

**CONSORTIUM AGREEMENT and FINANCIAL FRAMEWORK
ERASMUS MUNDUS MASTERS COURSE
in Dependable Software Systems
2012-2017**

By and between

National University of Ireland, Maynooth
Maynooth, Co. Kildare
IRELAND
(hereinafter referred to as "NUIM")

And

University of St Andrews
St. Andrews, Fife KY169AJ
SCOTLAND
(hereinafter referred to as "UStA")

And

Université de Lorraine
(Previously named Université de Lorraine Nancy 1)
BP 239F-54506 Vandoeuvre lès Nancy
FRANCE
(hereinafter referred to as "UL")

(collectively referred to as the "Institutions")

This agreement describes the relationship between the Institutions for the delivery of a two-year full-time Erasmus Mundus MSc in Dependable Software Systems, funded through the European Commission fund for Erasmus Mundus Masters Courses.

The development of this collaborative programme (hereinafter referred to as the 'Programme') has mutual benefits to further the institutional goals of NUIM, UStA and UL.

The parties hereby agree as follows with regard to the activities described in the terms and conditions herewith.

1. Programme Management

1.1. Admitting and Host Institutions: As the Institution at which all students shall register for the Programme, NUIM shall be referred to as the 'admitting institution'. The Institution at which the students are resident at any one time shall be referred to as the

'host institution'. At any one point in time, each student shall be associated with one host institution, which may or may not be the same as the admitting institution. Over the duration of the Programme, each student shall be associated with two of the three Institutions. The admitting Institution need not be one of them.

1.2. Coordinating and Partner Institutions: With regard to the Erasmus Mundus recognition and mobility grant funding, and as required by the European Commission, NUIM shall be referred to as the 'co-ordinating institution'. UStA and UL shall be referred to as the 'partner institutions'.

1.3. Programme Directors: Each Institution shall appoint a Programme Director. The Programme Director in each Institution shall liaise with his or her counterparts in the other Institutions on all matters concerning curriculum, assessments, student progress and quality issues. The Programme Director at each Institution shall ensure that the programme of study at the host Institution is consistent with the objectives of the programme curriculum.

1.4 Communication Channels: The main communication channel will be via monthly meetings of the Programme Directors where at least two of those meetings per academic year will be at a partner institution. Other monthly meetings will be held via teleconference.

1.5. Management Committee: There shall be a management committee for the overall Erasmus Mundus programme which will meet, in person or through electronically-mediated systems, at least once per year. The management committee shall be composed of at least the Programme Directors from each institution. Other staff may be appointed to the Management Committee as required.

1.6. Staff Management: Each Institution shall, at its own expense, compensate their own programme director and instructors whom it employs for its courses and assumes no responsibility for the compensation of the other Institutions' instructors or programme director.

2. Content of the Programme and Degree Awards

2.1. Structure of the Joint Programme and Mandatory Mobility Component:

The double Erasmus Mundus MSc in Dependable Software Systems (DESEM) will be achieved over two years through the allocation of 120 ECTS.

2.1.1 Course Structure: The student will achieve 120 ECTS through a combination of coursework and project work that will present the student with both research and industrial aspects of dependable software systems. The student must accumulate a total of 80 ECTS (40 ECTS per year) from coursework (including exams) and 40 ECTS (20 ECTS per year) from project work. Semesters I and III will normally consist of taught modules, whereas semesters II and IV will normally consist of taught modules and

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project work. If students choose to accumulate more than 60 ECTS in one institution, they still have to achieve 60 ECTS in the second institution to fulfil the DESEM degree requirements.

2.1.2 Mobility: Each student on the Programme will study in two of the three partner universities, obtaining a diploma supplement from each university in which they accomplish 60 ECTS.

All combinations of university are permitted in the mobility component of the programme (see Fig 2.1 below). However, each mobility combination has been carefully designed to eliminate overlap of material and to guarantee the inclusion of necessary modules. The result is a set of **Integration Requirements** which are documented on/in the Programme website and documentation.

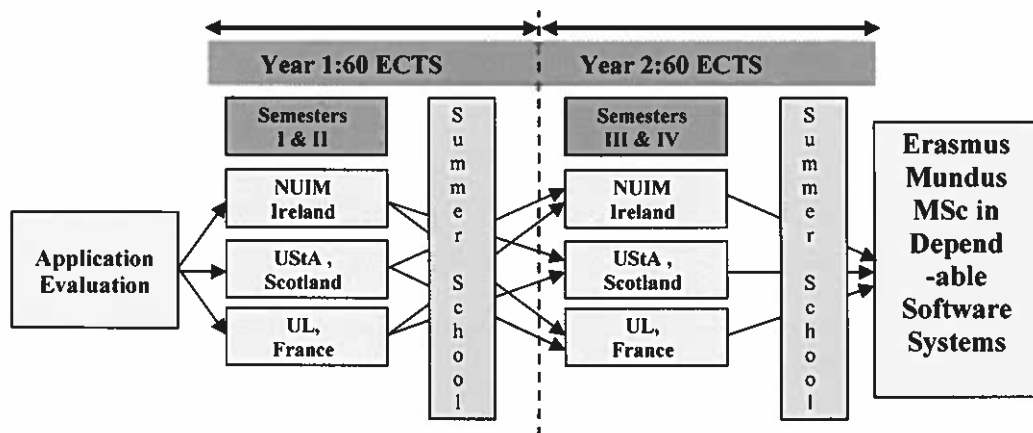


Fig 2.1 Erasmus Mundus MSc in Dependable Software Systems (Structure and Mobility)

In addition to regular modules, all students will attend a one-week summer school at the end of the first year and again at the end of the second year. These summer schools will rotate between partner institutions and provide common training on topics such as European culture, the Software Industry and Entrepreneurship skills. It will also provide a forum for students to present their project work to examiners from all partner universities.

2.2. Joint Student Application, Selection and Admission Requirements.

2.2.1 Application: Students shall apply for admission to the programme through the admitting institution. The admitting institution will electronically transfer admissions information to partner institutions.

2.2.2 Selection: Each Institution shall nominate students who they wish to be considered for the programme, in accordance with the admissions criteria agreed jointly by the

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partners for the programme. Applications shall be processed by the Programme's Eligibility and Selection Committee (consisting of at least one representative of each Institution) according to the joint student eligibility and selection criteria as outlined below.

The following **eligibility criteria** must be fulfilled by students applying for the programme:

- An honours degree in Computer Science or a related discipline with an average grade of 60% (equivalent to a B, II.1, or assez bien) or above. Extensive industrial experience may be considered as equivalent to academic qualification although such applicants will normally be subject to interview by the consortium.
- English-Language Certificate (for non-native speakers of English only). Since the language of instruction is primarily English, students whose first language is not English must provide proof of a minimum knowledge of English such as an IELTS (>= 6.5) certificate or equivalent.

Candidates are also expected to meet the visa requirement for the country in which each 'host institution' is located. For example, candidates for St Andrews must also satisfy UKBA regulations for English language. Overseas students must provide an approved English language qualification which meets the UKBA's B2 English Language level. If an overseas applicant is from a majority English-speaking country, they are exempt from this requirement. Details of these requirements and the definition of "majority English-speaking country" can be found on UKBA website.

The language of instruction in L'Université de Lorraine is English. However, it is recommended that students who intend to study in France provide proof of a minimum knowledge of French that will help them in their day-to-day living (for instance B1 or B2 in DALF).

Students will be selected based on the following **selection criteria**:

- Academic Excellence (very good/outstanding study results in the relevant study areas) and Academic Potential
- Level of language skills
- Motivation
- Letters of Recommendations/References
- Work experience and professional qualifications (if applicable)
- Results of interviews (if applicable: in exceptional circumstances candidates may be asked to attend an interview either in person, by Skype, by video-conference, or by telephone)

Without prejudice to high academic standards, in order to ensure geographical diversity among students, the Consortium shall respect the following basic criteria when selecting students for an Erasmus Mundus scholarship: No more than two of the students selected for an Erasmus Mundus scholarship should have the same nationality.

2.2.3. Admission and Registration: The number of students admitted to the programme shall be agreed annually by the three institutions.

On admission, students will register for the two-year Programme at the admitting institution as well as the host institution for the upcoming year.

Students who will not be on the admitting institutions campus during the upcoming year will register remotely. Students who will be on the admitting institutions campus during the upcoming year will register in person. Students will also register locally with a host institution for 60 ECTS in each year of their degree. Registration at each institution will follow the normal registration rules for that institution.

2.3 Joint Assessments Methods.

2.3.1. Annual Assessment: At the end of each year, student results will be processed by an exam board at their host institution. The results processed will be those for the 60 ECTS offered at that host institution.

The rules for determining an overall grade for these 60 ECTS are local to the host institution. However, examiners from all consortium institutions will be involved in the grading of each student's project work, as presented each year at the annual programme summer school.

No Diploma Supplement will be issued by the host institution until the student has completed 120 ECTS over two years. At the end of each year, the result for each 60 ECTS component of the programme will be communicated from the host institutions to the admitting institution.

2.3.2. Overall Assessment: At the end of each double degree programme, student results will be processed at the admitting institution's Autumn exam board (before the end of October 2014 for the first edition of the course). At this stage the admitting institution will have received two grades for a student registered on the Programme. The host institution can then issue the Diploma Supplements for the 60 ECTS achieved at that institution.

2.4. Timetable

2.4.1. Delivery of taught modules: Students will attend each host institution for a full academic year. Taught modules will be delivered between mid-September and mid-June of each year with examination periods at the end of each semester (typically in December/January and in May/June).

2.4.2. Balance of workload: Although the semester timetables differ slightly in each institution every effort will be made to ensure that students attending the Programme at different locations will start and finish in the same time period allowing adequate vacation time between the two academic years.

Care will be taken to ensure that students have a balanced work load in each semester with 40 ECTS of taught modules spanning the months September – May and 20 ECTS of project work completed by mid-August of each year.

2.4.3. Project Work: Project work will be presented and examined at the annual programme summer school which will be held in early August of each year.

2.4.4. Exam Boards: Annual exam boards at host institutions will be held before the end of September in each year and results communicated to the admitting institution in order to have them processed at the admitting institution's Autumn exam board (before the end of October 2014 for the first edition of the course).

2.4.5. Re-sits: While at the host institution, the local policies for re-sitting Masters level examinations will apply: re-sits for Masters level modules are not permitted at UStA; students who have failed their exams at UL are permitted to re-sit at a second session of exams in late June; and students who have failed their exams at NUIM are (subject to certain limits) permitted to re-sit their exams at the next session for that module.

2.5. The Joint Grading Scales and Performance Expectations for Students.

All modules (taught and project) are weighted according to the ECTS system. Precise weightings for each module on the course are listed on/in the Programme website and documentation.

Both UStA and UL use a 20 point scale for postgraduate taught programmes while NUIM uses a percentage scale. The partner institutions will develop a grade conversion table to compare marking scales directly. This procedure will be transparent, as institutional and ECTS grading scales will be available with student transcripts from each institution.

When the student receives the double Erasmus Mundus MSc in Dependable Software Systems, their award will be accompanied by two diploma supplements which will document the grades and ECTS achieved in each component of the double degree.

2.5 The Joint Recognition Mechanisms and Final degrees Awarded.

2.5.1. Joint Recognition: Each partner institution has formally considered and approved this Erasmus Mundus Masters Programme under the normal approval procedures for new degree programmes. The Programme has been formally approved by the Academic Programme Committee and the Academic Council at NUIM, by the Science Faculty Business Committee at UStA and by the CNESER (le Conseil National de l'Enseignement Supérieur et de la Recherche) at UL. These are the normal procedures for a degree approval and recognition from the partner institutions.

2.5.2. Modifications to the Programme: Changes to the programme must be formally agreed through revisiting these formal degree recognition procedures at each institution.

2.5.3 Degree Award: The double Erasmus Mundus MSc in Dependable Software Systems will be awarded after two years on the completion of 120 ECTS in two of the three partner universities. The students must obtain 60 ECTS from each university in which they study and must have satisfied the requirements of at least two partner institutions for the award of their Erasmus Mundus Masters degree. Students will be issued one degree certificate which will include the crests of the partner Institutions. The degree certificate can, with the permission of all partner institutions, be issued by any of the institutions at which the student studied.

If the criteria of two 60 ECTS awards are not met, the student's eligibility for any alternative degree award shall be subject to the regulations of the partner institutions.

3. Fees & Insurance

3.1 Tuition Fees: Students shall pay the Programme tuition fees (€8000/€4000 p.a. for Category A/ Category B students) to the admitting institution. It is the responsibility of the admitting institution to arrange for proper disbursement of fees, so that after deducting insurance fees and a registration fee cost of €500 per student, the fee balance will be appropriately distributed on a pro-rata basis to each partner institution.

Per student, the share of the fee balance allocated to each of the two host institutions will be proportional to the fee normally expected for a 60 ECTS MSc at each of the respective host institutions. The division of fees shall be updated yearly, to specify the exact financial scheme according to the number of students in each category, admitted to the Programme. Over a 5-year period, it is the intention of partners to put mechanisms in place to ensure an even distribution of students across all partners.

3.2 Insurance: The consortium will select a suitable insurance policy for students that is 100% compliant with the EACEA minimum requirements.

3.3 Additional Costs: The costs for travel, room and board are the responsibility of each student and shall be paid from his or her own funds. Additional obligatory fees for student related concerns must be paid by each student in the host Institution. The Institutions shall oblige their students to keep, and maintain in full effect, health insurance with coverage acceptable to the host Institution and applicable government requirements.

Fees other than tuition fees, such as re-examination, late registration or graduation fees, may be payable by students in addition to the tuition fee. These shall be levied at the standard rate of each institution.

4. Funding

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4.1 Payment of Funds: The EACEA, is funding the Consortium yearly. The funds, referenced in the Framework Partnership Agreement, are paid to the Coordinating Institution, and can be summarized as follows:

- Consortium allocation: Annual flat rate of €30,000 within Action I of the Erasmus Mundus programme, to cover internal expenses of the Consortium.
- Grants: scholarships within Action I of the Erasmus Mundus programme, to distribute to students and scholars effectively involved in the Programme.

4.2 Co-ordinating Institution Responsibilities: The students involved in the programme pay participation costs. Scholarship holders will have their participation costs paid via the EACEA grant allocated to the Consortium. The annual rate of the participation costs are determined for the duration of the Consortium Agreement, i.e. € 8,000 for Category A students, and €4,000 for Category B students. The tuition fees shall be paid to the Coordinating Institution, which is responsible for the proper disbursement of fees.

The coordinating institution is also responsible for the timely transferral of scholarships to the host institutions as documented in 4.3 below.

4.3 Host Institution Responsibilities: For each scholarship student, the contribution to travel (Amount I) and the monthly allowance (Amount III) components of the scholarships will be transferred from the coordinating institution to the host institutions. For each scholar scholarship holder, the entire scholarship will be transferred from the coordinating institution to the host institution.

It is the responsibility of the host institutions to properly allocate these scholarship components to the student/scholar. This allocation of funds must be in line with the Erasmus Mundus Programme Guide 2009 - 2013 (section 4.4 EMMC - Financial Conditions):

- Amount I (Contribution to the student's travel, installation, visa related costs and other personal costs) will have to be paid annually, for Category A scholarships, at the end of the registration process.
- Amount III (Monthly allowance) must be paid on a monthly basis and in full to the student's personal bank account.
- Amount IV (Living allowance (including travel costs): in accordance with the needs of the scholar.

4.4 Reimbursement of Grants:

Should an enrolled student fail to participate fully in the programme and he/she is not replaced by another student, the Coordinating Institution shall have to return part or the totality of the grant to the EACEA. If clearly required by EACEA, the host institutions shall renounce to the funds due, and/or shall return the corresponding funds to the Coordinating Institution.

5. Publicity

The three institutions shall agree to work together to deliver publicity for the programme.

5.1 Website: There shall be a single website for the programme. The admitting institution shall maintain this programme web site and partner institutions will maintain links to that web site from their own web sites.

5.2 Prospectus Entries: Each institution shall be responsible for making entries in its own prospectus and other publicity material.

5.3 Use of crests and logos: If an institution wishes to include the crest, logo or other identifying mark of another institution in publicity material, then this use must be approved in advance by the institution that owns the logo, crest or mark to be reused.

6. Quality Assurance

6.1. Academic Standards: The maintenance of academic standards and the management and enhancement of both procedures for quality assurance and control are the collective responsibility of the institutions in accordance with their Charters, Statutes, Ordinances and Regulations. Primary responsibility for quality assurance and control of an individual student's programme of study will rest with the institution with which he or she is originally matriculated.

6.2 Examination Boards: Examination Boards of the Institutions are generally separate. Each institution will use its existing Board of Examiners for its existing Masters Degree programmes in Computer Science. Details of the operation of examination boards shall be provided in handbooks to all students and other written literature published by the host Institution.

6.3. Project Assessment: In addition to the normal project assessment processes of the host institution, each project shall be scrutinised by an examiner from a different partner institution who will advise the Examinations Board of the standard of the project. This advice shall not be binding.

6.4. Quality Assurance Committee: A separate quality assurance committee made up of at least one member from each Institution and at least one external member shall review standards and practices of each Institution annually and shall make recommendations to ensure that compatibility of standards is maintained.

7. Programme information

7.1 Programme Handbook: The admitting institution shall produce a course handbook, which details the rules and regulations of the Programme. This shall serve as an introductory handbook for the entire programme.

7.2 Partner Institution Handbooks: Each partner Institution shall also produce a handbook, according to their own regulations and standards, detailing information about the components of the programme that they offer.

8. Student records

8.1 Host Institution Responsibilities: With relation to assessment and reporting, the host Institution has the primary and ultimate responsibility for obtaining from the instructors and transmitting to the admitting Institution and other host institution, in a timely fashion, assessment records for all participating students. Records shall be transmitted to the other Institution by an agreed date as soon as possible after the assessment period.

8.2 Admitting Institution Responsibilities: The admitting institution shall transfer the records of all 2nd year students to partner institutions within one month of students commencing their 2nd year.

9. Student issues

9.1: Students shall be entitled to the same rights and privileges (including academic and library resources, and student support services), as students normally enrolled at the host institution.

9.2: Each student shall enjoy the privileges and be subject to the regulations of the host institution during the period of completion of study at the host institution, irrespective of the institution with whom they are registered.

9.3: The admitting institution assumes no responsibility whatsoever for any property of the students or the persons under the care of the host Institution in connection with this Agreement and is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of activities pursuant to this Agreement.

9.4: While at the host institution, the local policies for the resolution of complaints and appeals will apply.

10. Student Services

Students participating in the programme shall benefit from all services offered by the host university to its regularly enrolled students.

11. Intellectual property

11.1 Ownership: The ownership and/or control of intellectual property used or generated in connection with the Programme should apply as follows:

- if generated by the student, subject to the rules of the institution where the student was registered at the time the intellectual property was created;
- if generated by staff, subject to the rules of the employing institution.

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

11.3 Disclosures: No disclosures will be made to third parties without permission of the appropriate authorities/person. Where intellectual property is developed jointly between students and/or staff of both institutions, the institutions shall agree which of them shall manage the intellectual property and for this purpose shall ensure that full assignments of the intellectual property are obtained.

12. Insurance

Each institution will maintain policies of insurance covering any negligent acts, errors or omissions in connection with their performance of the Agreement with limits of indemnity of not less than:

- Public Liability - €7M any one event, unlimited in the aggregate
- Employers' Liability- €7M any one event, unlimited in the aggregate
- Professional Indemnity - €7M in aggregate in any one year of insurance.

13. Indemnity

13.1 In the event that any casualty or unforeseen occurrence shall render the fulfilment of the Agreement impossible, no party shall in any case be held responsible to any other party for any damage caused thereby. This provision includes the outcome that the application for European Commission recognition within the Erasmus Mundus Masters scheme is unsuccessful.

13.2 Each institution shall indemnify the other institution and its employees, agents and contractors against any and all expenses, liabilities, losses, claims, damages and proceedings, arising from complaints about modules or the Programme as a whole, or any other complaint of professional negligence arising in connection with the performance of this Agreement, provided that the same shall be due to the negligence of the first institution, its employees, agents or contractors.

13.3 Each party in respect of any claim for which it will seek indemnity within the terms of the Agreement shall:

as soon as reasonably practicable after becoming aware of the claim, provide the other with reasonable details of it and thereafter provide the other in a timely manner, with such information relating to the claim as may reasonably be requested from time to time by the other not make, and use its reasonable endeavours to procure that there is not made, any admission of liability, except with the prior written consent of the other, such consent not to be unreasonably withheld or delayed keep the other reasonably informed of all material developments relating to, and regularly informed of the progress of, the claim use its reasonable endeavours to procure that the handling of the claim, including without limitation any resistance of or defence to it, is carried out and conducted in all

material respects in accordance with such reasonable written directions as may be given by the other not settle or compromise the claim, and procure that the claim is not settled or compromised, except with the prior written consent of the other, which consent shall not be unreasonable, withheld or delayed.

14. Erasmus Mundus Scholar Requirements

In order to support delivery of the programme, each Institution shall agree to select at least one overseas academic or incoming overseas doctoral student, to be put forward to the European Commission Erasmus Mundus Scholarship programme. This category of grant recipient is termed 'Erasmus Mundus Scholars' for the purposes of the Erasmus Mundus Scheme and this document. The Erasmus Mundus Scholars shall provide teaching and related assistance, as appropriate, to the delivery of the programme in at least one Institution that they visit in the course of the academic year.

15. This Agreement

This Agreement represents the complete understanding of the parties with respect to the subject matter hereto, subject to any additional information provided in handbooks prepared by NUIM, UStA or UL and agreed by the Institutions.

15.1 Amendments: This Agreement will be reviewed each academic year. It may only be amended or modified by a document in writing, signed by all the parties.

15.2 Termination: This Agreement may be amended at any time by mutual consent or may be terminated by a participating Institution for any cause by six months written advance notice from the President, Vice Chancellor or Principal of the rescinding Institution to the President, Vice Chancellor or Principal of the other Institutions. Any termination or alteration shall be made without prejudice to any participant who's agreed Programme extends beyond the termination date, all of whom shall be enabled to complete the programmes for which they are registered.

15.3 Disputes: The parties agree that any disputes arising from the performance of this Agreement shall be resolved in a forum agreed by all parties.

16. Application of laws

The Institutions agree that every person connected with the Programme in relation to the mutual undertakings with each other shall abide by, conform to, and comply with all of the laws of Ireland, Scotland, France, or other relevant jurisdictions as well as the statutes, regulations and disciplinary rules promulgated by each Institution. Each Institution shall provide Programme participants with a copy of its statutes, regulations and disciplinary rules.

The laws of Ireland shall govern the construction and performance of this Agreement when NUIM is the respondent. The laws of Scotland shall govern the construction and

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performance of this Agreement when UStA is the respondent. The laws of France shall govern the construction and performance of this Agreement when UL is the respondent.

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Signature and Stamps (Page 1 of 3):

For the National University of Ireland, Maynooth

Signature, Date and Stamp of Legal Representative:

Signature: 
Mr. Mike O'Malley
Bursar

Date: 27/2/12

University Stamp:

NATIONAL UNIVERSITY OF IRELAND, MAYNOOTH
MAYNOOTH
CO. KILDARE
IRELAND

Signature and Stamps (Page 2 of 3):

For University of St Andrews

Signature, Date and Stamp of Legal Representative:

Signature:

Lorna Milne

Professor Lorna Milne
Vice-Principal (Proctor)

Date: 28. 2. 12

University Stamp:



Signature and Stamps (Page 3 of 3):

For Université de Lorraine

Signature, Date and Stamp of Legal Representative:

Signature:

Monsieur Jean-Pierre FINANCE

Administrateur provisoire de l'Université de Lorraine

Administrateur provisoire de
l'Université de Lorraine

Date: 28 FEV. 2012



Jean-Pierre FINANCE

University Stamp:

