

IMBRSea Consortium Agreement

Consortium Agreement concerning an interuniversity programme titled “International Master of Science in Marine Biological Resources (IMBRSea)”

Version 2 April 2020

Partners in this agreement:

1. Universiteit Gent, Belgium
2. Sorbonne Université, France
3. Universidade do Algarve, Portugal
4. Universidad de Oviedo, Spain
5. Galway-Mayo Institute of Technology, Ireland
6. Polytechnic university of Marche, Ancona, Italy
7. University of Bergen, Norway
8. Université de Brest (known as Université de Bretagne Occidentale (UBO)), France
9. University of Gothenburg, Sweden
10. Université Côte d’Azur, France
11. University of the Basque Country, Leioa, Spain

The institutes listed here are further called “Main Partners” or “Partner Universities”, taking into account that

- The Université Côte d’Azur participates in this consortium agreement subject to the suspensive condition that the accreditation for the merger which establishes this new institution has been accomplished by the start of the academic year 2020-2021, or, if this condition were not fulfilled in time, as from a later academic year in which this condition is met ;
- The University of the Basque Country will participate in this consortium agreement as from the academic year 2020-2021 subject to the suspensive condition that the IMBRSea programme will be selected for support within the EMJMD Framework of the European Community by the start of the academic year 2020-2021, or, if such recognition would be granted only by the start of a later academic year, as from the start of that academic year

In case/ as long as the abovementioned conditions are not fulfilled for one or more of the institutions listed sub 9 to 11, their participation in this consortium agreement will not take place; instead, a bilateral agreement will be concluded between the coordinating IMBRSea institution and the institution not partaking in this consortium agreement, by which the Université Côte d’Azur resp University of the Basque Country will take up the role of associate partner(s) of the consortium according to the principles stated in the model of bilateral agreement in annex 2, but with the extra provision of offering a limited amount of specialized course units within the study programme (i.e. the modules taken up for these institutes in the programme as presented in annex 4);

Jointly the institutes listed are called “Consortium”. In addition to Main Partners, Associate Partners are also active within IMBRSea.

Legal Representatives of the Main Partner universities will sign this Consortium Agreement. Associated partners are obliged to subscribe to this agreement via a bilateral agreement (Annex 2).

This interuniversity agreement is drafted within the framework of the action entitled: “International Master of Science in Marine Biological Resources” 1 (IMBRSea in short hereafter).

In case support is received for organization of this programme (from for example the Erasmus Mundus Joint Master degrees) the information on each consortium partner will be communicated to the funding providers according to the regulations of the funding programme. Changes in the consortium will also be communicated using the applicable regulations.

Article 1: Scope

1.1. Background

Worldwide, the blue bio sectors are facing significant challenges in order to grow in line with the Sustainable Development Goals set by the United Nations or in line with more regional strategies such as the European Union’s (EU) Blue Growth strategy. Several studies show that there is an urgent need for skilled people trained in an international, interdisciplinary and intersectoral subject matter. IMBRSea is designed to enable students to obtain both core and specialist competencies and skills required by employers in key themes of the blue bio-economy: fisheries and aquaculture; nature conservation; sustainability; ecosystem-based management; blue biotechnology and global change.

Moreover, IMBRSea is considered as the flagship Master programme of the European Marine Biological Resource Centre (EMBRC-ERIC). The EMBRC-ERIC is a pan-European Research Infrastructure for marine biology and ecology research, which aims to answer fundamental questions regarding the health of oceanic ecosystems in a changing environment, enable new technologies to further our investigation capabilities, support life-science breakthrough discoveries with the use of marine biological models, and continue long-term marine monitoring efforts. By delivering future generations of marine graduates, the IMBRSea programme will support UN efforts to reverse the cycle of decline in ocean health and gather ocean stakeholders worldwide behind a common framework that will ensure ocean science that can fully support countries in creating improved conditions for sustainable development of the Ocean.

1.2. Objectives of IMBRSea

The IMBRSea - programme aims to qualify students to a level of excellence in the field of Marine Biological Resources.

The objectives of the International Master of Science in Marine Biological Resources (IMBRSea) are the following:

- Discipline oriented objectives:
 - Qualifying Master students to evaluate and understand how marine biodiversity varies across spatial and temporal scales, and between levels of biological organisation, in order to develop methods to detect significant changes in the marine environment.
 - Qualifying Master students to understand theory, models and statistical tests to investigate the relationship between marine biodiversity (assessed at different levels of organisation: genetic, species, functional groups and communities) and ecosystems functioning through the integration of conceptualization and modelling exercises, comparative analyses and carefully designed experiments.
 - Qualifying Master students to understand the value of marine biodiversity and resources, and hence are able to develop the research base required to support the sustainable management of marine biodiversity and resources, including, for

example, the monitoring of the health of marine ecosystems, marine aquaculture, the conservation of marine biodiversity and the commercial and recreational use of marine resources and ecosystems.

- Transferable Skills Objectives:
 - Qualifying Master students to apply the necessary communication and research skills for integrated team work.
 - Qualifying Master students to develop decision supporting systems for community policy.
 - Qualifying Master students to create an interface between researchers and stakeholders.

Students will be trained in at least two institutions in two different European countries within the IMBRSea consortium. IMBRSea will be an integrated flagship programme that capitalizes on the operational, research and academic strengths of its members, to provide the best possible opportunities for employability and career development of programme graduates.

Article 2: Structure and content of the programme

2.1. Structure of the programme

The IMBRSea master programme is spread over two academic years of study (4 semesters – 120 credits). The common language of instruction of the programme is English.

The IMBRSea study programme is structurally designed to ensure that students (1) get essential training in key subjects related to Marine Bioresources and ecosystems, (2) have the opportunity to thematically specialize, (3) can tailor their study programme to their personal aspirations via individual professional practice and thesis work. Besides these three aspects, IMBRSea includes a wide range of mobility opportunities but also ensures integration in a group and in a network in the best possible circumstances. By using multiple teaching approaches, IMBRSea offers a learning environment open to a multicultural group of students.

The full IMBRSea study programme is divided in nine blocks that run over two academic years. Each academic year commences in September/October (depending on the University and decided on a yearly basis) and finishes in June/August (depending on the thesis work progress). Students are distributed according to their chosen study pathway across several universities for the Fundamentals course package, and the Thematic course packages.

Annex 2 provides an overview of the educational responsibilities of each partner university.

Annex 3 provides an overview of the full IMBRSea course programme described below.

The first Unit of the programme organized in the first semester (fundamental courses) is a co-designed set of courses that were selected as essential for any professional in the field of marine biological resources. Courses in unit 1 are: Marine policy and governance, Marine genomics, Quantitative methods in marine science, Oceanography, Marine ecology, Marine GIS and spatial planning. The nature of the courses in this first unit requires a more classical teaching approach with lectures, seminars, and field and labwork. Before the start of the semester, admitted students will be offered an online tool (IMBRSeaCompass) in which they can test their knowledge required to start each course and in case they need refreshment in certain areas, digital resources will be provided to do so.

In Unit 2 and Unit 6 students can specialize in one of the proposed marine bioresources specializations. In Unit 2, offered at the start of the second semester, every student chooses one of the 18-ECTS thematic modules that reflect the research specializations of several partners.

From Unit 2 onward, more innovative approaches including teamwork, individual based learning, project and research-based learning strategies take on more importance. Students will be prepared to engage in the more individual opportunities offered by the professional practice.

Unit 3 is an obligatory professional practice (internship) of 12 ECTS. Building further on the positive experiences from the past, IMBRSea continues to organize this essential component. The professional practice prepares students in a very practical way for future employment. The whole process is closely monitored via an online monitoring platform. Students learn to formulate personal learning goals and use a digital portfolio to document accomplishment of these objectives. The programme level monitoring ensures a fair and equal treatment of all students independently from where they carry out this 12-credit activity. Professional practices can be carried out at any partner of the IMBRSea consortium (full and associate). The variable nature of the partners guarantees a wide variety of opportunities in several sectors and employment areas are represented therein.

Professional Practice Guidelines and Regulations are available in Annex 11 and 12.

The first academic year of IMBRSea is concluded with participation in the annual 'Diving into Marine Minds' symposium organized during the last week of June by one of the full partners (Unit 4, this is not a separate course unit, but an obligatory part of the programme nevertheless). During the symposium all students (year 1 and year 2) gather and present their professional practices and thesis works but also participate in a series of training workshops offered by full and associate partners. Workshops focus on transferable and entrepreneurial skills.

For all students that are admitted continuing their studies (upon decision of the Examination board), year 2 starts with the IMBRSea Summer School 'Living Ocean Lab' (Unit 5 – Joint School). The Summer Schools follow the research-based format which was developed during the past ten years, and which combines marine research activities, teamwork, transferable skills training, and outreach and communication.

Unit 6 allows students to complete their specialization in one of the IMBRSea thematics. Similar to Unit 2, thematic modules reflect the academic specialism of the partner (see Annex 2).

During the third semester of IMBRSea, all students (and independent of their current location) take an online course 'Skills for Blue Science' (Unit 7, 'Research Design, Data Management and Data Communication in Marine Sciences) in which they prepare themselves for the transferable skills elements of personal thesis research.

IMBRSea is concluded with a personal Master thesis (Unit 8) that students develop at one of the consortium partners worldwide. The personal thesis project is designed during the first academic year and, after approval by the Programme Board, carried out during the final semester. At the end of the thesis period a written report in the format of a research paper is submitted and evaluated by a reading committee. During the closing Annual Symposium, every student presents and defends the outcomes of the thesis.

Thesis Guidelines are available in Annex 10.

Article 3: Organisational structures and responsibilities

Several governance bodies will be installed within the programme. For each governance body the responsibility and roles of the coordinator, partner universities and associate members is specified and may be further clarified during the first meetings of each of these. The IMBRSea Master is governed by the following management structures:

3.1. The coordination office – CO:

This office is located at Ghent University (P1) and plays a key role in the practical organization of the programme. The office is supervised by the IMBRSea Coordinator. The CO is the first point of access for many aspects of the joint programme and is the operational unit, in charge of the coordination of the roll-out of decisions taken by the Programme Board. The office is in close contact with the local secretariats at each main partner. These secretariats link to institutional international services and housing services. Each associate partner involved in IMBRSea also appoints a central contact person. The following tasks are allocated to this office: application procedure, follow-up of applicants and students, outreach, collection and management of all course administration related issues (grades, changes in curriculum), financial management, contact with scholars, organisation of Annual Symposia, professional practice and thesis work follow-up, contact with associates, organisation of board meetings.

3.2. Programme Board - PB:

The PB comprises one representative per full partner, two associate partner representatives and two student representatives from the student board. The coordinator of IMBRSea represents the CO on this board. A chair of this board is elected from one of the full partner representatives on a 3-yearly basis. The board oversees the general working of the master programme (financial decisions, approval of the selections, overall organization), is in charge of curriculum review and development and educational quality control. The board meets virtually on a monthly basis and physically during the Annual Symposium. The PB is advised by the Examination Board, the Selection committee, the Student Board and the External advisory board. The PB is part of the educational management structure at Ghent University. Decisions are where possible taken by consensus. In cases where a consensus cannot be achieved, decisions will be taken following the majority plus 1 rule. PB has a quorum when more than half of the full partners' representatives are present or participate in the board's deliberations. The board's decisions will normally be agreed on unanimously among the members that are present or participate in the board's deliberations. All decisions will align with national laws.

3.3. Examination Board - EB:

The EB includes all teachers officially involved in the programme. At examination board meetings, organized at the Annual Symposium, teachers will be represented by a representative per Partner University. The EB is also in charge of following the progress of students. During the student's progress meeting, the performance of all students is discussed.

The EB takes minutes of the scores given by the responsible teachers to each of the students. A full overview of the scores is generated within the central exam database of Ghent University (<http://oasis.ugent.be>). This board will also issue special awards, grades and prizes.

3.4. Selection committee - SC:

This board consists of four representatives elected from the members of the PB (excluding students) and is chaired by a full partner representative. Partners represented at the board stay on the board for two consecutive years. The SC is in charge of advising the PB on the admission and selection of

students who apply for enrolling in the programme, and for grants offered by the programme through applicable funding schemes (defined in Annex 4). The SC follows the selection criteria as described in section 5.4. Other partners may assist the SC in reviewing the candidates. The SC meets once each year in person or via electronic consultation.

3.5. Student Board - SB:

This board consists of one member of each partner, representing the different universities where mobility takes place, elected from the student population (year 1 and year 2) and one IMBRSea alumnus. The aim of this board is to provide students with a structural involvement in the organization of the programme. Their task is to organize communication and information flow between year 1 and year 2 students, communication of student related issues to the PB. Through the SB, the PB has access to the opinions, ideas and suggestions of the students when needed. The SB may invite PB members for specific issues. The SB meets monthly virtually prior to the PB meeting and once a year during the Annual Symposium. Two representatives of the SB take part in the PB meetings.

3.6. External advisory board - AB:

This board consists of a representative from the EMBRC network (www.embrc.eu) and, one representative for each of the specialization modules and one alumnus. The CO will provide the AB with access to the results of the internal evaluations, PB reports, etc. The AB will physically meet during the Annual Symposium and have there the opportunity to meet with the representatives of all full and associate partners, students and alumni. The AB is meeting once every two years and advises the PB on issues related to the overall content and aim of IMBRSea.

Article 4: Educational responsibilities

4.1. The role of the partner universities in education:

Since the IMBRSea programme is a specialized master based on many scientific disciplines, and since the student cohorts who enter the course will be diverse, we have to ensure that the basic knowledge relevant for the thematic course modules in each specialization track (units 2 and 6 as defined in article 2.1. and in the programme as 'minors' and 'majors') will be offered in the first semester (independent of the chosen starting university). Universities offering the fundamentals package in first semester are responsible for offering each course unit as such that the jointly agreed final competences for each course are met. In cases where no sufficient competence is present at a partner university, this will be solved via teacher mobility. If possible, teacher mobility will be allowed by each University, as a part of their teaching load.

Partner universities delivering thematic course modules in semester 2 and 3 have to ensure that the content of the courses fits to the knowledge gained during the first semester and meets with the final competences set for each specialization track. To ensure this, for each module an academic will be appointed by the PB. This person will be in charge of supervising the educational aspects and communication of these aspects with the PB. Universities involved in each track should interact at a regular basis and should adapt where needed specific content of each course. On the annual basis, at the start of the second semester, it will be possible to implement these changes upon approval of the PB. Administrative follow-up of this will be organized by the CO.

During the second semester students will carry out a professional practice. For this, they will be preferably active in a non-academic structure, under the framework of a work placement.

At the start of the third semester, a Joint school (6 credits), the IMBRSea Summer School, is organized. Lecturers from all partner universities, together with associated (non-academic) partners, are jointly

responsible for the Joint school. To allow the joint responsibility to be taken, the teaching load for participating teachers will be recognized at each partner university wherever applicable.

During the fourth semester students will carry out thesis research. For this they will be active in a main or associate partner. An academic mentor will be appointed. This mentor is in charge of ensuring that the work carried out is compliant with the thesis guidelines.

The coordinating institution concludes the agreement for the professional practice and the thesis research between the student, the coordinating institution and the host institution of the professional practice or thesis work of the concerned student.

4.2. Teacher mobility and involvement of teachers (scholars) external to the consortium:

The IMBRSea programme stimulates both involvement of teachers external to the consortium (so called scholars) and teacher mobility within the consortium. Both types of teacher mobility require formal approval by the PB and will at each partner university also be formally recognized as such.

Teacher mobility within the consortium will be regulated according to the Erasmus Mobility framework. All main partners will engage in bilateral Erasmus exchange agreements for this. Where no alternative funding is available for teacher mobility for scholars external to the consortium, it will be funded at an IMBRSea central level. Funding for this kind of mobility will require approval of the PB and will be in line with the IMBRSea financial regulations.

Article 5: Administrative organization of IMBRSea

5.1 Admission criteria

The IMBRSea programme has jointly agreed upon student application, selection and admission criteria for entrance to the programme. The IMBRSea jointly agreed admission criteria include: (1) Applicants hold a Bachelor (or Master) degree in biology, ecology, environmental sciences, oceanography, marine sciences, geography, geology, veterinary medicine, biotechnology or other equivalent degrees with minimum 180 credits, (2) Proof of sufficient knowledge of the English language (refer to Annex 5 Language regulations).

The number of students who can register within each mobility will depend on the logistic possibilities of the involved partner universities. Logistic possibilities will be reviewed on a yearly basis (early December for the next academic year).

The best ranked students will be firstly admitted to their preferred mobility. Preferences of the students regarding the place of study will be taken into account as far as possible.

Knowledge of the English language is a basic requirement: A proof of sufficient knowledge of the English language is required.

The IMBRSea PB can, at its own discretion waive the requirement for proof of English language skills, if English was the official language of instruction/teaching for at least one year of the previous successful Higher Education studies. Specific requirements for English Language proficiency are detailed in Annex 5 and are subject to review by the Programme Board.

5.2 Application procedure

The consortium offers one coherent point of entry as regards the Master's course promotion, information regarding all formalities and application for admission. Applicants will apply to the coordinating university, Ghent University, which is hosting the IMBRSea CO. Interested students will

find all relevant information on the IMBRSea programme website (<http://www.imbrsea.eu>): general information, admission criteria, application forms, deadlines for application, course content, information on scholarships and fees, and so on.

The application file must contain the following documents:

- a completed application form (online) where information is given about personal data, study data, linguistic skills, professional data, recommendation letters, motivation, country of preference to start with the IMBRSEA master programme
- a copy of the international passport
- at least two completed referee reports
- legal copies of diplomas and an official translation in English, if the original language is not one of the official languages of the coordinators (all languages other than Dutch, French, German, English need to be translated into English) . If the diploma is not yet obtained at the time of application (student is in their last year of Bachelor study), an original proof of enrolment and a most recent transcript of records must be provided.
- copies of diploma supplements stating courses followed and scores obtained per course and, eventually, a translation in English (see further) and official transcript of records
- copies of language tests scores and language certificates

Application and admission of students may happen in several rounds. After each round applications will be reviewed and students can be admitted to the programme. The number and planning of these rounds is decided on a yearly basis by the PB and communicated via the website before opening the applications.

5.3. Admission of students

All students fulfilling the diploma requirements and sufficient knowledge of English language, can be admitted by the PB taking into consideration an optimal distribution of the students according to the available places in each partner university. Partner Universities are not allowed to have additional conflicting admission conditions for students admitted to the programme. The students will get an official letter of admission signed by the Registrar of Ghent University where the CO is located.

A copy of this letter will be sent to the department responsible for enrolment of the university receiving the student during his Study Pathway (first and second year). Enrolment is only official after payment of the programme cost by the student to the coordinator and after having performed all formalities (not conflicting with the joint programme regulations) for joining the first hosting partner. The coordinating university will share the final list of students with the partner universities. The coordinating university will transfer the agreed budget for the participation cost covering enrollment costs as well as all cost related to the local organization of the programme to the partner university where the student is enrolled.

5.4. Selection procedures for scholarships

The selection of scholarships and grants recipients is done by the SC making use of the following selection criteria: academic scores (30%), language skills (eligible or not eligible), referee letters (20%), Curriculum Vitae (15%), and motivation (35%). Based upon these criteria an overall ranking will be made and scholarships will be proposed according to the specific schemes defined for each scholarship or grant.

The number of, and conditions for each scholarship and grants will be decided by the PB on a yearly basis before the opening of the applications.

If the programme would again be selected for support within the EMJMD Framework of the European Community or within any other context, the same criteria will apply for the ranking to be proposed for scholarships or grants.

5.5. Enrolment of students in the partner universities

The coordinator will inform the partner universities about the students who choose to attend their courses in the following academic year by early May for all non-EU students and end of June for EU students. All students are enrolled in the coordinating university (the Ghent University institutional participation cost (to be paid out of the programme costs paid by the students) is due only for students who follow courses in the coordinating university ; all other students will be enrolled as 'pro-forma' students in the coordinating university, i.e. with the sole aim of being able to issue the joint diploma and its supplement) and at least on a semester basis in the university where they perform their studies. They might as well all be enrolled at the other partner universities in a similar status as at the coordinating university, if this is required to issue the joint diploma. In this case no additional funding will be foreseen for this additional enrollment.

5.6. IMBRSEA programme costs and institutional participation costs

The amounts for programme costs for European and non-European students valid in the academic year 2020-2021 are laid down in annex 6; non-substantial yearly changes can be decided and agreed upon by the programme board.

Before opening the application forms, the PB decides, on a yearly basis, on the possibility of additional partial waivers of programme costs. The adapted programme cost amounts for students qualifying for these partial waivers will be advertised on the website in addition to the 'normal' amounts.

Scholarships are managed according to the specific conditions of the applicable scholarship scheme. Rules for individual scholarship schemes will be agreed upon in annex to the student agreement of beneficiary students.

The coordinator of the Consortium will transfer the agreed institutional participation costs (cf. annex 7, subject to 2-yearly changes) to the accounts indicated by the respective universities upon issuing of an invoice or certificate. Joint programme elements (coordination, joint school, annual symposium, etc.) will be financed by the central coordination budget. On a yearly basis a budget plan will be agreed upon in accordance with the IMBRSea financial rules described in Annex 7.

The coordinating Institution shall transfer the institutional participation cost the latest one month after the official local start of the academic year and after confirmation of the number of students locally participating.

The Coordinating Institution may not transfer any funding to partners not complying with the obligations set for in this Agreement, without prejudice to submitting the controversy to arbitration.

The Coordinating Institution shall transfer the institutional participation cost to the bank accounts mentioned by each partner on the invoice or certificate.

The coordinating Institution shall reproduce a yearly financial report of the incomes and expenditures related to the programme which shall be submitted by the Coordinator to the Consortium programme Board.

Students who do not complete the study program by the end of the timeframe defined in the student agreement (two years), may upon approval of the PB still enroll for a third year. Programme costs for

this extension will be calculated on a semester basis following the normal IMBRSea programme cost paid by the student for participation in previous academic years (as documented in the student agreement). In case a student does not complete the programme after an additional third year, this student will no longer be allowed to participate in the programme and might continue his studies following local regulation of each partner university.. In this case the student will receive an official transcript listing the courses for which he/she has obtained credits.

In case students are admitted for entry in year two of the programme, the programme cost will be calculated in relation to the study load still to be completed and taking into account the additional administrative work concerned. Programme costs and conditions for these cases will be decided on a yearly basis by the PB.

5.7. Education

All institutes are responsible for providing appropriate education, teaching and examination within the framework of articles 2 and 4 in this agreement.

5.8. Mobility

Student mobility is an integral aspect of the IMBRSea programme. Partner universities engage to make practical arrangements for their incoming students before and during the mobility. This includes, if applicable, instructions on visa procedures, providing a local admission letter, housing and other services for international students.

Students are required to undertake a mobility period of at least one semester (30 ECTS) to a main partner university different from the one where they took the 'Fundamentals package' in the 1st semester. All students are also required to take part in the annual Symposium (which is yearly organized by one of the main partners during the last week of June) and in the 'Summer School', which takes places at the beginning of the third semester. Depending on their interests, students are allowed to maximize their mobility opportunities.

The full IMBRSea study programme is divided into nine blocks run over two academic years, as described in article 2.1. Each academic year commences in September/October and finishes in June/August (depending on the starting university and thesis defense period).

Students are distributed across the participating universities for the Fundamentals package, and Thematic modules. Joint activities for the full cohort of students are organized during the Joint school and Annual symposium. For the thesis work, students can choose between research groups of all full and associate partners.

5.9. Transfer of credits

The IMBRSea curriculum is based on the ECTS. The procedure for transfer of credits, if applicable, is as follows:

- The institute where the student effectively studied, sends the obtained marks of the student to the IMBRSea CO (for first semester courses by February 1st, and for second semester courses before June 20th or September, 1st). For each course, the locally obtained grade per student, the total number of students following the course and the ECTS grade (or the place of the student in the ranking of all students who followed that course) will be communicated.
- The IMBRSea CO converts the local grades to a 20 point scale according to an agreed conversion table (see Annex 8) for each participating institute. This is done to facilitate the final awarding of the degree. After approval by the PB, converted scores will be entered in the study management platform at Ghent University.

- At the end of each academic year the secretariats of the partner universities will produce an official transcript of records per semester with an overview of already obtained credits. These transcripts of records will be made available to the students.
- When a student has obtained all necessary credits and successfully defended their Master thesis, the official diploma is issued accompanied by the diploma supplement. The coordinator provides an additional certificate showing the optional courses that student might have taken and passed at one of the partner universities. Students are awarded a joint degree of the consortium.

5.10. Passing exams

The partner university offering courses and hosting the students will organize the examination component (for each course) according to the local regulations. The students are bound to the examination regulations (including resit policy) and criteria of the university where they are registered and follow the courses. At the start of each teaching period partner universities provide all students with the local examination regulations.

The IMBRSea Programme Board will define and issue a common framework for examination for the programme's joint elements.

If students fail a course, one resit will be allowed per academic year, with the exception of courses taken at the University of Gothenburg, where up to 5 resits are allowed per academic year. When more than one re-sit is performed at the University of Gothenburg in order to pass the course, only the converted score that corresponds to the pass grade (V or VG) will be entered in the study management platform at Ghent University.

If the student did not pass the course before the end of the academic year, a fail will be recorded in the study management platform of Ghent University and the student will need to be re-registered for the course.

Resits will preferably take place in the partner university where the course was taught, but in order to accommodate for the mobility of students of the program, resits can be relocated: when the calendar and mobility of the student does not allow for a resit at the partner where the class was taken, a common resit session will be organized for all students within the week before the annual symposium under the supervision of the hosting partner. Students resitting a course remain bound to the examination regulations and criteria of the university where they followed the course.

The following options for students that fail a semester 1 course at the resit are available:

- A. if semester 3 is at a university offering the 'Fundamentals package', the students retake the semester 1 course on top of their normal curriculum
- B. if semester 3 is not taken at a university offering the 'Fundamentals package'
 - i. The student's mobility scheme is altered in such a way that he/she takes semester 3 at one of these, or
 - ii. In case the local teacher agrees, the student is allowed to study from abroad making use of the normal provided course material (including potentially recordings) and to take the evaluation also from abroad (same time, under the supervision of a local teacher)

Note that decision on either taking option B.i or B.ii should be approved by the Programme Board.

The following options for students that fail a semester 2 or 3 course at the resit are available:

- A. If the student fails the resit of a semester 2 course (resit in June year 1), the student will re-enroll for the course and follow it remotely.
- B. If the student fails the resit of a semester 3 course (resit in June year 2), the student has to re-enroll for an additional semester on the basis of the number of credits to retake. The programme cost will be calculated as follows: $\text{fee} = \text{normal programme cost}/60 * \text{number of credits to retake}$, with a minimum cost of 1000 Euro.
- C. If the student fails the resit of the thesis in semester 4 (August year 2), the student has to re-enroll for an additional semester on the basis of the number of credits to retake. programme cost will be calculated as follows: $\text{fee} = \text{normal programme cost}/60 * \text{number of credits to retake}$, with a minimum cost of 1000 Euro.

At the end of each academic year the examination board will review the study performance status of each student and advise on continuation of the programme in accordance with the regulations at each university.

Students with very weak study performance (decided by the EB and PB) may not be allowed to continue their studies. Students who quit the IMBRSea programme early but have successfully completed courses will get a certificate stating the courses for which they have earned credits.

For the master thesis, a common evaluation procedure is developed. Master thesis (even those performed outside one of the awarding universities) are defended at the Annual Symposium. Common standards are used and the thesis is defended before an examination commission appointed by the Management Board and consisting of at least two academics of which one belongs to another institute awarding the degree.

The Master thesis can only be defended when all other requirements (passing of all courses, fulfilling the mobility and participation in joint programme activities) to obtain the degree are fulfilled so that the examination commission can decide on behalf of the PB on awarding the degree or not.

In case of doubts, the decision can be postponed and discussed at the yearly coordination meetings of the PB. The final grade of the diploma, if applicable, is decided by the EB, and communicated to the coordinating university who will prepare the joint diploma, accompanied by the diploma supplement.

5.11. Degree awarding

After successful completion of the IMBRSEA academic Programme, graduates shall receive a Joint Masters degree issued and recognized by all Consortium Partner Universities. The Diploma is fully based on the ECTS system and will be accompanied by a diploma supplement which follows the model developed by the European Commission, Council of Europe and UNESCO/CEPES, including a list of all the courses taken by the student with mention of the title of the thesis with their accompanying ECTS credit points and grades with specification of training hours, language of instruction, institution delivering the course and all other relevant details such as the ECTS system.

The joint diploma and diploma supplement will be awarded in accordance with the higher education legislation of the coordinating university. The diploma shall contain also the local name of the degree in the national language in case this differs from the name of the joint degree. On the diploma the names and the logos of all partner universities will be mentioned. The diploma supplement

accompanying the joint diploma will be in English. Besides students will receive a transcript of records including courses and their grading.

The diploma will be signed by the representatives of all partner institutions awarding the diploma. The diploma supplement is signed by the legal representative from the coordinating university.

The coordinating university will present a specimen thereof for approval to all partner universities which will jointly award it; crucial incompatibilities with the requirements of any of the partner institutions as to their national education regulation will then be amended by the coordinating university (e.g. by adding references stating that the diploma is compliant with specific national education regulations of Consortium partners, by adding information about the national education systems of the partners on the diploma supplement or by adding the name of the degree in the local language), within the limits of its possibilities and without infringing on its own national education regulation. In order to make the joint awarding of the diploma possible, the partner institutions will show their utmost flexibility on this matter, taking into account the fact that the joint diploma should in the first place be compliant with the higher education regulation of the coordinating university which issues the diploma and ensures its validity within its own higher education system, this being the only way of awarding a joint diploma by partner universities bound to separate national higher education systems.

Any changes to the diploma required by any of the awarding institutions within the course of this agreement, which will most frequently pertain to (names of) representatives of the partner institutions signing the joint diploma or logos of partner institutions mentioned on the joint diploma, will be communicated to the coordinating institution by the local coordinators as soon as possible and preferably some months before the next moment on which the EB advises Ghent University on the awarding of diplomas.

With an eye to speeding up the delivery of the joint diplomas to the students, the signatures will be applied by means of images for all partners who agree to supply, to this purpose, the image of the signature of its representative to the coordinating university. In case this is not possible or only possible for some of the diploma awarding partners, the diplomas will be sent by registered post to all signing partner universities.

In order to make the awarding of the joint diploma possible, all partner institutions commit themselves to passing all information concerning the courses taken by all students at their university within the context of the programme, as well as the study results obtained for these courses, to the coordinating institution without delay.

A preliminary template of the joint diploma is provided in Annex 9. The template of the diploma will be updated by the academic year 2021-2022 (first awarding of the diplomas) in order to include the new diploma awarding partner institutions (first awarding of the diplomas); if necessary, Swedish title of the degree will be added then.

5.12. Joint school organisation

The joint school is organized every year between semester 2 and 3, as a part of the third semester. The organizational costs (including accommodation costs) are covered from the central coordination budget according to the regulations outlined in Annex 7.

5.13. Quality Assurance

Quality assurance will be considered both at a European level for the programme as a whole and the joint programme elements and, on a local level. The local quality assurance is done by each partner

university individually and typically fits in national quality assurance programmes. A quality assurance working group will monitor the program and report to the PB.

They can monitor the added value offered by the Erasmus Mundus programme (as compared to local non-joint programs at the different partners), be involved in the comparison of the core programs at different partners, advise on industrial relevance, knowledge and skill levels required by policy makers, etc.

An AB will be installed consisting of a representative from the EMBRC network, per specialization track one representative from the non-academic sector and one alumnus. The Board has access to the results of the internal evaluations and will be able to meet with the representatives of all full and associate partners, students and alumni. The Advisory Board meets once every two years and advises the Programme Board on issues related to the overall content and aim of IMBRSea.

In function of accreditation reviews, a programme portfolio will be created and maintained at Ghent University. The portfolio includes a description of the context of the joint programme, includes the key quality features of the programme based on the NVAO Quality Code Flanders 2015-2017, includes a 'Quality Improvement Plan' outlining the major actions that are needed in the future to ensure or increase the quality of the international joint programme, and finally includes a compilation of attachments that are available for the international study program and that address the key quality features in more detail.

Depending on the accreditation regulations for each main partner, the PB will ensure that the programme remains accredited in each country and partner and may as such decide on accreditation review procedures (joint or nationally).

5.14. Publicity material

No publicity material will be designed and distributed by any partner without prior approval of the Programme Board. Nothing in this agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the partners or any of their logos or trademarks without their prior written approval.

5.15. Other responsibilities

Each hosting partner university is responsible for receiving students and arranging its programme. This includes, if applicable, instructions on visa procedures, providing a local admission letter, housing and other services for international students.

Article 6: Costs and financing

Financial and administrative coordination of the master course will be done by the coordinating institution (Ghent University) according to financial management guidelines (Annex 7) and upon decisions made by the Programme Board.

The financial arrangements will be as follows:

The coordinating university receives all incoming money on a central account. The currency of the consortium will be Euros. From the incoming money generated from programme costs paid by the students, the following costs will be covered:

- Institutional participation costs (for example to cover local tuition costs and course participation costs) at each university where the student is following courses at: the coordinating institution will reimburse to each partner university a programme-wide set rate

per semester per student if national legislation allows this. This rate will be decided on a 2-yearly basis by the full programme board, cf. annex 7.

- All costs of jointly organized activities such as the joint school and the annual symposium (both excluding transport).
- Costs for scholar mobility in cases where no alternative funding can be found.
- The administrative costs programme (coordination costs, meetings of the board, etc.).
- Insurance coverage for EMJMD Scholarship holders (in case of Erasmus Mundus funding)
- Scholarships for guest scholars (in case of Erasmus Mundus funding)
- Any other costs decided upon by the Consortium Programme Board

Financial transactions within the programme are clearly earmarked, registered and saved. Proof has to be collected. By law furthermore, the finances of public universities in Flanders are supervised by a Commissioner of the Flemish Community, continuously following up the activities. The CO is responsible for an open accounting system to the partners allowing full transparency of money flows and internal and external control. Detailed guidelines on the financial management are outlined in Annex 7.

Article 7: Intellectual property rights

Each partner shall make the student aware of the intellectual property rights management provisions of this agreement and those in place at the University where he or she is enrolled. Such information shall include ownership rights and royalty sharing arrangements.

Results are owned by the Party, or the employees where applicable, that generates them. In case of results generated from work carried out jointly by two or more Parties, those results shall be jointly owned. The joint owners shall agree in a joint ownership agreement on the allocation and terms of exercise of their joint ownership, in compliance with their obligations under this Agreement.

The joint owners of results will decide whether patent applications are to be submitted for such results, and will appoint from among them the Party which will be tasked with carrying out the formalities of filing, extension and maintenance of new joint patent(s) on such results in their joint names. In case of joint ownership of results, ownership of each of the joint owners shall be determined in good faith, taking into account each owner's relative intellectual and financial contribution to the joint results.

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to use their jointly owned results for research purposes (including sponsored research and research in cooperation with academic third parties) without commercial aim, and teaching on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to use their jointly owned results by way of direct exploitation and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least 45 days prior notice must be given to the other joint owner(s); and
 - compensation under fair and reasonable conditions to be discussed, must be provided to the other joint owner(s).

In any case where, in the opinion of the student and their supervisor(s), novel intellectual property has been created this must be documented as soon as possible after its creation in accordance with each Partner's invention disclosure procedures.

Article 8: Confidentiality – Master thesis and Examination

Most universities will have policies with regards to confidentiality and it is recognized that some of the information may be confidential or be required to be kept confidential. Each partner shall make the student aware of the provisions of this agreement and those in place at the Partner University he or she has matriculated. Where confidentiality of results of any work is an issue the Supervisor of the student should make their institution aware and arrange to put in place a confidentiality agreement. This need may extend to the external examination of the master thesis arising from this programme.

All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the IMBRSea programme during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake for a period of 5 years after the end of the IMBRSea programme:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

Plagiarism of information included in thesis reports or any other reports will not be allowed and may lead to exclusion from the programme. Proper references need to be given in all documents used.

Article 9: Academic misconduct

Academic misconduct by students is regarded as a very serious offence. Academic misconduct in relation to assessment includes, for example: impersonation of another candidate, allowing impersonation by another candidate, copying from another person or communicating with another person (other than an invigilator) during a timed examination, introducing any unauthorised aid into a timed examination, plagiarism, unauthorised replication of a candidate's own work for different assessment tasks, a student allowing work to be plagiarised intentionally or carelessly and fabrication of results obtained from work which has or has not been carried out. Academic misconduct also includes theft, concealment or intentional damage to learning resources or facilities of any sort offered by the Partners, and all such cases shall be dealt with severely.

Cases of alleged academic misconduct of a flagrant or serious nature shall immediately be dealt with according to the disciplinary measures in place at the university where the alleged offence takes place.

Article 10: Protection of Personal Data

The Parties commit themselves to respect the European Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) as well as the national applicable laws.

The Parties may share personal data of individuals involved in the collaboration such as: name, business telephone, address, and email ("Business Contact Information"). Each Party may store and otherwise process such Business Contact Information. The Parties agree that Business Contact Information will only be processed for administrative purposes to the limited extent as required for the performance of this agreement.

Taking into account that the processing of other than Business Contact Information is necessary for the performance of this agreement, the Parties commit themselves to agree and enter into a data processing agreement, which shall amend this agreement, as is reasonably required to reflect each Party's rights and obligations in this respect. In case of any conflict between the data processing agreement and this agreement, the provisions of the data processing agreement shall prevail in relation to the matters covered by the data processing agreement. For all other matters the provision of this Agreement shall prevail.

Article 11: Liability

11.1. Each partner shall be solely liable for any loss incurred by, or damage or injury to, third partners, resulting from its own actions in the execution of this agreement.

11.2. Each partner shall be fully responsible for the performance of any part of its share of the agreement and for the requirements of Insurance and Social Security for its personnel, involved herein.

11.3. With respect to any injury to any person or any damage to any property of any person occurring at any establishment of any of the partners in the course or arising out of the execution of this agreement, the partner at whose establishment the injury or damage occurs, shall be solely responsible for the payment of compensation to such extent as this partner shall be under a legal liability in respect of such injury or damage. A partner's aggregate liability towards the other partners collectively shall be limited to the said partner's share of the total costs (received or contributed) of the project. This article shall not apply with respect to any such injury or damage, the causing of which is attributable to any act of a servant or agent of any of the partners, committed with the intention of causing harm to any person or property or with reckless disregard for the consequences of his act.

Article 12: Entry into force and termination

This agreement shall come into force as of the date of its signature (referred to as T0 no later than 30 June 2020) by all the partners and will be valid as from the academic year 2020-2021 up to and including the academic year 2023-2024. From then on, this agreement shall automatically be renewed every 4 years *unless* a partner wants to opt out. In the event a partner identifies a breach by another partner of its obligations under this agreement, the CO or PB will give written notice to such partner requiring that such breach be remedied within 30 calendar days. If such breach is substantial and is not remedied within that period or is not capable of remedy, the PB may decide to declare the partner to be a defaulting partner and to decide on the consequences thereof, which may include termination of its participation.

In case agreements are being set up in relation to the programme with funding organizations such as the European Community, these will be signed on behalf of the Consortium and specific arrangements regarding management of scholarships will be added in Annex 4 of this agreement.

A partner wanting to opt at the start of a new 4 year period of automatic renewal of this agreement, can do so only by giving prior notice to all parties by July 1st at the latest of the calendar year which precedes the calendar year in which the new validity period of the agreement starts.

Partners will normally not leave the consortium before the end of such a validity period, but, should this be the case, they can only do this by giving prior notice of these plans to all partners within the same notice period as mentioned above. They will then discuss this with the Consortium and appropriate actions will be taken. In these case continuity of the joint programme will be promoted.

This is not the case if the partner institute should leave by force majeure. Either partner shall notify the other partners without undue delay if force majeure should prevent that partner from fulfilling its obligations under the agreement. None of the partners is to be held liable for a breach of contract if the inability to fulfil its obligations is due to force majeure.

The parties ensure that they shall respect human rights. Each of the parties may terminate this agreement with immediate effect if the other party is involved in a serious violation of human rights

In case of withdrawal or early termination the partner institution shall honor all obligations formally agreed upon in advance. Partners shall take all measures to ensure that the education of the students enrolled on the programme is safeguarded, as well as any other of their rights. In particular, the parties concerned must ensure that students enrolled at the time and termination of the agreement are permitted to complete the qualifications for which they are enrolled with support offered by all partners at a level commensurate with the engagements set out in this agreement.

Article 13: Mandatory national law

Nothing in this agreement shall be deemed to require a partner to breach any mandatory statutory law under which the partner is operating.

Article 14: Applicable law and Competent Court

This agreement shall in all respects be construed and operate as an agreement made in Belgium and in compliance with Belgian law. The settlement of any difference or conflict arising from or in connection with this agreement shall be attempted by an amicable effort from the partners.

However, due to the international nature of this agreement, only the International Chambers of Commerce in Geneva are competent to decide on the disputes, which would remain unresolved.

Students receiving a grant from the programme (e.g. Erasmus Mundus) are bound to the rules and regulations from the institute at which s/he is enrolled and to the individual student contract between coordinator and each student. Students shall be informed of these rules and regulations prior to physical arrival at the partner.

Article 15: Amendments and annexes

The IMBRSea PB, consisting of a representative of each partner, has the mandate to add or change annexes to this agreement when necessary. Approval by each signing party is required in case of substantial modifications.

Amendments to this agreement may be added when necessary, upon mutual agreement between the signing parties. For all matters not stipulated in this agreement the IMBRSea PB can decide, eventually upon approval by the official bodies of signing parties, when this is deemed necessary.

Article 16: Assignment

Partners may neither wholly, nor partly assign or pledge its rights and/or obligations under this Agreement to any third party without the prior written approval of PB.

Article 17: Severability

If any provision of this Agreement or part thereof is held invalid, this shall not affect the remaining provisions of this Agreement, but shall, to the extent that the invalidity substantially affects Partner's yield from or performance of the contract, be reasonably adjusted.

Article 18: Entire Agreement

This Agreement, including any separate agreements concluded by the Partners within the framework of the collaboration, constitutes the entire agreement of all the matters that concern the cooperation between the Partners.

The content of this Agreement and its appendices shall supersede all previous written or oral commitments and undertakings.

Annexes

Annex 1 Bilateral agreement to the Consortium Agreement

Annex 2 Overview of the educational responsibilities of each partner university

Annex 3 Overview of the full IMBRSea course programme

Annex 4 Applicable funding schemes

Annex 5 Specific requirements for English Language proficiency

Annex 6 Programme costs for European and non-European students

Annex 7 IMBRSea budget plan

Annex 8 Grades conversion table academic year 2020-2021

Annex 9 Joint diploma model

Annex 10 Thesis Guidelines

Annex 11 Professional Practice Guidelines

Annex 12 Professional Practice Regulations

Approved by

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Dr. Stéphane Azoulay, Vice President for Education of Université Côte d'Azur

1. Date: 25/11/2020



Prof. Dr. Rik Van de Walle, Rector of Ghent University

2. Date: 23.07.2020



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Paulo Águas



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7. Date:

Prof. Dr. Dag Rune Olsen, Rector of Universitetet I Bergen

8. Date:

Mr. Matthieu Gallou, President Université de Brest (Université de Bretagne Occidentale (UBO))

9. Date:

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10. Date:

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11. Date:

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Prof. Dr. Gian Luca Gregori, Rector of Università Politecnica delle Marche

7. Date:

26/06/2020



Prof. Dr. Dag Rune Olsen, Rector of Universitetet i Bergen

8. Date:

Mr. Matthieu Gallou, President Université de Brest (Université de Bretagne Occidentale (UBO))

9. Date:

Prof. Dr. Mette Sandoff, Pro-Vice Chancellor University of Gothenburg

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Prof. Dr. Miren Nekane Balluerka Lasa, Rector of Universidad del País Vasco/Euskal Herriko Unibertsitatea

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Mr. Matthieu Gallou, President Université de Brest (Université de Bretagne Occidentale (UBO))

9. Date:

15.6.2020 Gothenburg

Mette Sandoff
Prof. Dr. Mette Sandoff, ~~Pro~~-Vice-Chancellor University of Gothenburg

Deputy



UNIVERSITY OF
GOTHENBURG

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21/10/2020



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Université Côte d'Azur
Stéphane AZOULAY
Vice-Président Formation
Par délégation du Président



Dr. Stéphane Azoulay, Vice President for Education of Université Côte d'Azur