



European Commission

**ERASMUS
MUNDUS**

DESEM Partner Country Scholarship Student Agreement

MSc in Dependable Software Systems

ERASMUS MUNDUS MASTERS COURSE

Academic Year 2015-2016

The Dependable Software Systems (DESEM) Consortium coordinated by The National University of Ireland Maynooth (MU), in collaboration with the University of St Andrews (UStA) and Université de Lorraine (UL) represented by Dr Diarmuid O'Donoghue, DESEM Coordinator (MU) OR Dr Juliana Bowles, Programme Director (UStA) OR Dr Didier Galmiche, Programme Director (UL), of the one part

Surname: _____

First name: _____

Date of birth: _____

Place of birth: _____

Nationality: _____

Passport number: _____,

the student, of the other part,

HAVE AGREED to the following terms and conditions.

1. The Student commits him/herself to duly attend the academic programme and the prescribed lectures, seminars, summer sessions and examinations of the *MSc in Dependable Software Systems*, having a duration of two academic years, beginning on 12th September 2016, in at least two of the following participating Universities of the DESEM consortium, in accordance with the programme of studies supported by the European Commission: the Maynooth University (MU, Ireland), the University of St Andrews (UStA, Scotland) and the Université de Lorraine (UL, France). The Student is obliged to reach the expected performance results in order to be allowed to continue participation in the joint programme.

2. The attendance referred to in the previous article is recognised by the respective Universities as an integral part of the qualification for which the Student is preparing, and remains so, as long as the Student is successful in the respective examinations and/or assessments.
3. It is the responsibility of each individual student to ensure that they familiarise themselves with any course work missed should they be unable, for any reason, to arrive in time for the commencement of the Programme. Arrangements should be made, by the student, with lecturers regarding any missed continuous assessments to ensure all course work is covered. Students are not permitted to use late arrival to the Programme as grounds to appeal grades awarded by the University Examination Board.
4. To participate in the academic programme of the DESEM Erasmus Mundus Masters, which is approved by the European Commission under the Framework Partnership Agreement (FPA 2010-0202) contracted between the Education, Audiovisual & Culture Executive Agency (EACEA) of the Commission of the European Communities and the Coordinating Institution (MU), the Student receives a scholarship to the maximum total value of 49,000 Euros, donated to the DESEM Consortium, consisting of the Universities mentioned above, by the Commission of the European Communities.
5. The monthly allowances of the scholarship for living costs are paid to the Student in twenty four monthly instalments of 1000 Euros each. The payments of the monthly instalments should begin within 30 days of the commencement of the first academic year as stated in the article 1 of the present Agreement but not before the completion of registration at the first host University. These monthly instalments are paid by bank transfer to the Student's personal bank account details of which must be provided at time of registration, payments cannot commence until such time as students provide their bank details and complete all necessary documentation. The contribution to the Student's travel is based on the distance of travel from the students residence to the host university. The contribution will be 2,000 Euros per annum for distances of less than 4000kms and 3,000 Euros per annum for distances greater that 4000kms. The payment of the annual travel contribution should be made at the beginning of each academic year. Installation costs of 1,000 Euros per programme should be made in two separate instalments of 500 Euros per annum at the beginning of the each academic year. The above payments should **not** be made before the signature of the student agreement and the end of the registration process at the host University.
6. The Student agrees that the DESEM Consortium retains the contribution of 4,500 Euros per semester of the scholarship to cover the participation costs to the DESEM Erasmus Mundus Masters programme. These participation costs include any compulsory administrative and operational costs related to the participation of the Student in the DESEM Erasmus Mundus Masters programme (e.g., admission, registration, university tuition, course exams, thesis examination, library and computer access, insurance coverage, etc.). The insurance scheme selected by the Coordinating Institution covers adequately the Student in case of accident, injury, hospitalisation and illness while participating in the DESEM Erasmus Mundus Masters Programme. Any other costs that may be charged in addition (e.g., for participation in fieldwork activities and summer sessions), being compulsory or voluntary, are communicated to the Student at the application stage. These costs and any other costs, such as document application, visa and residence permits, books, local transportation, travel to the host universities and accommodation, including the travel and accommodation expenditures to participate in the two summer schools are **not** covered by these participation costs.

7. The Student will obtain assistance from the International Office of the host universities with all administrative formalities that he/she may need, such as the information on visa and residence permits, bank accounts and accommodation facilities.
8. The Student agrees to the mandatory participation in programme surveys/evaluations, as well as the joining of the Erasmus Mundus Students and Alumni Association.
9. Under the present Agreement, the Student is obliged:
 - to obtain his/her residence permit from the national and local Authorities upon his/her arrival in the host countries if required;
 - to participate in the orientation and welcome meetings as well as informative and official meetings and events;
 - to attend assiduously, and with the objective of successfully passing, the courses, seminars, summer sessions and the thesis inherent in the programme of studies;
 - to refuse any other scholarship or subvention financed by the Commission of the European Communities under other Community programmes.
10. The participating Universities of the DESEM consortium shall announce, on the DESEM website, the academic calendar by the first week of the academic year, including the course schedule and location as well as the examination periods. The Coordinating Institution in consultation with the organizing Institution shall announce the period and location of each summer school within the first three months of each academic year. The Consortium is obliged to provide the Student with the necessary support to facilitate his or her mobility to, and installation in the different hosting Universities.
11. Each participating University of the DESEM consortium shall post the description of its own courses of the DESEM academic programme before the beginning of each academic year. The course description includes the objectives and the structure of the course as well as the methods and examination conditions. Each participating University of the DESEM consortium shall also post the guidelines for the thesis examination before the beginning of each academic year. The Master thesis is examined and evaluated by at least three academics, including the thesis' supervisor from the host participating University and a thesis' adviser from another participating University.
12. The scholarship does not create or entitle an employer-employee relation between the host Universities and the Student, and therefore is not subject to direct taxation.
13. The Student is not entitled to embark on any vocational occupation with a regular salary in parallel to the studies under the DESEM Erasmus Mundus Masters Programme.
14. Any alteration to the present Agreement or respective Annexes must be communicated in writing. All alterations to the initial situation must be immediately communicated by the Student to the Coordinating Institution and the host Universities. Upon mutual agreement of contractual modifications, the Coordinating Institution issues an *addendum* to the present Agreement.
15. Any deliberate failure on the part of the Student to fulfil the conditions expected in terms of attendance at the DESEM Erasmus Mundus Masters Programme, in particular non-fulfilment of the conditions stipulated in the present Agreement and Student Handbook, constitutes sufficient reason for action to be taken towards resolving the issue and could lead to the exclusion of the Student from the DESEM Erasmus Mundus Masters Programme and the reimbursement of the scholarship awarded.

16. The DESEM Programme has been carefully designed in coordination with the funding agency (the EACEA) to ensure that students have adequate time allocated to holidays and for their academic programme. An academic calendar will be made available to all students at registration. To ensure payment of scholarship funds students are required to be in attendance at all required times as listed on the academic calendar. Permission for absence from lectures must be requested prior to the absence, except in emergency medical situations, all requests will be reviewed by the student's Programme Co-ordinator who is under no obligation to approve such requests. Requests should be submitted in writing to the student's Programme Co-ordinator at least two weeks in advance. Absence due to illness must be verified by Medical Certificate.

The academic programme also includes periods of project work where there are no formal lectures to attend, during this time students are required to be on campus and in regular contact with their Project Supervisors. In the case of extraordinary personal circumstances, which require the Student to be absent from campus, documentation must be provided to explain the absence and to convince the EACEA, Visa Authorities and University staff that measures have been put in place to fulfil the student's programme requirements. Should the student be absent for any period of required time, without extenuating circumstances or prior permission, it will be assumed that the student has left the programme by their own demand and as a result scholarship payments will be suspended indefinitely from the first date of absence. A decision regarding the reinstatement of scholarship payments will only occur if/when the student returns to the University and the circumstances of the absence have been reviewed and approved by the relevant Programme Co-ordinator.

17. As student dissertations will be examined at the programme wide summerschools it is essential that all students attend. Students must pass both summerschools in order to progress on the course. If students are unable to attend the summerschool due to personal circumstances (illness, bereavement etc.) we will ask them to take part via video conference. Students will have to request special permission in this case and have documentation to back up their circumstances.
18. In case of exclusion or withdrawal of the Student from the DESEM Erasmus Mundus Masters Programme, on his/her own decision or force majeure, the Student hereby makes a commitment on his/her honour to reimburse the host University the excess funding from the scholarship allocated to him/her, which consists in any funds of the scholarship received in terms of monthly allowances covering the period following the months of the date of exclusion or withdrawal. Students who fail to meet the required standard to pass the first 60 ECTS (year 1) in the first sitting will not normally progress to year 2. While students may have the opportunity to repeat exams there is no guarantee that their scholarship will be retained or that they will progress to year 2.
19. Upon exclusion or withdrawal, the Student shall in due time and before his/her departure pay for all his/her financial obligations, in particular:
- the rent of his/her accommodation,
 - the bank fees corresponding to his/her accommodation insurance,
 - the bank charges to pay for any of his/her bank accounts and credit cards.
20. For the student's information, the Framework Partnership Agreement (FPA 2010-0202) between the Coordinating Institution and EACEA which funds the DESEM programme, imposes upon the Coordinating Institution, following the exclusion or the withdrawal of a student from the programme:
- to reallocate the remaining funds of the scholarship allocated to that Student to another new suitable student;

- to refund the EACEA of the Commission of the European Communities with the remainder of the scholarship allocated to that Student if no new applicant is enrolled as a replacement.

21. Without prejudice to the general consequences laid down in national law applicable in the present Agreement, the Coordinating Institution reserves the right to cease the effects of the present Agreement, without recourse to any juridical procedure apart from adequate communication to the Student. Failing agreement by both parts, the Irish courts are designated as the only competent authorities to resolve any legal dispute between the Coordinating Institution and the Student emerging from the present Agreement. The present Agreement is governed by Irish Law.
22. The Coordinating Institution and the participating Universities are exonerated from 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 the object of the present Agreement. The Student is obliged to accept the necessary insurance related to the activities for the full duration of the study period.

The signatories declare that they have read and accept the conditions laid down in the present Agreement.

First Signatory

Date:
(Stamp of Institution)

Dr Diarmuid O'Donoghue
Maynooth University

OR Dr Juliana Bowles
University of St Andrews

OR Dr Didier Galmiche
Université de Lorraine

Second Signatory

Date:

Student Name: (Block Capitals) _____