations of Law and Economics (5 ECTS)
- Tort Law and Economics (5 ECTS)
- Public Law and Economics (5 ECTS)
- Competition Law and Economics (5 ECTS)

Compulsory full courses during the second term are:
- Contract Law and Economics (5 ECTS)
- Property Law and Economics (5 ECTS)
- Corporate Law and Economics (5 ECTS)
- Specialization course (5 ECTS): Labour Law and Economics (Bologna), Environmental Law and Economics (Ghent), Economics of Constitutional and Administrative Law (Hamburg)

(3) Each third-term Partner University provides two specialization courses of 5 ECTS in total. In addition, the Partner Universities provide adequate supervision for the 15 ECTS Master Thesis. The topics of the specialization courses are:
- Dynamic Approaches to Law and Economics (Aix-Marseille)
- Behavioural Law and Economics (Haifa)
- European and International Law and Economics (Hamburg)
- Law and Economics of Development (Mumbai)
- Advanced Topics in Competition, Regulation, and Enforcement (Rotterdam)
- Advanced Public Law and Economics (Vienna)
- Law and Economics of Transition (Warsaw)

§ 7 Exams and Thesis
(1) Exam results obtained at any Partner University are fully recognized by all the universities in the Consortium. In the exams the student must prove that he or she has mastered the methods of the Law and Economics approach and that he or she is able to apply them in a scientific manner within a selected area.

(2) The primary assessment method consists of written exams. The exams are written in English. The students must participate in ten term exams; the final exam consists of the term exams and a thesis. Grades for the term exams are awarded on a scale from 0 to 10.
points, 5 points being the passing grade, and may be converted using ECTS Grading Table 1 in §15.

(3) The thesis must be written in the third term and is intended to prove the ability of the student to work in the field of Law and Economics in a scientific manner. Grades for the thesis are awarded on a scale from 0 to 30 points, 12 points being the passing grade, and may be converted using ECTS Grading Table 2 in §15.

(4) The grades for the final exam, which consists of ten term exams and the thesis, are awarded on a scale from 0 to 10 points and may be converted using ECTS Grading Table 3 in §15.

(5) More specific rules and regulations pertaining to exams and the thesis are attached to this Agreement and they are agreed upon by the parties.

§ 8 Degree, Diploma and Certificate
(1) Students graduating from the programme will be awarded an officially recognized degree from every Partner University where they have spent at least one term. As Joint Degrees are not yet allowed/recognized in all countries, the EMLE Consortium has opted for a double or triple degree system. Depending on the allocation, a graduating student will receive two (‘double degree’) or three (‘triple degree’) degrees. The official name of the degrees is listed in the table below:

<table>
<thead>
<tr>
<th>Partner university</th>
<th>Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aix-Marseille</td>
<td>Master en Analyse Economique du Droit et des Institutions</td>
</tr>
<tr>
<td>Bologna</td>
<td>Master in Law and Economics</td>
</tr>
<tr>
<td>Ghent</td>
<td>European Master in Law and Economics</td>
</tr>
<tr>
<td>Hamburg</td>
<td>LL.M. (European Master in Law and Economics)</td>
</tr>
<tr>
<td>Rotterdam</td>
<td>European Master in Law and Economics (LL.M.)</td>
</tr>
<tr>
<td>Vienna</td>
<td>Master of Arts, MA (European Master in Law and Economics)</td>
</tr>
<tr>
<td>Warsaw</td>
<td>Magister na kierunku Ekonomiczna Analiza Prawa¹</td>
</tr>
<tr>
<td>Haifa</td>
<td>Master in Law</td>
</tr>
<tr>
<td>Mumbai</td>
<td>Master of Science in Law and Economics</td>
</tr>
</tbody>
</table>

(2) Each Partner University will issue a Diploma Supplement (DS) to secure degree transparency. The DS will follow the model developed by the European Commission, the Council of Europe and the UNESCO/CEPES. Additional information required by national legislation will also be included in the DS. The DS will be issued according to

¹ Official Polish title for “Master of Arts in Law and Economics”, as it will appear in the original diploma. A copy will be issued in English.
the national legislation of the partner university awarding the degree. The EMLE will award multiple DS, because the regulations applicable to some Partner Universities require a national DS to be issued together with the national degree. Therefore, a joint DS is currently not possible in the EMLE.

(3) In addition, a transcript is handed out which lists all marks of the term exams and the thesis, as well as the ranking of the student and the total number of participating students in the current academic year. It also includes the ECTS Grading Tables (see §15).

§ 9 Graduation
The decision on whether a student has passed the EMLE and on the final ranking is taken by the Board in October. The results are communicated to the students before the end of October. Students receive their diplomas at the Graduation Ceremony held during the Midterm Meeting in February of the next academic year. Students may request from the Director a statement regarding their graduation or that their diplomas be mailed to them before the Graduation Ceremony.

§ 10 Consortium’s Obligations
(1) The Consortium and its partners provides the students with tuition, thesis supervision, all necessary learning support facilities and any other service associated with the Programme with reasonable care and skill.

(2) Students are offered language courses in each European country of their study Programme. Language courses are integrated in the term schedules of the EMLE lectures, in order to avoid overlaps; the number of classes is commensurate to the load of the term coursework. In addition, the language courses are offered free of charge by each Partner University. Upon completion of each language course, the students will receive a certificate of attendance. The table below shows the language courses that will be offered:

<table>
<thead>
<tr>
<th>Partner</th>
<th>Language course</th>
<th>Term(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aix-Marseille</td>
<td>French</td>
<td>3</td>
</tr>
<tr>
<td>Bologna</td>
<td>Italian</td>
<td>1, 2</td>
</tr>
<tr>
<td>Ghent</td>
<td>Dutch</td>
<td>2</td>
</tr>
<tr>
<td>Hamburg</td>
<td>German</td>
<td>1, 2, 3</td>
</tr>
<tr>
<td>Rotterdam</td>
<td>Dutch</td>
<td>1, 3</td>
</tr>
<tr>
<td>Vienna</td>
<td>German</td>
<td>3</td>
</tr>
<tr>
<td>Warsaw</td>
<td>Polish</td>
<td>3</td>
</tr>
</tbody>
</table>
§ 11 Student’s Obligations

(1) Students are required to comply with the obligations established in this Agreement and the documents it refers to. The hosting Partner Universities may require compliance with additional regulations, which are equally binding as long as they are communicated to the student timely.

(2) Students are required to attend lectures, courses, tutorials, seminars, examinations and other assessments, and any other activities that form part of the Programme, except in case of absence for documented medical reasons, mutually agreed absences or other exceptional circumstances. In addition, students shall refrain from fraud, in whatever form, during their study, exams and thesis writing.

(3) The Exam and Thesis Regulations establish the consequences of students’ failure to comply with the obligations set forth by §11 (2).

(4) Students are expected to communicate their email account to each Partner University where they study and to check that account regularly, as the Partner Universities use email as a main source of communication. When the Consortium or a Partner University provides a specific email account to the students, students shall regularly check that account as well.

(5) The Erasmus Mundus coordinating centre arranges insurance coverage for all Erasmus Mundus grant receiving students and the costs thereof are borne by the Consortium. The insurance package will cover medical expenses, accidents, extra costs/emergency assistance, legal liability, legal assistance and personal possessions. This insurance package is also offered to the other EMLE students, who have to bear the costs themselves unless they prefer to make different arrangements on their own. Besides EM grantees, students are responsible for their own insurance coverage.

§ 12 Tuition Fees and Scholarships

(1) The tuition fees cover the provision of the teaching. The responsibility for financing additional expenses such as costs of living and for travelling (except for the Midterm Meeting), as well as for visa and residence permits or any other required official documents, rest with the students.

(2) The tuition fee for ‘European Students’ is € 4,500.

(3) The tuition fee for ‘Third Country Students’ is € 8,500. The fifteen highest ranked applicants who are not selected for an Erasmus Mundus grant will be offered a partial waiver of € 4,000.

IV/9
(4) The first, non-refundable payment of € 500 is due within four weeks after the student has accepted admission to the Programme.

(5) The Erasmus Mundus Programme offers grants to both European and Third Country Students. For Erasmus Mundus grant receiving students, € 500 of the tuition fee is waived and the tuition fee is deducted from the Erasmus Mundus grant. The mutual rights and obligations regarding the Erasmus Mundus grants are set out in the Scholarship Agreement which is concluded between the Erasmus Mundus coordinating centre and the grant-receiving student.

§ 13 Contact Persons/Problem Solving
(1) In the event of any individual problems relating to the Programme, students first contact the Local Coordinator. If the problem cannot be solved satisfactorily, the student can contact the Director. If this still does not lead to a solution, the student can address the EMLE Ombudsman. The Ombudsman solves the problem in coordination with all parties involved and informs the Board during in the next available meeting.

(2) In case of problems relating to the Programme that involve more students, the two student representatives, who are chosen by the students in each first- and second-term Partner University, may contact the local representatives of the EMLE Quality Assurance Committee. If the problem cannot be solved satisfactorily, the student representatives may contact the Quality Assurance Officer, who presents the problem at the first available Board meeting. The Board shall take a decision regarding the problem.

§ 14 Visa and Accommodation
(1) The Partner Universities assist within reasonable limits the EMLE students, through their International Offices or comparable departments at the faculty/university level, in the procedure regarding visa and residence permit. Students are contacted in due time to submit the necessary documents.

(2) The Partner Universities assist within reasonable limits the EMLE students, through their International Offices or comparable departments at the faculty/university level, in finding suitable accommodation during the period of their stay. If relevant, students are contacted in due time to submit the necessary documents.
§ 15 ECTS Grading Tables based on the results of the previous five academic years

<table>
<thead>
<tr>
<th>EMLE Term Exam Grades</th>
<th>Grading percentage</th>
<th>Cumulative percentage</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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Table 2 – Thesis Grades (separate grades from supervisors and external examiners)

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<tr>
<th>EMLE Thesis Grades</th>
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<tr>
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<td>Total</td>
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<td>EMLE Final Exam Grades</td>
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<td>Cumulative percentage</td>
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</tr>
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<tr>
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<tr>
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<tr>
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<td>78.11%</td>
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</tr>
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<td></td>
</tr>
<tr>
<td>Total</td>
<td>100.00%</td>
<td>100.00%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The ‘final exam grade’ is only calculated for graduating students, so the students who failed the EMLE are not included in this table.
§ 16 Signature

(1) This Agreement is signed by the student upon arrival in the first term Partner University. For the Consortium, it is signed by the Local Coordinator of the relevant first-term Partner University.

(2) A model of this Agreement is posted on the EMLE website, in order for prospective students to be aware of its contents.

Place: ____________________________  Date: ____________________________

The student:
name: ____________________________  The Consortium:
name: ____________________________
signature: ________________________  signature: ________________________
Annex V

European Master in Law and Economics

Exam and Thesis Regulations

§ 1 Programme Aim ........................................................................................................ 2
§ 2 Term Exams ........................................................................................................ 2
§ 3 Final Exam ........................................................................................................ 2
§ 4 Evaluation of the Term Exams ............................................................................ 2
§ 5 Thesis ................................................................................................................ 3
§ 6 Evaluation of the Thesis .................................................................................... 4
§ 7 Successful Completion ....................................................................................... 5
§ 8 Missing Classes and Exams, Cheating and Plagiarism ...................................... 6
EMLE ECTS Grading Tables based on the results of the previous five academic years........ 8
§ 1 Programme Aim

(1) The European Master Programme in Law and Economics (EMLE) is a study programme for graduate students with a background in law and/or economics. It aims at teaching students the main concepts, methods and techniques of the Economic Analysis of Law ('EAL'), familiarize them with 'the state of the art' in the major fields of EAL and to let them grasp and assess the differences and similarities between national legal systems from an economic perspective in a number of specific areas of EAL.

(2) The primary assessment method consists of written exams. In the exams the student must prove that he or she has mastered the methods of the Law and Economics approach and that he or she is able to apply them in a scientific manner within a selected area. Exam results obtained at any partner university are fully recognized by all the universities in the Consortium.

§ 2 Term Exams

(1) Each EMLE student must participate in ten term exams.

(2) The term exam of a full course (of 5 ECTS) consists of a written test of at least three hours, in case of a half course at least two hours. In addition, the course instructor may require the students to submit essays or assignments.

(3) The term exams are anonymous, in the sense that the person grading the exam does not know whose exam he or she is grading.

(4) Exams must be written in English.

§ 3 Final Exam

The final exam consists of the term exams and a thesis.

§ 4 Evaluation of the Term Exams

(1) The term exams must be evaluated by the course lecturers.
(2) The evaluation can take into account the contributions of the candidate during the lectures. The written test must be given a weight of at least 50% of the final grade, and the lecture contributions can at most amount to 10%. The essays and/or assignments may have a weight of at most 50%.

(3) A term exam is passed if the grade is 5.0 points or higher. A term exam is failed if the grade is 4.5 points or lower. In case the course grade consists of the average of two separate exams, the average grade will be considered.

(4) During the academic year, up to four term exams may be repeated once if the student does not attempt the exams but provides substantial reasons, or fails. Exceptions may be granted in extraordinary cases only upon request to and subject to approval by the Director.

(5) Grades for the term exams are awarded on a scale from 0 to 10 points and may be converted using ECTS Grading Table 1 at the end of these Regulations.

§ 5 Thesis

(1) The student must write a thesis during the third term. The thesis is intended to prove the ability of the student to work in the field of Law and Economics in a scientific manner.

(2) The student proposes a subject for the thesis. The proposal is discussed with representatives of the relevant third-term Partner University during the Midterm Meeting and is approved by the Board, along with a preliminary thesis title. The thesis topic and title that was agreed upon may be changed only with the consent of the supervisor and the Director; the student must provide good reasons for the change of topic and/or title.

(3) The supervisor must be a professor, lecturer, assistant professor, or external lecturer. The supervisor is member of the faculty at which the student is studying during the third term.

(4) The thesis is written in English or in the language of the European country where the student spends the third term. This latter option is allowed when the language is not the student’s mother tongue and both a supervisor and an external examiner are available to evaluate the thesis in this fashion.

(5) The preparation period for the thesis is April to mid-August.

(6) The student must add an authorship declaration to the thesis in which he or she declares and affirms that:
a) the thesis is entirely the result of his or her own work except where otherwise indicated;

b) the thesis is not used as part of any other examination; and

c) the thesis has not yet been published.

(7) The length of the thesis is approximately 15,000 but not more than 16,000 words, including footnotes and appendices, but excluding the bibliography. The Board will reduce the grade of theses exceeding the maximum length. In extreme cases, either the supervisor or the external examiner (see § 6) may ask the Director to reject the thesis.

§ 6   Evaluation of the Thesis

(1) The thesis shall be evaluated by the supervisor and by an external examiner. The external examiner does not belong to the same University as the supervisor. He or she is designated by the Director in cooperation with the Local Coordinators.

(2) Grades for the thesis are awarded on a scale from 0 to 30 points and may be converted using ECTS Grading Table 2 at the end of these Regulations.

(3) If the supervisor and the external examiner evaluate the thesis with at least 12 points each, the thesis is accepted. If the thesis is awarded with less than 24 points in total, the thesis is not accepted and the student has to submit a new thesis on a different topic, to be approved by the Director. The decision on rejection of the thesis is taken by the Board in the October Board meeting. The time given for working on the new thesis is the same as the time that was available for the original thesis. If the thesis is awarded with less than 12 points by one examiner, but the sum of the points awarded by both examiners is at least 24 points, a procedure of re-evaluation (subsection 4) is triggered. This procedure is also triggered if the marks of the two examiners differ by more than 5 points.
(4) If a re-evaluation procedure is triggered according to subsection (3), the two examiners consult with each other to reduce the difference or to re-evaluate the grade lower than 12 points. If, following the consultation, the conditions triggering the re-evaluation procedure mentioned in subsection (3) still hold, a third examiner is designated by the Director. The sum of the points awarded by the two examiners is then replaced by 2/3 of the sum of the points awarded by all three evaluators, if necessary rounded up or down to the closest full or half point. The thesis is accepted if the number of points calculated in this fashion is at least 24.

(5) If, following consultation, the difference in grades between the supervisor and the external examiner exceeds 10 points and the evaluation by the third examiner differs by no more than three points from that of either the first or external examiner, the total thesis grade is based on the two evaluations which are close to each other, while the dissenting evaluation is ignored.

§ 7 Successful Completion

(1) The final grade is calculated as follows: The grades of the ten term exams and the grades for the thesis are added together, resulting in a maximum score of 160 points (100 for the courses and 60 for the thesis). This total score is divided by 16 and rounded off to two digits, resulting in a grade on a scale from 0 to 10. These final grades may be converted using ECTS Grading Table 3 at the end of these Regulations.

(2) Successful completion of the programme requires:
   a) the points awarded in the term exams total at least 50 points (see ECTS Grading Table 4 at the end of these regulations);
   b) not more than one term exam is awarded less than 5 points;
   c) the thesis has been accepted according to §6 (see ECTS Grading Table 5 at the end of these Regulations) and
   d) the final mark according to §7 subsection (1) is at least 5.00 points.
§ 8  Missing Classes and Exams, Cheating and Plagiarism

(1) Except in case of absence for documented medical reasons, mutually agreed absences or other exceptional circumstances, if a student is absent from class for the first time, the Local Coordinator issues a warning. If the student is absent without a valid reason for a second time, the Director is informed. He or she may decide on a proportionate sanction, which consists in a reduction of the exam grade for the course concerned. Repeated absence may increase the size of this sanction and may lead to a non-passing grade for the term exam. Any sanction shall be subject to the final ratification by the Board.

(2) A term or re-exam is considered as not passed and rewarded with 0 points if the candidate does not appear for the written test without being excused. A candidate who has been excused from attending the term exam and subsequently fails in the re-exam will be granted one additional attempt to pass the exam.

(3) The Local Coordinator must be notified of the reasons for non-appearance immediately and in writing. In case of illness the candidate may be asked to submit a medical certificate. The Local Coordinator decides whether or not to accept the reasons given.

(4) If the thesis is not completed within the given time period, the thesis is not accepted. The Board in the October meeting decides whether the student has to submit a new thesis or whether the original thesis will be evaluated in accordance with §6.

(5) Any attempt to cheat will lead to a term exam being evaluated with a grade of zero (0). The Local Coordinator, after consulting with the Director, decides whether to allow a student found cheating to take part in the re-exam. If a student attempts to cheat in a re-exam, the Local Coordinator, after consulting with the Director, decides on a grade which lies between zero (0) and the original grade awarded for the term exam.

(6) If the cheating is discovered only after the degree has been awarded, the Local Coordinators of the Partner Universities which have awarded the degree declare, in accordance with the regulation of those Partner Universities, that the relevant exams were not passed. Any degrees and certificates already issued are voidable on this basis, and they must be returned.

(7) The candidate must be notified of any decisions under the above subsections in due course. All decisions must be motivated. The candidate must be given the opportunity to reply.

V/6
Plagiarism is the use of another author's words or ideas without due reference. Depending on the severity of the violation the sanction ranges from a deduction of points to the rejection of the thesis. The Board is responsible for the decision in cases of plagiarism. The procedures are as follows:

a) An electronic version of the written work will be electronically checked for possible indications of plagiarism.

b) The supervisor and the external examiner comment on any electronic indications of plagiarism.

c) The Board decides on the consequences of plagiarism during the October Board Meeting.
EMLE ECTS Grading Tables based on the results of the previous five academic years

**Table 1 – Term Exam Grades**

<table>
<thead>
<tr>
<th>EMLE Term Exam Grades</th>
<th>Grading percentage</th>
<th>Cumulative percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
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<td>1.23%</td>
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### Table 3 – Final Exam Grades

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<tr>
<td>9.75 (9.625 - 9.874)</td>
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<td>0.00%</td>
</tr>
<tr>
<td>9.5 (9.375 - 9.624)</td>
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<td>0.00%</td>
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<tr>
<td>9.25 (9.125 - 9.374)</td>
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<td>0.75%</td>
</tr>
<tr>
<td>9 (8.875 - 9.124)</td>
<td>0.50%</td>
<td>1.24%</td>
</tr>
<tr>
<td>8.75 (8.625 - 8.874)</td>
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<td>2.49%</td>
</tr>
<tr>
<td>8.5 (8.375 - 8.624)</td>
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<tr>
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<tr>
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* The 'final exam grade' is only calculated for graduating students, so the students who failed the EMLE are not included in this table.
### Table 4 – Term Average Grades Courses

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<td>EMLE Thesis Grades</td>
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ANNEX VI

MODEL AGREEMENT REGARDING THE PAYMENT OF THE
ERASMUS MUNDUS GRANT [ACADEMIC YEAR]
(CATEGORY A)

THE UNDERSIGNED

1. Erasmus Mundus coordinating centre of the Erasmus Mundus Master Course
   (EMMC) in Law and Economics (European master in Law and Economics – EMLE),
   namely the Erasmus University Rotterdam, Erasmus School of Law, Burg. Oudlaan
   50, 3062 PA Rotterdam, the Netherlands, represented by the Dean, prof. M.J. Kroeze,
   hereafter called ‘EUR’,

   AND

2. [name student], born [date of birth student] in [place of birth student], hereafter
called ‘the student’

HAVE AGREED AS FOLLOWS:

Article 1: no previous Erasmus Mundus grant
The student declares that he/she has not received any Erasmus Mundus Grant in previous
years.

Article 2: obligations for the Erasmus Mundus coordinating centre
2.1 The student’s Erasmus Mundus Grant, being € 24,000, is calculated in the following
way:
   - fixed contribution to travel, installation and other types of costs: € 4,000 for a one-
     year EMMC;
   - maximum contribution to the participation costs by the student (including insurance
     coverage): € 8,000 for a one-year EMMC;
   - monthly allowance: € 1,000 per month (calculated on the basis of 12 months).

2.2 The student will receive a grant of € 24,000, awarded by the European Commission,
to finance his/her participation in the EMMC in Law and Economics (EMLE) in the
academic year ____________.

2.3 The student has to open a single European bank account to which the Erasmus
Mundus Grant will be transferred and has to provide the full details of this account to
the EUR. The bank account cannot be changed during the academic year.

2.4 The student agrees that the EUR will deduct € 8,000 contribution to the participation
   costs (tuition fee, insurance costs, etc.) from the Erasmus Mundus Grant; € 500 of the
   standard tuition fee (€ 8,500) is waived for the Erasmus Mundus grant-receiving
   students.

2.5 The remaining € 16,000 of the Erasmus Mundus Grant will be paid in ten
   installments:
   • € 3,400 to be paid as soon as possible after the grant from the European
     Commission is received by the EUR and the student has arrived at his/her first-
     term university;
   • Nine monthly installments (November – July) of € 1,400 each, provided that the
     student complies with article 3.

2.6 The Erasmus Mundus coordinating centre arranges insurance coverage for all
   Erasmus Mundus grant-receiving students (in accordance with the requirements of the
   Erasmus Mundus Programme 2010-2015).

VI/1
Article 3: obligations for the EM grant receiving students

3.1 The student is required to attend lectures, courses, tutorials, seminars, examinations and other assessments, and any other activities that form part of the EMLE, except in case of absence for documented medical reasons, mutually agreed absences or other exceptional circumstances.

3.2 The student must comply with all the obligations specified in the EMLE Student Agreement signed at the time of his/her enrolment, including the requirements established by the EMLE Exam and Thesis Regulations attached to that Agreement.

3.3 If the student does not comply with Sections 3.1 and 3.2, he/she will be excluded from the EMLE and the payment of the grant will be terminated. In this case, the student has to reimburse the Erasmus Mundus coordinating centre any amount he/she has received in excess of the expenditures he/she has actually incurred until the date of exclusion. Specifically, he/she will have to reimburse:

- any payments already received, covering the period following the date of exclusion;
- any amount resulting from obligations taken by the student or on his/her behalf, such as e.g. rental payments for the remaining months.

Article 4: dispute resolution, applicable law and competent court

4.1 This Agreement shall be in every respect understood and operated as an Agreement made in The Netherlands and according to Dutch law. In particular, this Agreement shall be governed by all laws and regulations applicable to university education.

4.2 The parties undertake that they shall make any reasonable effort to settle the conflicts arising from or in connection with this Agreement in an amicable manner. If no settlement is reached, a decision will be made by the Erasmus Mundus Coordinator, prof. R.J. Van den Bergh.

4.3 Any disputes which remain unresolved, shall be heard exclusively by the competent Court in Rotterdam, The Netherlands.

Erasmus University Rotterdam
Erasmus School of Law

The student

Prof. M.J. Kroeze
Dean

Date: [date]

[name student] Date: [date]
MODEL AGREEMENT REGARDING THE PAYMENT OF THE ERASMUS MUNDUS GRANT [ACADEMIC YEAR] (CATEGORY B)

THE UNDERSIGNED

1. Erasmus Mundus coordinating centre of the Erasmus Mundus Master Course (EMMC) in Law and Economics (European master in Law and Economics – EMLE), namely the Erasmus University Rotterdam, Erasmus School of Law, Burg. Oudlaan 50, 3062 PA Rotterdam, the Netherlands, represented by the Dean, prof. M.J. Kroeeze, hereafter called ‘EUR’,

AND

2. [name student], born [date of birth student] in [place of birth student], hereafter called ‘the student’

HAVE AGREED AS FOLLOWS:

Article 1: no previous Erasmus Mundus grant
The student declares that he/she has not received any Erasmus Mundus Grant in previous years.

Article 2: obligations for the Erasmus Mundus coordinating centre
2.1 The student’s Erasmus Mundus grant, being € 10,000 or € 13,000, is calculated in the following way:
   - fixed contribution to travel, installation and other types of costs: € 3,000 for a one-year EMMC, only if the student spends the 3rd term at a Third-Country Partner (Haifa or Mumbai);
   - maximum contribution to the participation costs by the student (including insurance coverage): € 4,000 for a one-year EMMC;
   - monthly allowance: € 500 per month (calculated on the basis of 12 months).

2.2 The student will receive a grant of € 10,000 if not staying at a Third-Country partner, and € 13,000 if staying at a Third-Country partner, awarded by the European Commission, to finance his/her participation in the EMMC in Law and Economics (EMLE) in the academic year ________________.

2.3 The student has to open a single European bank account to which the Erasmus Mundus Grant will be transferred and has to provide the full details of this account to the EUR. The bank account cannot be changed during the academic year.

2.4 The student agrees that the EUR will deduct € 4,000 contribution to the participation costs (tuition fee, insurance costs, etc.) from the Erasmus Mundus Grant; € 500 of the standard tuition fee (€ 4,500) is waived for the Erasmus Mundus grant-receiving students.

2.5 The remaining amount of the Erasmus Mundus Grant will be paid in ten installments:
   • € 600 to be paid as soon as possible after the grant from the European Commission is received by the EUR and the student has arrived at his/her first-term university;
   • Nine monthly installments (November – July) of € 600 each, provided that the student complies with article 3;
   • € 3,000 to be paid in March if the student spends the 3rd term at a Third-Country Partner (Haifa or Mumbai).

2.6 The Erasmus Mundus coordinating centre arranges insurance coverage for all Erasmus Mundus grant-receiving students (in accordance with the requirements of the Erasmus Mundus Programme 2010-2015).
Article 3: obligations for the EM grant receiving students

3.1 The student is required to attend lectures, courses, tutorials, seminars, examinations and other assessments, and any other activities that form part of the EMLE, except in case of absence for documented medical reasons, mutually agreed absences or other exceptional circumstances.

3.2 The student must comply with all the obligations specified in the EMLE Student Agreement signed at the time of his/her enrolment, including the requirements established by the EMLE Exam and Thesis Regulations attached to that Agreement.

3.3 If the student does not comply with Sections 3.1 and 3.2, he/she will be excluded from the EMLE and the payment of the grant will be terminated. In this case, the student has to reimburse the Erasmus Mundus coordinating centre any amount he/she has received in excess of the expenditures he/she has actually incurred until the date of exclusion. Specifically, he/she will have to reimburse:
   • any payments already received, covering the period following the date of exclusion;
   • any amount resulting from obligations taken by the student or on his/her behalf, such as e.g. rental payments for the remaining months.

Article 4: dispute resolution, applicable law and competent court

4.1 This Agreement shall be in every respect understood and operated as an Agreement made in The Netherlands and according to Dutch law. In particular, this Agreement shall be governed by all laws and regulations applicable to university education.

5.2 The parties undertake that they shall make any reasonable effort to settle the conflicts arising from or in connection with this Agreement in an amicable manner. If no settlement is reached, a decision will be made by the Erasmus Mundus Coordinator, prof. R.J. Van den Bergh.

4.3 Any disputes which remain unresolved, shall be heard exclusively by the competent Court in Rotterdam, The Netherlands.

Erasmus University Rotterdam
Erasmus School of Law

[signature]

Prof. M.J. Kroeze
Dean

Date: [date]

(name student)

Date: [date]