

ERASMUS MUNDUS JOINT MASTER  
Resilience in Educational ContextsStudent Agreement for Erasmus Mundus Scholarship holders  
ERASMUS MUNDUS JOINT MASTER (“EMJM”)  
Resilience in Educational Contexts

The University of Malta, of Msida, MSD 2080, Malta, established in terms of the Education Act (Chapter 327, laws of Malta), as Coordination Institution of the Erasmus Mundus Joint Master Degree Resilience in Educational Contexts in, represented by its Rector Prof. Alfred J. Vella, hereinafter referred to as “UM”, on the one part; and

Name and Surname: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
Place of birth: \_\_\_\_\_  
Nationality: \_\_\_\_\_  
ID/ Passport No. \_\_\_\_\_  
ID/Passport Expiry Date: \_\_\_\_\_

hereinafter referred to as the “Student”, of the other part,

HEREBY AGREE AND COVENANT AS FOLLOWS –

## 1. PURPOSE

The purpose of this Agreement is to set out the terms and conditions under which the Student will participate in the EMJM Resilience in Educational Contexts (the “Programme”).

## 2. INTERPRETATION

2.1 For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the following definition:

- (a) “Effective Date” means the latest date of the signature of either of the Parties of this Agreement, as indicated on the last page of this document but not later than the official date of commencement of the Programme on which the Student is enrolled;

- (b) **“Intellectual Property”** or **“IP”** means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice and which may result in Intellectual Property Rights;
  - (c) **“Intellectual Property Rights”** or **“IPR”** means patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
  - (d) **“Programme”** shall have the meaning attributed to it in clause 1;
  - (e) **“Rules and Regulations”** shall have the meaning attributed to it in clause 4;
  - (f) **“Scholarship”** shall have the meaning attributed to it in clause 5.1; and
  - (g) **“Universities”** means the universities participating in the delivery of the Programme.
- 2.2 In this Agreement, a reference to a “clause” shall mean a reference to a provision of this Agreement.
- 2.3 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 2.4 In this Agreement, a reference to a particular law is a reference to it as it is in force at the time of its application, therefore taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.5 In this Agreement, unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 2.6 In this Agreement, unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.
- 2.7 In this Agreement, any phrase containing the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the meaning or sense of the words preceding that term.
- 2.8 Any reference to this Agreement herein shall be construed as a reference to this Agreement inclusive of its annexes, which shall form an integral part hereof.

### 3. ADMISSION TO THE PROGRAMME

- 3.1 The Student declares that they meet all the requirements to follow the Programme as set out in the Programme website, in particular that:
- (a) they hold of a Bachelor degree (or equivalent); and

- (b) they have the required English proficiency (as set out in the Programme website and on the online application tool),
- and that they are able to evidence these qualifications at any time during their period of registration as required by any University.

- 3.2 The Student declares that the information provided by them during the application and registration process, and therefore via the provided online application and pre-registration tools, is accurate and complete.
- 3.3 The Student further declares that they have **never** been granted an Erasmus Mundus Joint Master Degree scholarship before.

#### 4. RULES AND REGULATIONS

In addition to the terms of this Agreement, the Student understands and agrees that rules and regulations as applicable in Universities frequented by the Student during their participation in the Programme shall apply (hereinafter **“Rules and Regulations”**). These include, among other matters, Rules and Regulations regarding health, safety and welfare, student discipline, examination regulations, fees, fitness to practise, conduct, academic integrity, research conduct and misconduct and the use of computer and library facilities.

#### 5. AMOUNT AND PAYMENT OF THE SCHOLARSHIP

- 5.1 The Student will receive a scholarship of up to **€33,600** in total (the **“Scholarship”**), granted by the European Commission to finance their participation in the two-year Programme, starting in academic year 2023-2024.
- 5.2 The Scholarship is based on the monthly amount of 1,400 Euros per month x DS, where “DS” means the duration of the Programme.
- 5.3 The Scholarship will be a contribution to the costs incurred by the Student and shall cover travel, visa, installation and subsistence costs. It is calculated on the basis of a monthly unit cost for the entire period needed by the enrolled scholarship holder to complete the Programme (pro-rata to the actual number of days). This period covers study, research, placement activities, thesis preparation and defence, in line with the requirement of the joint Master. During this period, the Scholarship can only be awarded in full, and subject to the Student being enrolled on the Programme on a full-time basis;
- Provided that any optional participation in the Summer School shall be covered from the scholarship.
- 5.4 The Scholarship will be paid directly to the Student’s personal bank account, provided that the Student complies with the requirements of clause 7 and 8.
- 5.5 The Student shall open a personal European bank account in Euro (€) currency that utilises the SEPA system for international payments, and is to provide the full details of this account to UM. UM will transfer the Scholarship to this account in monthly instalments once the host institution confirms the arrival of the Student and after UM has received the form duly completed with the Student’s European bank account details.
- 5.6 The Student shall refuse any other scholarship or subvention, whether financed by the European Commission or otherwise, in connection with the costs covered under the Scholarship as described above.

5.7 The Scholarship does not in any manner create an employer-employee relationship.

## 6. THE PROGRAMME

6.1 The Universities will:

- (a) provide the Student with tuition and learning support, including supervision and assessment, appropriate to the Programme with reasonable care and skill;
- (b) provide the Student with suitable teaching and learning spaces, library and ICT facilities and other appropriate resources to support the Student's studies;
- (c) maintain formal University policies, including regulations, codes of practice and guidelines, setting out how the Programme is managed and supported;
- (d) regularly monitor the quality of learning and teaching offered of the Programme;
- (e) provide the Student with clear information about the Programme and units of study and guidance on what is likely to be required to complete them successfully;
- (f) encourage a professional and responsible learning environment and suitably support the Student academically;
- (g) provide the Student with a range of psycho-social support services which the Student can access to support them in their studies;
- (h) return marked work in good time and according to the guidance set out in the taught and research codes of practice;
- (i) make reasonable efforts to ensure the Programme meets the relevant specification for the appropriate academic year, while also ensuring that it is informed by, and updated in line with, current research and developments in the relevant discipline;
- (j) inform the Student as soon as possible if anything needs to be altered with a view to delivering the Programme more effectively; and
- (k) communicate with the Student via a University email address or by post as appropriate.

6.2 Should the Student have any kind of difficulty, whether academic, logistic or administrative, social or cultural, they will have the possibility to refer for advice to the administrative officers at each of their assigned Universities.

6.3 During the fourth semester, the Student will have the opportunity to pursue their Master's thesis at any of the degree awarding partners

6.4 At the end of the Programme, provided that the Student has successfully met the requirements for successful completion of the Programme, they shall be awarded:

- (a) a joint master degree in Resilience in Educational Contexts issued by the University of Malta, University of Crete, University of Lisbon, Stefan cel Mare University, Suceava.
- (b) a joint Diploma Supplement, which shall be designed to provide sufficient data

to allow fair academic and professional recognition of qualifications (degrees, transcripts).

## 7. ATTENDANCE AND ASSESSMENTS

- 7.1 The Student hereby commits themselves to duly attend the academic programme and the prescribed lectures and examinations of the Programme, having a duration of two (2) academic years, beginning on 2023 and finishing in 2025.
- 7.2 The Student will attend taught courses in at least three (3) of the following Universities:
- (a) University of Malta
  - (b) University of Crete
  - (c) University of Lisbon
  - (d) Stefan cel Mare University, Suceava
- 7.3 Induction/Orientation week(s) are considered part of the academic Programme; therefore, attendance is compulsory in each University within the study track chosen by the Student.
- 7.4 The Student shall participate in the Programme on a full-time basis, without undertaking any occupation with regular salary in parallel to their studies on the Programme.
- 7.5 The Student shall follow the rules for attendance and discipline applicable at each University that they attend for the purposes of their participation in the Programme. Each EMJM institution shall provide the Student with a written copy of relevant regulations as appropriate.
- 7.6 The Student is obliged to obtain their residence permit from the national and local authorities upon their arrival in a given host country for the purposes of their study in that country.
- 7.7 The Student undertakes to conduct themselves in an appropriate manner, to ensure that they do not act fraudulently, and, in particular, to avoid cheating, falsification or plagiarism of any academic work. Moreover, the Student undertakes not to abuse or misuse access to any equipment or installation at any University and not to perform any unauthorized access or violation of any University regulations.
- 7.8 The Student is aware that any incident arising out of an act or omission of the Student which results in a breach of the applicable University regulations will lead to disciplinary proceedings, which may result in termination of the Student's participating in the Programme.
- 7.9 In the event that:
- (a) the Student does not attend any of the taught components of the Programme (lectures, practical sessions, seminars, tutorials, laboratory classes, field trips, informative and official meetings) for which:
    - (i) the Student cannot justify their absence by means of medical certificates; or
    - (ii) for which permission has not been granted by the home/host University staff in advance;

- (b) the Student fails to successfully complete a semester of study; or
- (c) the Student is subject to disciplinary measures leading to the termination of their participation in the Programme his/her exclusion from the EMJM institutions; or
- (d) the Student is subject of to criminal or legal prosecutions that prevents them from physically attending taught components of the Programme; or
- (e) the Student withdraws from the EMJM, on his/her own decision or by *force majeure*,

the Student understands and agrees that their participation in the Programme will be terminated, and the regulations of the University at which the Student is following the Programme at the time of termination shall apply (including any appeal procedure, where applicable). In such event, the Student hereby commitments to reimburse UM any excess funding from the grant(s) allocated to him/her, which shall, for the avoidance of doubt, consists of any portion of the Sponsorship received under clause 5.1 covering the period following the effective date of termination of their participation in the Programme; provided that the amounts stipulated in clauses 10.2 and 10.4 do not need to be refunded by the Student.

## 8. STUDENT OBLIGATIONS

### 8.1 The Student is expected to:

- (a) Take responsibility for their own learning and development, working in partnership with staff to become a self-reliant, independent learner;
- (b) Work hard and diligently, contributing effectively to the Programme and respecting the needs of fellow students;
- (c) Take an active interest in all aspects of the Programme and ensure that they are aware of updated information;
- (d) Make appropriate use of the resources available, including staff, library and ICT facilities, and the shared knowledge of the wider academic community;
- (e) Familiarise themselves and comply with, all Rules and Regulations, including in particular those relating to the Programme;
- (f) Act with academic integrity in all aspects of their studies, evidencing their independent thought, presenting accurate data, complying with ethical obligations and clearly referencing other people's ideas;
- (g) Be aware of the information provided about the Universities and the Programme, and where to find more detailed information and guidance, whether electronic or on paper;
- (h) Complete and submit by the required deadlines any work to be assessed as part of the Programme;
- (i) Participate in the academic community, cooperating with fellow students to support each other's learning, and responding to requests to give their opinion about their learning and other experiences;
- (j) Check their University email account regularly and frequently both during and outside term time so that they are aware of relevant information in good time;

- (k) Take up the opportunities provide to them to enable them to express their views;
- (l) Read and understand information provided about changes that are taking place and what they mean for them; and
- (m) Contribute to internal and external procedures for assuring the quality of learning, teaching and assessment by taking part in Programme surveys/ evaluations conducted by the Universities and/or the European Commission/ EACEA.

8.2 The Student is strongly encouraged to join the Erasmus Mundus Students and Alumni Association (EMA, see <http://www.em-a.eu/> ).

## 9. INSURANCE

- 9.1 The Student will be provided with insurance for the whole duration of the programme in compliance with the minimum EACEA requirements, including coverage for urgent medical care in case of sickness or accident, death, permanent disability, third-party liability, theft and loss of documents or early return in the event of a serious illness or accident affecting a close family member.
- 9.2 The Student is obliged to accept the aforementioned insurance for the full duration of their study period on the Programme.
- 9.3 The Student shall receive an insurance card with their personal policy details and information regarding the general conditions before the beginning of the Programme, following confirmation of registration.
- 9.4 The insurance costs shall be covered from the EMJM institutional costs.
- 9.5 In each country, the Student will also be invited to register with the national health insurance system.

## 10. REIMBURSEMENT

- 10.1 The Scholarship is limited to twenty-four (24) months and, in the event that the Student repeats a year or any individual modules, no extra financial support will be provided.
- 10.2 In the event of termination of a Student's participation in the Programme further to clause 7.8 or clause 7.9, the Student shall not be required to refund the following amounts:
  - (a) the applicable rent for their accommodation, up to the end of the month during which the said termination takes place;
  - (b) funds to cover the cost of travel back to his/her country of origins; and
  - (c) sums the Student needs to live between effective date of termination of their participation in the Programme and the end of the calendar month (e.g. food, transportation) in which the termination decision is taken.
- 10.3 Upon the termination of their participation in the Programme, the Student shall pay any rent (including penalties for early termination of the lease agreement) as may be due by them, and all bank fees, bank charges and insurance fees contracted by the Student.

- 10.4 UM shall pay to the Student the full amount of the monthly payment of the Scholarship for the month in which the decision regarding their participation in the Programme is taken, thus enabling the Student to fulfil the commitments stipulated in clause 10.3.
- 10.5 For the Student's information, Grant Agreement [number] concluded between the UM and the Education, Audio-visual & Culture Executive Agency (EACEA) of the European Commission under which the Programme is funded, requires UM, following the termination of the participation of a Student from the Programme to:
- (a) make the remainder of the Scholarship allocated to that Student available to a new applicant; or
  - (b) refund the EACEA the remainder of the Scholarship amount allocated to the terminated Student if no new applicant is enrolled to replace them.

## 11. INTELLECTUAL PROPERTY

- 11.1 The Universities own or have licensed to them the Intellectual Property in all Programme materials produced by them (or on their behalf) and such materials must only be used by the Student for their own personal study purposes. They may not be shared publicly by the Student or anyone else, including on the internet, without the respective University's consent in writing. Unauthorised public sharing of Universities' Intellectual Property will constitute misconduct under the applicable University Rules and Regulations.
- 11.2 As set out in the Universities' applicable Intellectual Property policies, the Universities may require that the Intellectual Property created by the Student during their participation in the Programme be owned by the University and that the University has the right to use the same for commercial and non-commercial purposes.

## 12. RECORDING OF EDUCATIONAL ACTIVITY

The Universities may record, or may allow the Student to record, academic teaching in accordance with their applicable Rules and Regulations.

## 13. LIABILITY

- 13.1 The Student hereby agrees to indemnify the Universities against all loss, damage, costs, legal costs and professional and other expenses of any nature whatsoever incurred or suffered by a University or by a third party whether direct or consequential as a result of any breach of the Student's obligations hereunder or under any applicable Rules and Regulations.
- 13.2 For the avoidance of doubt, the Universities shall not be liable for any responsibility for accidents, illnesses, injuries, losses or damages to persons or goods resulting from or in any way related to the activities that are object of the present agreement that do not arise from their direct action or wilful omission.
- 13.3 Nothing in this Agreement shall limit or exclude any liability for fraud.
- 13.4 Neither Party shall be liable for failure to perform any of its obligations under this Agreement in the event that such failure arises due to reasons outside their control that they either could not have foreseen or could not have prevented even if they had taken reasonable care (hereinafter "**Force Majeure**"). For the Universities, such reasons may include:

- (a) government restrictions or policy (for example unexpected significant changes to higher education funding);
- (b) over- or under-demand from students;
- (c) staff illness or industrial action;
- (d) severe weather or fire;
- (e) a public health emergency (for example concern with regard to the transmission of a serious illness); or
- (f) civil disorder or political unrest.

In such circumstances, the Universities reserve the right to change or cancel all or part of the Programme.

- 13.5 The Party affected by Force Majeure shall as soon as possible immediately notify the other Party of the occurrence of a Force Majeure event and shall also notify of its best and reasonable assessment of the nature and duration of such event and the steps it is taking or plans to take, in order to cure or reduce the effect of the force majeure event. Throughout the duration of the Force Majeure, the affected Party shall use its reasonable efforts to cure or reduce the effect thereof.
- 13.6 The provisions of this clause 13 shall survive termination of this Agreement for any reason.

#### 14. THE UNIVERSITIES' LEGAL OBLIGATIONS

In addition to the principles set out in this Agreement, the Universities have certain obligations under the law applicable in their jurisdiction that may be relevant to the Student. These include the obligations referred to below:

##### 14.1 Data Protection Obligations

- (a) Upon enrolling in the Programme, the Student gives one or more Universities the right to hold and process their personal data including sensitive personal data, and this in accordance with the applicable privacy policy of the given Universities.
- (b) The Student is required:
  - (i) To ensure that the personal details provided, including their current term-time and home address and personal email address, are accurate, and are updated as soon as they change;
  - (ii) To maintain their emergency contact details and confirm whether or not they agree to the University/ies concerned using the contact in the event of significant concerns about the Student's wellbeing where there is no automatic legal right to do so;
  - (iii) To protect the authentication details used to access the Student's personal information and University services. This includes not sharing the password they use to access University services with anyone, being mindful of fraudulent attempts to steal their password (e.g. phishing emails) and keeping their University password unique from other internet services.

#### 14.2 Immigration Requirements

- (a) Universities have legal obligations to comply with immigration requirements in their respective jurisdiction, including monitoring the Student's engagement with the Programme and updating the government about the Student's attendance on the Programme.
- (b) Students who are international students must ensure that their immigration status is up to date.

#### 14.3 Criminal Convictions

The Student is required:

- (a) To submit a Police Good Conduct Certificate issued by the Commissioner of Police and/or competent authorities in terms of the Conduct Certificates Ordinance; and
- (b) To not be included in the Register established under the Protection of Minors (Registration) Act or its equivalent in their respective country.

### 15. COMPLAINTS

In the case of a complaint, the Student may appeal to the Programme Consortium with a reasoned write-up detailing the complaint. The Consortium Committee will consider the issue and endeavour to resolve it within a month; provided that complaints regarding a specific service or facility provided by one of the Universities, the Student shall invoke the complaints procedure of that particular University.

### 16. NOTICES

- 16.1 A notice required to be given to the student under this Agreement shall be validly given if sent by e-mail to the Student's University email address or their personal email address as provided by them upon registration for the Programme. For the purposes of this Agreement, any notice duly sent by email shall be deemed to be delivered and received upon transmission, provided that if it is sent after 17:00 hours on a working day (referring to the time in the place of receipt), or if it is sent during the weekend or on any public or national holiday in the place of receipt, it shall be deemed to have been received at 09:00 hours of the immediately-following working day in the place of receipt. The Student understands their obligations to keep their contact details up to date.
- 16.2 Notice to the Universities should be addressed by email to the Registrar of the respective University at the email address provided on the respective University's website.

### 17. DATA PROTECTION

The personal information provided by the Student to the Universities by virtue of this Agreement shall be processed in accordance with the provisions of Regulation (EU) 2016/679 (the General Data Protection Regulation – the "GDPR") and all other applicable privacy and data protection legislation. It shall be processed solely for the purposes of the fulfilment of the respective University's functions. Special categories of the Student's personal data shall only be processed if one of the criteria set out in Article 9 (2) GDPR is additionally fulfilled. The Student's personal data is accessible to those employees of the Universities who are required to process it by virtue of their roles and responsibilities. It will

not be disclosed to third parties without the express consent of the Student unless strictly required by law, regulation or government order. The Student has the right, in respect of their personal data held and processed by the respective Universities, and subject to the terms laid out in the GDPR, to request access thereto, to request correction if such data is inaccurate and/or its erasure if its processing is unnecessary, to request restriction of processing, to object to the Universities' processing thereof, and to data portability. In the event of the need to exercise any of the said rights, the Student is to contact the respective University's Data Protection Officer via the contact details provided on the respective University's website. For UM, this is:

The Data Protection Officer  
University of Malta  
Msida MSD 2080  
E-Mail: [dpo@um.edu.mt](mailto:dpo@um.edu.mt)

## 18. GENERAL PROVISIONS

- 18.1 No modification, amendment or waiver of this Agreement or provision hereof shall be binding upon any Party unless made in writing or confirmed in writing by their duly authorised representatives.
- 18.2 Should any part, term or provision of this Agreement or any document required herein be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.
- 18.3 The Parties agree that this Agreement does not create any partnership, agency or any other relationship under which either Party may be deemed responsible for the acts or omissions of the other Party and this Agreement should not be construed so as to render the Parties liable as partners or as creating a partnership or agency or any other similar relationship.
- 18.4 No failure or delay on the part of either Party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 18.5 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 18.6 No person other than a Party to this Agreement may enforce any of its terms.
- 18.7 Without prejudice to the foregoing clauses, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous agreements or arrangements whether written or oral.
- 18.8 This Agreement or any dispute or claim arising out of or in connection with it or its subject-matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Malta and any dispute arising from this Agreement which cannot be resolved amicably in good faith shall be subject to the exclusive jurisdiction of the Maltese courts, notwithstanding any conflict of laws principles.

Signed in five (5) copies –

**By the Student -**

**Name:**

**For the University of  
Malta**

Programme  
Coordinator (Prof  
Carmel Cefai

**For the University of Malta**

Coordinating Institution Rector  
Prof. Alfred J. Vella

**Date:**

Date:

Date:

**Signature:**

Signature:

Signature:

**For University of Crete**

Professor George Kontakis  
Rector

**For University of Lisbon**

Professor Luis Ferreira  
Rector

**For Stefan cel Mare University**

Professor Valentin Popa  
Rector

Date:

Date:

Date:

Signature:

Signature:

Signature: