

CONSORTIUM AGREEMENT

Governing the financial, technical, managerial, academic, operational and administrative implementation of the

Erasmus Mundus Japan – Master of Science in Imaging and Light in Extended Reality / IMLEX

during the period of implementation of the Grant Agreement 2019 - 2025



IMLEX

Master of Science in
Imaging and Light in
Extended Reality

ERASMUS MUNDUS JAPAN



UNIVERSITY OF
EASTERN FINLAND



Master technology. create technology

TOYOHASHI
UNIVERSITY OF TECHNOLOGY

KU LEUVEN



UNIVERSITÉ
DE LYON



**UNIVERSITÉ
JEAN MONNET**
SAINT-ÉTIENNE



With the support of the
Erasmus+ Programme
of the European Union

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By & between

University of Eastern Finland
P. O. Box 111, FI-80101 Joensuu,
FINLAND
(Hereinafter referred to as "the *Coordinating Institution*")

represented for the purposes of signature of this agreement by:
Jukka JURVELIN

Toyohashi University of Technology
1-1 Hibarigaoka, Tempaku-cho,
Toyohashi, Aichi, 441-8580,
JAPAN
(Hereinafter referred to as "*Full Partner*" and "*Japanese
Coordinating Institution*")

represented for the purposes of signature of this agreement by:
Kazuhiko TERASHIMA

KU Leuven
Oude Markt 13, 3000 Leuven,
BELGIUM
(Hereinafter referred to as "*Full Partner*")

represented for the purposes of signature of this agreement by:
Luc SELS

University Jean Monnet Saint-Etienne
10, Rue Tréfilerie -CS 82301
42023 Saint-Etienne Cedex 2,
FRANCE
(Hereinafter referred to as "*Full Partner*")

represented for the purposes of signature of this agreement by:
Michèle COTTIER

(Hereinafter collectively referred to as the "*Full Partners*")

Relating to the Consortium having the Secretariat at:

University of Eastern Finland
School of Computing,
Joensuu Campus,
Yliopistokatu 2,
P. O. Box 111, FI-80101 Joensuu,
FINLAND

WHEREAS:

- A. The *Full Partners* have successfully submitted a proposal to the European Commission as part of the Erasmus+ Programme, Key action KA1 Learning Mobility of Individual, action: Student and staff mobility in Joint Master Degrees, ACTION TYPE: Joint Master Degrees – Partnership with Japan 2019 under the Call for proposals EAC/A03/2018 (submission number: 612957-EPP-1-2019-1-FI-EPPKA1-JMD-MOB-JP)
- B. The *Full Partners* wish to enter into a *Consortium Agreement* which describes the policies, procedures, terms and conditions with respect to offering an integrated European Master Degree;

Hereby agree

to the *General Provisions*;

to the *Special Conditions* governing relationships between *Full Partners*;

to the *Special Conditions* governing relationships between the *Full Partners* and the *Associated Academic Partners*;

to the *Special Conditions* governing relationships between the *Full Partners* and *Associated Industrial Partners*;

with regard to their roles and duties described in the terms and condition set forth below and the following annexes:

Annex A. definitions;
Annex B. sustainability plan;

which form an integral part of this *Consortium Agreement*.

These terms shall take precedence over those set out in the Annexes.

A. GENERAL PROVISIONS

SECTION I. PURPOSE & SCOPE

Article I.1. Purpose

I.1.1. This *Consortium Agreement* describes the relationships, including the financial framework and institutional commitment between the *Consortium Members*, in line with:

- (a) the Principles of the European Charter for Higher Education (ECHE);
- (b) the guidelines and good practices (including the English version of Erasmus+ programme guide version 2 – 2019, the Guidelines for EMJMD consortium agreement and the *Administrative and Financial Handbook* published by the Education, Audiovisual and Culture Executive Agency, entrusted with the implementation of programmes and activities on behalf of the European Commission (hereinafter referred to as the *Agency*);
- (c) the IMLEX proposal to the Call EAC/A03/2018 (submission number: 612957-EPP-1-2019-1-FI-EPPKA1-JMD-MOB-JP);
- (d) the EACEA Letter of acceptance (of 30.07.2019);
- (e) the *Grant Agreement* nr 2019 – 1908 / 001 – 001, EMJMD PROJECT NUMBER - 612957-EPP-1-2019-1-FI-EPPKA1-JMD-MOB-JP between the *Agency* acting under powers delegated by the European Commission and University of Eastern Finland, the *Coordinating Institution*, and the *Full Partners* duly represented by the *Coordinating Institution* by virtue of mandates;
- (f) the *Administrative and Management Board* kick-off meeting's decisions held on October 22-23, 2019 at UEF, Finland, as per minutes recorded and made public;
- (g) Act on Regulation of Execution of Budget Pertaining to Subsidies. Etc. and related governmental rules and regulations in relation to the funds of the Inter- University Exchange Project;
- (h) Rules and Regulations of the Inter-University Exchange Project set by Ministry of Education, Culture, Sports, Science and Technology (MEXT) and Japan Society of the Promotion of Science (JSPS);
- (i) the Guidelines and notes on the implementation of the Inter-University Exchange Project (IUPE) set by MEXT and JSPS;
- (j) the Rules and Regulation on JASSO grant;

and cover all academic, operational, administrative and financial aspects related to the implementation of the two-year full time, excluding the preparatory study period at TUT, of Erasmus Mundus – Japan Joint Master Degree in Imaging and Light in Extended Reality (hereinafter referred to as “the *Programme*”), selected by and with the financial and institutional support of the European Commission and MEXT. The Programme is centrally managed in Brussels by the *Agency* and in Japan by MEXT and JASSO.

I.1.2. The development of this highly integrated international Master *Programme* has mutual benefits to further the institutional goals of the *Consortium Members*. The *Consortium Members* recognized that this *Consortium Agreement* is a key instrument to ensure robust institutional embedding and a stable basis for an effective cooperation mechanisms within the partnership to ultimately ensure the best possible quality of academic services to *Students* enrolled in the *Programme* and catalyze partners' institutional cooperation.

I.1.3. This *Consortium Agreement* will be implemented within the legal requirements at each *Consortium Members'* institution. The provisions of this *Consortium Agreement* shall not be construed so as to diminish the fully autonomous position of any of the *Consortium Member*. The English version of this *Consortium Agreement* is legally binding as English is the working language of the *Consortium*.

Article I.2. Entire agreement

I.2.1 This *Consortium Agreement* contains the entire agreement of the *Consortium Members*. No other agreement, statement, or promise made on or before the effective date of this *Consortium Agreement* will be binding on the *Consortium Members*.

Article I.3. Effective date and validity terms

The *Consortium Agreement* shall enter into force on the date on which the last *Consortium Member* signs and ends the 30.09.2025.

Article I.4. Amendment

I.4.1. This *Consortium Agreement* may be modified by subsequent agreement/s of the *Consortium Members* either at the time of renewal or while the agreement is in effect, only by an instrument in writing signed by legal representatives of all of them and approved by the *Academic and Management Board* and, if applicable, notify to the *Agency*.

I.4.2. Decisions regarding amendment of the *Special Conditions governing relationships between Full Partners* shall be taken unanimously during an *Academic and Management Board* meeting, all *Full Partners* must be represented at the meeting. These decisions shall not be endorsed by *Associated Partners* as long as they do not alter the *Special Conditions governing relationships between the Full Partners and Associated Partners*.

Article I.5. Membership of a new Consortium Member

New memberships are subject to unanimous approval by the *Academic and Management Board*. New members can have either *Full Partners* or *Associated Partners* status. An *Associated Partner* may be granted a *Full Partner* status, with a unanimous approval by the *Academic and Management Board*. A third-party wishing to enter this *Consortium Agreement* as an *Associated Academic Partner* must agree and sign the *Special Conditions governing the relationships between Full Partners and Associated Academic Partners*. A third party wishing to enter this *Consortium Agreement* as an *Associated Industrial Partner* must agree and sign the *Special Conditions* governing the relationships between *Full Partners* and *Associated Industrial Partners*.

Article I.6. Withdraw of Consortium Members

I.6.1. A *Full Member* may withdraw (in writing) with *Academic and Management Board's* consent or for good cause, giving six (6) month's written notice to the *Academic and Management Board* and the *Coordinating Institution*. Good cause includes *Full Partner's* breach of this agreement, refusal to cooperate or to follow *Academic and Management Board* or *Quality Assurance Board* decisions on a material matter or any fact or circumstance that would render the *Consortium Members* actions unlawful or unethical.

I.6.2. An *Associated Partner* may withdraw at any time giving thirty (30) day's written notice to the *Academic and Management Board* and the *Coordinating Institution*.

I.6.3. However, any *Consortium Member* wishing to withdraw but which is hosting *Students* who have commenced a *mobility* (commencing one (1) month before the planned physical arrival of the student) at the time of the *Consortium Member* notice of withdrawal must ensure that they are entitled to complete the semester, obtain the credits and diploma at the corresponding hosting institution.

Article I.7. Termination

In case all *Full Partners* should agree during an *Academic and Management Board* to terminate this *Consortium Agreement* and so the *Programme*, they are obliged to make arrangement for all *Students* who have commenced the *Programme* to complete their courses of study and obtain the diploma in a satisfactory way.

Article I.8 Data Protection

All the personal data disclosed during this Project will be treated according to the Regulation EU no. 2016/679 (General Data Protection Regulation), being applicable also the national law that adapts the Regulation into each national legal system. Each Consortium Member will adopt the role of data controller in relation to any personal data processed by the Consortium Member as part of such Consortium Member's participation in the Programme. If a Consortium Member detects that their processing activities require a specific separate contract, including but not limited to data processing agreement or data sharing agreement, such Consortium Member shall notify the other Consortium Members it reasonably deems may be affected thereby without undue delay, and such affected Consortium Members shall undertake to establish such specific separate contract without undue delay. All Consortium Members are required to keep appropriate documentary evidence of data generation and handling.

SECTION II. STRUCTURE AND ORGANIZATION OF THE CONSORTIUM

Article II.1. Consortium membership

II.1.1. The *Consortium* is composed of a number of institutions, primarily Higher Education Institutions and socio-economic or private commercial entities acting in the field of the computer science and photonics applied research and its commercialization at large. The *Consortium Members* have different roles and obligations depending on their status:

II.1.2. The *Coordinating institution* is the organization responsible for the overall management of the project in the *Consortium*. The *Coordinating Institution* acts as the main beneficiary in the contractual and financial relations between the *Consortium* and the *Agency*. University of Eastern Finland is the *Coordinating institution*. The *Coordinating Institution* have signed a multi-beneficiary *Grant Agreement* on behalf of the *Full Partners of EU*. Toyohashi University of Technology is the Japanese *Coordinating institution*, managing the budget and agreements with MEXT and JSPS. In this agreement, the title *Coordinating Institution* is referring to UEF.

II.1.3. *Full Partners* are Higher Education Institutions in EU and Japan that have an instrumental role in the *Programme* implementation, delivery and success and need a solid basis for effective and integrated management. *Full partners* are notably in charge of hosting the *Students*, organizing one semester of teaching and administrative support and to deliver a national master degree to the *Students* who have been hosted in their institution as part of their chosen mobility scheme. *Full Partners* of the *Consortium* are University of Eastern Finland, Toyohashi University of Technology, KU Leuven, and University Jean Monnet Saint-Etienne.

II.1.4. *Associated Academic Partners* are Higher Education Institutions that contribute indirectly to the promotion, implementation, monitoring, evaluation activities and/or sustainable development of the *Programme* and who are signatory of this *Consortium Agreement*. They must demonstrate, prior to membership, an expertise in imaging, light, and XR in a broad sense, i.e. they must be associated with a research laboratory and/or faculty, and/or curriculum in line with the academic project embedded by the *Programme*. In contrast to *Full Partners*, *Associate Academic Partners* are not entitled to benefit directly from the *Grant Agreement*. Their roles and obligations are specified in the *Special Conditions governing relationships between the Full Partners and the Associated Academic Partners*. Further cooperation and integration between *Full Partners* and *Associated Academic Partners* can be provisioned in ad-hoc and separate bilateral/multilateral agreements.

II.1.5. *Associated Industrial Partners* are socio-economic or private commercial entities that contribute indirectly to the teaching, supervision, promotion, implementation, monitoring, evaluation activities and/or sustainable development of the *Programme* and who are signatory of this *Consortium Agreement*. *Associated Industrial Partners* must operate, in a broad sense, in the sector of Imaging, Light and XR, i.e. their activities in research and development, their technologies, process or products must be, at least partially, based on an expertise in these fields. In contrast to *Full Partners*, *Associate Industrial Partners* are not entitled to benefit directly from the *Grant Agreement*. Their roles and obligations are specified in the *Special Conditions governing relationships between the Full Partners and the Associated Industrial Partners*. Further cooperation and integration between *Full Partners* and *Associated Industrial Partners* can be provisioned in ad-hoc separate bilateral/multilateral agreements.

Article II.2. Consortium staffing

II.2.1. *Consortium Members* shall make appropriate internal arrangements to ensure that consortium representatives, that are directly involved in the management of the *Programme*, and supporting local teaching and administrative staff, that are indirectly involved in the activities of the *Programme*, have sufficient and dedicated time and resources to contribute to the best of their abilities to the achievement of the *Consortium* objectives.

II.2.2. Local Academic Coordinators and Local Administrative Coordinators

- (a) *Local Academic Coordinators*, representative of each *Full Partner* and *Associated Academic Partner*. *Local Academic Coordinators* represent their Higher Education Institution and have full mandate to take decision, notably regarding their institution ability and commitment to participate to the *Programme* with regards to their engagement. *Local Academic Coordinators* are supported by *Vice Local Academic Coordinators* to whom they can temporarily delegate their responsibilities. One individual might act as the

same time as the *Consortium Coordinator* and *Local Academic Coordinator*, and *Local Academic Coordinator* and *Quality Assurance Board Vice-Head* and perform the duties incumbent to both positions.

- (b) *Local Administrative Coordinators*, one (1) for each *Full Partner*. *Local Administrative Coordinators* are the primary and main focal points of the *Students* with regards to administrative and student's affairs services.

II.2.3. Responsibilities

Each *Consortium Members* shall bear sole responsibility for ensuring that its contractual arrangements are in line with applicable collective labour agreements or national laws.

Consortium Members agree to finance, from the *Consortium budget* and Japanese funds that are managed by the Coordinating institution and the Japanese Coordinating Institution, respectively, at least:

- (a) One (1) full time position for the overall administrative coordination of the *Programme*, recruited by the *Coordinating Institution*. The *Administrative Coordinator* is based in the *Coordinating Institution*, his/her roles and duties include:
- the overall administrative coordination and implementation of the *Programme* project cycles in cooperation with the *Consortium Members*.
 - the support to development projects such as the marketing, visibility and dissemination of the *Programme*, and
 - the international facilitation and delivery of *Students'* administrative services.
- (b) One (1) full time position for the overall administrative coordination in Japan, recruited by and based in the Toyohashi University of Technology. His/her roles and duties include:
- the overall administrative coordination and implementation of the *Programme* project cycles in Japan in cooperation with the *Consortium Members*.
 - the support to development projects such as the marketing, visibility and dissemination of the *Programme* especially in Japan and
 - the international facilitation and delivery of *Students'* administrative services.
- (c) One (1) *Quality Assurance Board Head*, recruited by the *Academic and Management Board* and may be compensated for short-term assignments.
- (d) One (1) *Learning Outcomes Coordinator*, recruited by the *Academic and Management Board* and may be compensated for short-term assignments.

Article II.3. Consortium governing bodies

II.3.1. Terms of References - Academic and Management Board

II.3.1.1. Membership

The *Consortium Members* have established an *Academic and Management Board* composed of:

A. permanent members

- the *Academic Coordinator*, representative of the *Coordinating Institution*; *Head of the Academic and Management Board*;
- the *Local Academic Coordinators*, representatives of each *Full Partner*;
- the *Vice Academic Coordinators*, representatives of each *Full Partner*, and
- the *Administrative Coordinator*.

B. *ad-hoc members* (depending on the agenda, invited by any *permanent member* and upon agreement by other *permanent members*):

- one (1) alumnus and one delegate from each current cohorts, elected by his/her peers, at least one representative present at a meeting per academic year;
- the *Local Administrative Coordinator* from the university hosting the *Academic and Management Board*;
- Associated Academic Partners' Local Academic Coordinators*, at least one representative present at a meeting per academic year;

- (h) *associated Industrial Partners'* representatives, at least one representative present at a meeting per academic year, and
- (i) any *Full Partners'* and *Associated Academic Partners'* academic and administrative staff involved in the *Programme*.

Representatives from each *Full Partners* and *Associated Partners* have been agreed during the kick-off meeting of the *Consortium*. A list and contact details of the *Consortium Members'* representatives is available in the IMLEX coordination e-platform.

Each *Consortium Members* shall have the right to replace its representative and/or to appoint a proxy, after having informed the others. New representative is subject to unanimous approval by the *Academic and Management Board*. Each *Consortium Member* shall use all reasonable endeavors to maintain the continuity of the representation.

II.3.1.2. Venue and frequency of boards

The *Academic and Management Board* is chaired by the *Local Academic Coordinator* where the meeting is held.

The *Academic and Management Board* shall meet at least twice a year or virtually at any other time when necessary at the request of the head of the *Academic and Management Board* or of one of the *Full Partners*. Meetings shall be convened by the head of the *Academic and Management Board* with at least one (1) month notice. Meetings are held alternately in *Full Partners'* administrative office or at another convenient place unanimously agreed on.

Minutes of the meetings and subsequent agendas shall be transmitted to the representatives of the *Consortium Members*. The minutes are considered as accepted by the *Consortium Members* if, within fifteen (15) calendar days from receipt, no *Consortium Members* has objected in a traceable form to the *Coordinating Institution*.

II.3.1.3. Voting rules

In voting, each *Full Partners* shall have one vote. A meeting cannot be constituted without a quorum of *Full Partners* being present physically or by any suitable remote access. A quorum consists of minimum of representatives of three (3) *Full Partners*. Decisions with respect to disposition and terms of the *General Provisions*, *Special Conditions governing relationships between Full Partners* and final decisions on financial and budgetary issues must be voted for on a unanimous basis and all *Full Members* must be represented at the meeting. Other decisions shall be taken by the majority of the votes of the *Full Partners* present during an *Academic and Management Board*.

II.3.1.4. Missions

The *Academic and Management Board* shall be in charge of the overall direction, over-arching academic design of the *Programme* and the strategic development of the *Programme*. The *Academic and Management Board* shall take responsibility for the successful running of all *Programme* related activities.

To that end, the *Academic and Management Board* shall be responsible for - although not limited to - :

A. at academic level

- (a) defining the *Programme* structure, ensuring consistency of the courses sequence, ensuring quality of teaching, ensuring credit recognition within each *Hosting Institution* and *Learning Outcomes* assessment criteria and rules;
- (b) supervising any changes on teaching offer that may occur in each *Hosting Institution* and validating courses syllabuses and associated *Learning Outcomes*;
- (c) selecting the *Students* and guest lecturers and to validate their *mobility*. The final student selection will be conducted at the *Hosting Institutions*, according to their rules and regulations
- (d) tracking the academic achievements of *Students*, and
- (e) resolving and stating on disputes that may arise from *Students*; providing *Students* with an appeal procedure in case of conflict. This cannot, however, prevent the student from bringing the dispute under the proper and independent procedure of dispute resolution.

B. at management level

- (f) supervising the administrative implementation of their decisions; stating upon budget management and notably *Participation Costs*, *Consortium Scholarships* and disbursements between *Full Partners*;
- (g) reviewing and proposing to the *Full Partners* models for funding, budget transfers and other financial arrangements relevant to the *Programme*;
- (h) discussing *Quality Assurance Board* recommendations and taking corrective decisions;
- (i) discussing the membership of new *Associated Partners* to the *Consortium*;
- (j) making proposals to ensure the long term sustainability of the *Programme*, and

- (k) making proposals to the *Full Members* for the review and/or amendment of the terms of the *Consortium Agreement*.
- (l) resolving upcoming disputes among partners and/or associated partners

II.3.1.5 Veto rights

A member of the *Academic and Management Board* which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected or its national or internal regulations would prevent the action suggested by a decision of *Academic and Management Board* may exercise a veto with respect to the corresponding decision or relevant part of the decision.

In case of exercise of veto, the members of *Academic and Management Board* shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its members.

A Party may neither veto decision relating to its identification to be in breach of its obligations nor to its identification as a defaulting Party. The defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

II.3.2. Quality Assurance Board - Terms of References

II.3.2.1. Membership

The *Consortium Members* have established a *Quality Assurance Board* composed of:

A. permanent members

- (a) *Quality Assurance Board Head*;
- (b) *Quality Assurance Board Vice-Head*;
- (c) *The Learning Outcomes Coordinator*;
- (d) *Local Academic Coordinators* representatives of each *Full Partner*;
- (e) *Vice Local Academic Coordinators*, representatives of each *Full Partner*, and
- (f) *Alumnus* and one (1) delegate from each current cohort at least one representative present at a meeting per academic year.

B. ad-hoc members (depending on the agenda upon decision of *Quality Assurance Board Head* or *Vice-Head*),

- (g) Any *Full Partners*' and *Associated Academic Partners*' academic and administrative staff involved in the Programme, and
- (h) (g) *Associated Industrial Partners Representatives*, at least one representative present at a meeting per academic year.

II.3.2.2. Venue and frequency of boards

The *Quality Assurance Board* convenes physically at least at the same time and place than the *Academic and Management Board* or virtually at any other time when necessary at the request of the head of the *Quality Assurance Board*.

Minutes of the meetings and subsequent agendas shall be transmitted to the representatives of the *Consortium Members*. The minutes are and considered as accepted by the *Consortium Members* if, within fifteen (15) calendar days from receipt, no *Consortium Members* has objected in a traceable form to the *Coordinating Institution*.

II.3.2.3. Voting rules

In voting, each *Full Partner*, the *Quality Assurance Board head* and the *Learning Outcomes Coordinator* shall have one vote. A meeting cannot be constituted without a quorum of *Full Partners* being present. A quorum consists of minimum of representatives of 3 *Full Partners*.

II.3.2.4. Missions

The *Quality Assurance Board* leads the quality management and quality enhancement policy design and implementation in line with this *Quality Assurance Policy* which reflects the *Consortium* recognition that an active and strategic engagement towards quality assurance is instrumental to the fulfillment of the *Consortium* mission.

To that end, the *Quality Assurance Board* shall be responsible for - although not limited to - :

- (a) ensuring the design and implementation of an efficient, relevant and auditable *Quality Assurance Policy* to develop good practices and methodological innovation;
- (b) disseminating the quality procedures, the results of the monitoring plan, annual quality assurance reviews, and corrective actions plan;
- (c) ensuring convergence of this *Quality Assurance Policy* with the Erasmus Mundus Quality Assessment (EMQA), throughout all dimensions of the *Programme* (teaching methodologies, learning methodologies, training methodologies, *Learning Outcomes* evaluation, etc.);
- (d) fostering the quality of learning and teaching activities, formal, non-formal and informal *Learning Outcomes*, teaching coordination among semesters and partners;
- (e) fostering the quality of the overall academic coordination, board-level coordination, *Full Partners'* integration and engagement;
- (f) ensuring the adequacy of the *Learning Outcomes* with the needs of *Associated Industrial Partners* and targeted employers in general, assessing the relevance of changes or updates proposed within the curriculum;
- (g) ensuring that all stakeholders (*Students*, alumni, teaching staff, etc.) are engaged in a participatory way to the *Quality Assurance Policy*, and
- (h) applying effectiveness, efficiency and transparency as key management principles.

The *Quality Assurance Board* defines:

- (a) the indicators and targets for the internal monitoring and annual quality review of the *Programme* and notably the student's feedbacks through questionnaires and focus groups design and implementation;
- (b) the *Learning Outcomes* Evaluation indicators and process.
- (c) the procedures to evaluate the development and quality of the program;
- (d) the criteria and the actualization and improvement procedures of the program;
- (e) the analysis procedures to evaluate the professional insertion of all the graduates from the Master and their satisfaction level for the education received;
- (f) the mechanisms for administrative management and the certification of the results;
- (g) the procedures for the evaluation of teaching and teachers; and
- (h) the procedure for the evaluation of formal, non-formal and informal learning outcomes.

SECTION III. PROGRAMME STRUCTURE

Article III.1. Programme name

The *Programme* must be solely referred to any third parties as "Erasmus Mundus Japan - Master of Science in Imaging and Light in Extended Reality /IMLEX". At any time throughout the period of implementation of the *Grant Agreement*, the *Programme* name will be preceded by the mention "Erasmus Mundus Joint Master Degree – Partnership with Japan" or "EMJMD - IUPEP" for short.

Article III.2. Programme general description

III.2.1. ECTS awarded

The *Programme* is a 24 months (2 years), excluding the preparatory period at the Japanese Coordinating Institution, full-time Master of Science study programme and is awarded by 120 ECTS (30 Credit Units in Japan).

III.2.2. Programme objectives

Considering the new challenges due to rapid technological changes and fast development of new technical solutions for applications ranging from engineering to creative industries, there is a strong need for the IMLEX master program relating to imaging, lighting, extended reality and their related technical and technological solutions. This program will contribute to the competitiveness of Europe and Japan in those fields and provide a well-trained and highly skilled workforce ready for employment. The JMD IMLEX will be unique at both EU, Japan and international levels through the expertise of each member of the consortium. It will provide a common foundation for theoretical and applied research, unique both in terms of expertise and academic purposes

Article III.3. Students eligibility criteria

III.3.1. Entry requirements

The minimum entry requirements to be eligible for the EMJMD IMLEX *Programme* are set as following:

- (a) administrative process
 - a. compliance with the application process calendar and deadlines;
 - b. authenticity, completeness, certification (scan of original document or certified translation), translation (English version only) of application files.

- (b) academic prerequisites
 - a. All applicants should have a Bachelor's Degree in information technology, computer science, or in related field corresponding to at least 3 years' of full-time academic studies (equivalent of 180 ECTS credit units) obtained at an internationally recognized and accredited university or higher education institution. (While this condition must necessarily be fulfilled at the time of enrolment, The *Academic and Management Board* accepts applications from *Students* in the last year of their higher education degree);
 - b. The degree should include enough studies in computer science completed at excellent levels. The basic skills expected are specifically: programming skills, knowledge about the theoretical foundations of computer science, data structures and algorithms, databases and data management.

- (c) language requirements
 - a. The tuition language is English. *Students* are notably expected to produce a Master Thesis in English. A strong command of written and oral English is therefore requested. Applicants will have to demonstrate during application, or at the time of enrollment when one of the *Consortium members* approves, an English language proficiency equivalent to level B2 in the Common European Framework of Reference (CEFR).
 - b. Level of English will be assessed on the basis of test scores or other official documents provided by the applicant. The official documents include statements from faculty at the Consortium Universities.

- (d) Other prerequisites and requirements

Applicants should meet all prerequisites, requirements, rules, and regulations set by national laws for student entry and enrollment in each consortium universities. In Japan, Education laws, Immigration Control and Refugee Recognition Act (Cabinet Order No. 319 of 1951), and Foreign Exchange and Foreign Trade Act (Act no. 228 of 1949) shall be applied to all international students upon entry and during the studies.

III.3.2. Absence of discrimination and equal opportunities

In the IMLEX related processes, there shall be no discrimination on the basis of nationality, gender, age, religion, or health conditions.

III.3.3. Adequate financial resources

Applicants must be fully aware of the Participation costs of the Programme, or tuition/admission fees for TUT students, and cost of living in Host Institutions countries at the time of the application. The EMJDM/JASSO scholarships and Consortium scholarships policy must allow applicants with outstanding academic background but limited financial ability to finance their entire period of study. Similarly, the JASSO scholarship policy must allow outstanding Japanese TUT applicants with limited financial ability to finance their period of study abroad (maximum of 12 months).

Article III.4. Student selection process

The Programme have a joint application, eligibility, selection and admission criteria for Students selection and hence scholarships attribution.

III.4.1. Call for Application

A Call for Application must be launched and publicized every intake. This call must set a clear deadline for application. The Call for Application along with all relevant and updated information regarding the Programme for the said intake, notably Participation Costs, number of EMJMD, JASSO and Consortium scholarships available, application process and curriculum must be published on the Programme website at least four (4) months before the application deadline.

III.4.2. Online application

Applicants to the Programme and consequently to the EMJMD and Consortium scholarships must apply through an online application server. EU Full Partners cannot accept application/s individually. Japanese applicants

nominated by the Japanese Coordinating Institution must apply for the JASSO scholarships through the Japanese Coordinating Institution, complying with JASSO's selection criteria.

Any applications will be recorded and archived to ensure full transparency of the selection process.

Applicants must create an account on the online application platform prior to upload application documentation. Application details and attached documentation can be modify by the applicant until the application deadline.

The on-line application form must be filled in and the required enclosures need to be attached (in pdf format) with the on-line application. At the application state only scanned enclosures attached (uploaded) to the application form are required. Paper copies are not required during the application period.

Students applying from the Japanese Coordinating Institution will submit online application forms and the necessary enclosures through their home institution until a unified on-line application becomes available to them.

Enclosures:

- B.Sc. degree certificate or equivalent, and an English translation of it. If the applicant has not yet graduated, she/he can be selected on condition that she/he will be able to graduate and submit the required degree certificate and transcript of academic records and their translations by a given deadline to the Administrative Coordinator of the programme. The applicant should also inform the expected date of the graduation in the application form.
- An official transcript of academic records, and an English translation of it
- English language test result or a certificate: The English language test is not required for applicants who have Bachelor's or Master's degree conducted in English language. A certificate from the university stating that the language of instruction during previous degree studies has been English is required.
- Two recommendation letters
- Curriculum vitae. CV must be presented in chronological order and must not have gaps longer than 12 months during the recent five years. Educational history must start from elementary school. Proof of 16 years of education at accredited institutions may be required in Japan.
- A certificate of residence (not required for Japanese nominees from the Japanese Coordinating Institution)
- A copy of passport
- One passport-size photo

The applicants should follow the guidelines given for the temporary (provisional) degree certificate and for official translations and country-specific regulations at <http://www.uef.fi/en/web/admissions/required-documents>

In the application form statements about applicant's motivation is required, including work experience and international experience, if relevant.

In the application form, the applicant should indicate their preferred mobility track for the semester 2: Lighting at KU Leuven in Belgium, or Computational Imaging at University Jean Monnet in France. *The Academic and Management Board* has the right to decide the mobility for each student, to keep the balance between partner universities.

Information relating to individuals (personal data) is collected and used in accordance with both National and institutional Acts, Laws, and Regulations in EU and Japan. These include;

- the Regulation EU no. 2016/679 (General Data Protection Regulation)
- Act on the Protection of Personal Information, Act on Access to Information held by Administrative Organs, and related rules and regulations effective in the Japanese Hosting Institution(s).
- Act on the Use of Numbers to Identify a Specific Individual in Administrative Procedures and related rules and regulations effective in the Japanese Hosting Institution(s)

III.4.4. Application assessment

- (a) An administrative eligibility check is performed immediately after the end of the Call of Application by the *Coordinating Institution*, or by the *Japanese Coordinating Institution* for TUT students applying through the *Japanese Coordinating Institution*. This eligibility check covers:
 - a. respect of application deadline;
 - b. completeness of the application file;
 - c. eligibility of the candidate in relation to the EMJMD/JASSO criteria.Ineligible applicants will be notified of the outcome.
- (b) An academic eligibility check is performed by the *Coordinating Institution (Academic Coordinator)*.

- (c) Complete eligible applications will be evaluated by IMLEX Academic and Management Board members, grading each criterion for each application. The selection criteria are:
- Recognition of home institution/recognized first degree (0 - 10 points)
 - Rank/grade/distinction (0 - 40 points)
 - Letters of recommendation (0-10 points)
 - Personal motivation (0-20 points)
 - Adequate academic courses, experience, former international mobility (0-20 points)
- (d) Best applications are moderated by all *Local Academic Coordinators* of the *Full Partners*, using the same criteria and weighting system.
- (e) The final selection is agreed during an *Academic and Management Board* by full consensus of the four (4) *Local Academic Coordinators* on the basis of pre-evaluation and academic evaluation grades. Selection outcome and final rank is not based only on the averaged grade, but reflect the discussion and agreement of the *Academic and Management Board*. Similarly, the final selection of TUT nominees will also be agreed during the Board meeting. In the meeting, the following lists are defined:
- a main list (best ranked successful applicants with an EMJMD scholarship or JASSO/TUT financial support) and;
 - a reserve list (successful applicants with a Consortium scholarship and successful applicants without scholarships).
- (f) Final selection results will be sent to all applicants by email.
The following documents will be sent to all successful applicants:
- a. a model of the *Student Agreement*;
 - b. links to online guidelines and information on the *Programme* and to prepare arrival in Finland;
 - c. Procedure to confirm participation, guidelines and deadlines for confirmation and inception of visa procedures;
- In addition; for applicants in the main list:*
- d. EMJMD/JASSO scholarship attribution (and applicable amount);
 - e. Academic / linguistic level of competence expected from the *Students* prior and during the *Programme* in order to receive and continue receiving the scholarship payments (if applicable).
- In addition; for non-TUT applicants in the reserve list:*
- f. Consortium scholarship attribution;
 - g. information regarding the management / use of the reserve list (in case of drop-out of *Students* in the main list);
 - h. the procedure to follow for an appeal to the selection decision in accordance with the terms laid down in article III.4.6.
- (g) Non selected applicants will be notified by email. The email will include information on the procedure to follow for an appeal to the selection decision in accordance with the terms laid down in article VII.4.5.
- (h) A second administrative check is performed (diploma authenticity, contact of applicants' referees, if needed) by the *Coordinating Institution (Administrative Coordinator)*.
- (i) Successful applicants need to notify (electronically, or by sending a signed *letter of confirmation* to the *Consortium*) their confirmation of participation. The calendar of the confirmation must allow time for applicants in the reserve list to decide to join as *Self-financed Students*, or to benefit for potential withdrawals or drop-out from main list applicants.
- (j) All applications must be archived electronically (during at least 10 years) by the *Coordinating Institution*. Archived applications must include:
- a. The eligibility assessments/s for all applications;
 - b. The quality assessment/s for eligible applications;
 - c. The eligibility and Selection Committees' minutes.
- (k) Selected students need to present the original degree diploma and study transcripts upon arrival in Finland in September. For the document submission, they need to follow the country-specific rules specified in the University of Eastern Finland admissions website (<http://www.uef.fi/en/web/admissions/country-specific-requirements>)

III.4.5 Acceptance of transferring students

Consortium universities must provide students' academic records and other necessary documents to the other hosting universities at the time of student entry into each hosting universities. Each hosting

universities reserve the right to give final approval of the acceptance of incoming student(s) each semester. For the final approval, the consortium universities review incoming students' academic performance and activities at the previous consortium universities.

III.4.6 Appeal procedure

Applicants wishing to appeal on the *Academic and Management Board* decision shall be offered the opportunity to apply for a rectification. Applicants are advised to contact the programme coordinator first for detailed information, if they have questions concerning the decision. Should the applicant still disagree with the decision, they may apply for a rectification of the decision from the Board of Appeal of the University of Eastern Finland within fourteen (14) days of the publication of the student admission results. Instructions for applying for rectification are sent to the rejected applicants by email.

III.4.7 Effective enrollment in the Programme

Effective enrollment of successful applicants is subject of:

- (a) conclusion and signing of a *Student Agreement* between the *Students* and the *Consortium* and providing for rights and obligation of both parties and
- (b) payment of the first installment of the Participation Costs or, for applicants enrolled in TUT, payment of the admission, tuition, and other fees required at the home institution.

III.4.8 Number of students per intake

Number of *Students* per intake is determined for each intake by the *Academic and Management Board*, taking into account the need to ensure a continuity of high-level selection and good teaching conditions.

Number of *Students* per intake from each side (EU/Japanese side) will be adjusted for each intake by the IMLEX Academic and Management Board, tentatively about 12 non-TUT students per intake, to achieve balanced arrangements of the tuition and other fees described in III.5.1 for both sides as well as to meet the administrative capacity.

Article III.5. Participation Costs

III.5.1. *Participation Costs* are set as follows:

	<i>Students from Programme Country</i>	<i>Students from Partner Country</i>
total participation costs (entire programme, 4 semesters)	8,000 €	16,000 €

III.5.1.1 Students from the *Japanese Coordinating Institution* will be exempted from bearing the Participation Costs described above, including tuition fees, in hosting institutions in EU, on the condition that they pay the admission fee, tuition fees, and other necessary fees to their home university in Japan.

III.5.1.2 Erasmus Mundus Scholarship holders, Consortium scholarship holders and self funded students will be exempted from paying the examination, admission and tuition fees in the hosting Japanese Coordinating Institution. If the number of students, as described in III.4.8, is exceeded, possible special arrangements considering the IMLEX participation costs and TUT examination/admission/tuition fees will be discussed separately.

III.5.2. Determination of the student's country category

Participation Costs differ if the *Student* is from (i.e. hold the nationality of) a "*Programme Country*" or "*Partner Country*". This distinction reflects the rationale of financial instruments of European Union external action.

The legal basis and documentation that prevails for determining if an applicant must be considered as from a *Programme* or *Partner Country* is in the *Erasmus+ Programme Guide 2019* (valid as of 15/01/2019), section C.2. of the *Administrative and Financial Handbook*.

III.5.3. Higher Participation Costs for *Students* coming from a partner country accounts for special needs, including more expensive hiring and student's services costs.

III.5.4. *Participation Costs* that are charged to each *Student* cover, for the entire duration of the *Programme*, the costs related to:

- (a) selection, according to the terms laid down in article III.4. ;
- (b) registration, and notably, local tuitions fees in hosting university, social security and fees related to edition of diplomas (students from the *Japanese Coordinating Institution* are required to pay the admission fee, tuition fees, and other necessary fees to their home university in Japan);
- (c) full access to the *Programme* curriculum (courses, offer of master thesis in the industry, exams, thesis examinations, in-site visits);
- (d) social insurance and full insurance coverage complying with the *Agency* requirement during the entire period of the *Programme* (not applicable for students coming from the *Japanese Coordinating Institution*);
- (e) student's affairs services including administrative counseling, degree delivery, support for banking, housing, and immigration affairs according to the terms laid down in the *Student Agreement*.
- (f) full access to any scientific courses offered by *Hosting Institution*, upon agreement of the *Academic Coordinator/Academic advisor*.
- (g) full access to *Hosting Institution's* libraries, laboratories and online resources services related to the *Programme*
- (h) full access to *Hosting Institution* services (culture, sports, health, ...);
- (i) dedicated local languages courses and Japanese language and culture courses;
- (j) special tutoring / mentoring by an *Academic Advisor*; access to IMLEX events and networking activities with industry and alumni,
- (k) mandatory National Health Insurance fees in Japan (not applicable for Japanese), and
- (l) any other mandatory costs related to the *Student's* full participation in the *Programme*.

These *Participation Costs* does not cover:

- (a) travel expenses from home country to the *Coordinating Institution* and from one *Host Institution* to another during the length of the *Programme*;
- (b) travel and immigration documentation (e.g. visas fees, stamps...);
- (c) accommodation;
- (d) books, stationery, personal laptop.

Article III.6 Scholarships

III.6.1. Scholarships holder selection

III.6.1.1. EMJMD scholarships

III.6.1.1.1. There is no specific application process or additional information needed for applicants to apply to *EMJMD scholarships*. Those scholarships are merit-based, the same selection criteria, method and decision-making for selection to the *Programme* will be applied to grant *EMJMD scholarships* (best-ranked applicants being offered *EMJMD Scholarships* constituting the *main list*).

III.6.1.1.2. However, additional eligibility criteria apply to be considered eligible to an *EMJMD scholarship*, in line with the *Erasmus+ Programme Guide*, the *Grant Agreement* and the *Administrative and Financial Handbook*. Those criteria are provided in the *Student Agreement*.

III.6.1.1.3. The *EMJMD scholarships* attribution are validated by the *Academic and Management Board* conjointly to the selection outcomes. The *main list* defined in the selection process must be provided clearly for applicants who are awarded an *EMJMD scholarship*.

III.6.1.1.4. Without prejudice to academic excellence, *EMJMD scholarships* must be offered to *Students* by taking geographical balance into account, in accordance with the terms laid down in the *Administrative and Financial Handbook*, and notably;

- No more than 3 candidates from the same country (/with the same nationality) should be awarded an *EMJMD scholarship* during the same intake.

To ensure that priority is given over academic excellence rather than adjustments toward compliance with geographic balance and notably the ratio Partner/Programme countries at the end of the period of implementation of the *Grant Agreement*, the *Academic and Management Board* agrees to:

- (a) First and foremost assess and rank applicants in line with the selection criteria provided in article III.4.4. and without consideration of the countries of origin of the applicants;
- (b) Then adjust the attribution of EMJMD scholarships taking into account the geographical balance requirements in line with following principles:
 - a. Adjustments must be made every intake (to minimize risk of non-compliance at the end of the period of implementation of the *Grant Agreement* and avoid allocation of *EMJMD scholarships* essentially on a geographic basis during the fourth intake);
 - b. Selection outcomes only must be used to determine these adjustments and *Consortium scholarships* must be given in priority to best-ranked applicants that cannot receive an *EMJMD scholarship* due to geographic imbalance.

III.6.1.2. JASSO scholarships

III.6.1.2.1 Japanese participants who wish to receive the JASSO scholarship must apply to the JASSO scholarships through the Japanese Coordinating Institution.

Additional eligibility criteria, including nationality and academic achievements, will be applied in accordance with the JASSO's rules and regulations.

III.6.1.2.2. The JASSO scholarship attribution is validated by the Japanese Coordinating Institution and reported to the Academic and Management Board.

III.6.1.3 Consortium scholarships

III.6.1.3.1. *Consortium scholarships* are granted for one (1) academic year.

The same selection criteria, method and decision-making for selection to the *Programme* will be applied to attribute *Consortium scholarships* at the beginning of the first academic year of each intake.

Attribution of *Consortium scholarships* for the second academic year of the master programme of each intake will be based on *Consortium Scholarship holders'* performance during the first academic year.

III.6.1.3.2. The *Consortium scholarships* attribution are validated by the *Academic and Management Board* conjointly to the selection outcome. The reserve list published subsequent to the selection process will be communicated for applicants who are awarded a *Consortium scholarship*.

III.6.1.4. Management of scholarships attribution during intake selection

Considering that:

- (a) Successful applicants may decide not to confirm their participation in the *Programme* if they don't receive substantial financial support during the period of their studies;
- (b) Successful applicants who are awarded a scholarship may decide not to benefit from it, or are not able to join the programme (e.g. for immigration issues).

The applicants must have, subsequent to the publication of the final selection outcomes by the *Academic and Management Board*, at least one (1) week to consider the outcome of the selection, assess their financial ability to join the *Programme* and confirm their participation in full knowledge.

Final adjustments to the *EMJMD scholarship* main and reserve lists must be made in accordance to the terms laid out in article III.6.1.1.4. and upon confirmation in writing of the successful applicants and serve as the basis for the *Consortium* to send the final main and reserve lists to the *Agency* and allow the latter to notify successful *EMJMD scholarship* holders.

III.6.2. Scholarships grants management

III.6.2.1. EMJMD scholarships

III.6.2.1.1. Source of funding and budget

EMJMD scholarships are funded by the *Agency*, to help the *Programme* attract the best European and international *Students*. EMJMD scholarships are therefore funded directly from the Consortium consolidated budget and considered as *shared expenses* for internal financial arrangements provided in yearly *Financial Agreements*. They must be funded by the "Erasmus Mundus Joint Master Degree student scholarship" component of the *EMJMD Grant*.

The Programme is entitled for the maximum budget of 1 580 000 € as stipulated in the Annex III – Estimated budget of the action of the *Grant Agreement* – sub-total for EMJMD scholarships.

The number of *EMJMD scholarships* offered every intake is set by the *Academic and Management Board* and provided in the *Financial Agreement*, in line with the sustainability strategy provided in Annex B. Sustainability Plan.

III.6.2.1.2. Amount granted

The legal basis and documentation that prevails for determining scholarships amount is the English version and latest version of the *Erasmus+ Programme Guide*, pages 101 (valid as of 20/01/2017) and section C.2.1. and E.1. of the *Administrative and Financial Handbook* and fixed in the *Student Agreement*.

III.6.2.1.3. EMJMD scholarship disbursement

EMJMD scholarships cover the entire duration of the *Programme* and are awarded exclusively for a full-time enrolment in one of the *Programme* intake. *EMJMD scholarships* disbursement are managed by the *Coordinating Institution* in accordance with the general principles indicated in sections E.1, E.2, E.3 and E.4 of the *Administrative and Financial Handbook* and fixed in the *Student Agreement*.

III.6.2.2 JASSO scholarships

III.6.2.2.1. Source of funding and budget

JASSO scholarships are funded directly from the Japan Student Services Organization (JASSO). The annual budget allocated to the *Programme* and the number of annual scholarships will be determined by JASSO upon the application by the Japanese Coordinating Institution.

III.6.2.2.2. JASSO scholarship disbursement

JASSO scholarships will be paid while eligible Japanese participants are studying outside of Japan for the *Programme* and are awarded exclusively for a full-time enrolment in one of the *Programme* intake. JASSO scholarships disbursement are managed by the Japanese Coordinating Institution in accordance with the rules and regulations set by JASSO.

III. 6.3.2. Consortium scholarships

III.6.3.2.1. Source of funding and budget

Consortium scholarships are funded directly from the *Consortium* consolidated budget and considered as *shared expenses* for internal financial arrangements provided in yearly *Financial Agreements*. They may be funded by any recurring or non-recurring revenues.

The number of *Consortium scholarships* offered every intake is set by the *Academic and Management Board*.

III.6.3.2.2. Amount granted

The amount of *Consortium scholarships* offered every intake is set by the *Academic and Management Board*. Additional financial support, notably to finance *Student mobility* may be provided on an ad-hoc basis. This support is ruled for each intake by the *Academic and Management Board*.

III.6.3.2.3. Consortium scholarship payment management

Consortium scholarships cover two (2) consecutive semesters of the *Programme* and are awarded exclusively for a full-time enrolment in one of the *Programme* intake. A *Student* can receive, during 2 consecutive years, 2 consecutive *Consortium scholarships*. *Consortium scholarships* payment are managed by the *Coordinating Institution* in accordance with the general principles fixed in the *Student Agreement*.

III.6.3.3. Other scholarships directly managed by the Full Partners

Allocation of other potential scholarships are ruled by *Academic and Management Board* in line with the own requirements and legal framework of the financial partner. Those potential scholarships include notably scholarships granted to *Students* that can be financed by the corporate partners of the *Consortium*, including but not limited to *Associated Industrial Partners* and managed by separate and ad-hoc agreements.

III.6.3.4. Other scholarships not directly managed by the Full Partners

The identification, promotion, and potential administrative and financial management of scholarships programmes directly linked with a *Full Partner*, for instance national or bilateral scholarships programmes or scholarships who are directly financed by one *Full Partner* are the sole responsibility of the said *Full Partner*. However, *Full Partners* must notify the *Academic and Management Board* on such scholarships if already granted or for which *Students*

might be eligible and the *Academic and Management Board* may decide to take this in consideration when deciding upon allocation of the *Consortium* scholarships.

Article III.7. Official language

III.7.1. The official language of the *Programme* is English. Any educational material (including course module supporting material, examination shall be available in English.

III.7.2. Additionally, any administrative communication, process (including the applications files, timetables, intranet interface, administrative template and files) notification, and official certificate and documentation (including the final degrees and diploma supplement) must be in English.

Article III.8. Course modules sequence

III.8.1. The Programme is divided into 4 semesters and a summer break.

Year 1 – Year n / Year n+1	
Semester 1	
Indicative time frame	from September Year n till December Year n
Hosting Institution	University of Eastern Finland (UEF)
Country	Finland
Learning rationale	Fundamental courses
Semester 2	
Indicative time frame	January Year n+1 till June Year n+1
Hosting Institution	KU Leuven / University Jean Monnet
Country	Belgium / France
Learning rationale	Lighting / Computational Imaging
Summer break	
Indicative time frame	July – September Year n+1
Hosting Institution	Associated Industrial Partners (or) Associated industrial Partners
Country	World
Learning rationale	Professionalization (OPTIONAL)
Year 2 -- Year n+1 / Year n+2	
Semester 3	
Indicative time frame	from October Year n+1 till March Year n+2
Hosting Institution	Toyohashi University of Technology
Country	Japan
Learning rationale	Lighting and XR / Computational Imaging and XR
Semester 4	
Indicative time frame	from April Year n+2 till September Year n+2
Hosting Institution	Full Partners, Associated Academic Partners, or Associated industrial Partners
Country	World
Learning rationale	Professionalization, Scientific research

Toyohashi University of Technology offers preparatory courses, from April through August in the Year 1 for participants enrolled in TUT. The preparatory courses are a part of the Programme at TUT, but the academic credits of the preparatory courses are not counted in the IMLEX Master's Degree.

The starting date, first session exams, resit dates and ending dates of semesters 1 to 4 are defined five (5) months before the starting of semester 1. All these dates shall be agreed by the *Academic and Management Board* in line with the local constraints of each *Host Institution*.

III.8.2. Core course modules

Successful completion of *Core Course Modules* are awarded by 30 ECTS credits per semester. *Core Course Modules* include:

- (a) *mandatory courses* that any *Students* must follow during semester 1, 2 and 3;
- (b) *concentration courses* during Semesters 2 and 3, to explore in-depth a given field of knowledge within the concentration chosen, and
- (c) a *Master Thesis*.

The curriculum and courses is defined in the *Student Agreement*.

III.8.2. Optional Courses

Full Partners are encouraged to offer full access to any relevant course modules taught in English to the *Students*.

Full Partners are encouraged to offer language and culture courses to the *Students*, in addition to the compulsory language component of the curriculum.

Although successful completion and validation of the ECTS credits of those additional modules must be indicate in the *Diploma Supplement*, the credit obtained for those optional courses cannot compensate credits from *Core Course Modules*.

III.8.3. Summer Break

The *Students* are encouraged to devote the summer break to an optional short-term research or work placement. This internship period is optional and will not be counted in the Master's Degree.

III.8.4. Master's Thesis

The *Master's Thesis* is a cornerstone of the *Programme*. It is designed to allow *Students* to bridge academic experience, the knowledge and skills developed during the first 3 semesters with scientific research and/or industrial experience.

The *Master's Thesis* must be undertaken with a *Full Partner*, *Associated Academic Partner*, or *Associated Industrial Partners*. Each *Full Partner* must, given their relations with the *Associated Industrial Partners*, discuss *Master Thesis* opportunities and submit a list of *Master's Thesis* proposals that will be published on the *Programme* intranet for *Students'* perusal.

The final *Master's Thesis* is a public document by default. The student (author of the Thesis) may define whether the Thesis will be openly published at the *Coordinating Institution's* Thesis database, or only locally at the Library of the *Coordinating Institution*. These instructions and guidelines are available in the programme website. All students have to publish their theses locally in the Library database at the Japanese Coordinating Institution.

Article III.9. Curriculum management

Curriculum is informed with harmonized syllabus for each *course modules*. It shall detail notably the *Learning Outcomes* expected for each *course module* and their consistency and internal logic within the course sequence.

Full Partners agree that a degree of flexibility in the catalogue of course modules offered is essential to drive the *Programme* curriculum in light with the *Consortium* development, and notably the work performed in terms of cooperation with employers to refine the *Learning Outcomes*. Curriculum for every intake is validated during an *Academic and Management Board* and annexed in the *Student Agreement*.

The updated *Programme* curriculum shall be published in the *Programme* website when *Students* Call for Application open, each *course modules* referring to the course syllabus, to allow applicants to have a detailed view on *Programme* academic offer.

Course modules can be mutualized with other international master programmes courses taught in English to foster a true international experience. *Hosting institutions* should however take care that number of students in practical sessions shall be limited to ensure a satisfactory teaching and learning environment.

Article III.10. Mandatory mobility component

III.10.1. Ensuring meaningful student learning *mobility* is at the core of the *Programme* rationale. *Students* must spend three (3) complete *mobility* periods in three (3) of the Consortium Higher Education Institution acting as *Full Partner* (not *Associated Academic Partners*) and which are located in different *Programme Countries* and undertake a *Master Thesis* at one (1) the Consortium Higher Education Institution acting as *Full Partner*, *Associated Academic Partner* or *Associated Industrial Partner*.

III.10.2. Each of these mandatory *mobility* periods must include a volume of study or placement / thesis preparation corresponding to at least 30 ECTS credits.

III.10.3. The mandatory *mobility* periods cannot be replaced by virtual *mobility* (excluding courses modules that are provided by Higher Education Institutions acting as *Full Partners* to ensure consistency of the courses sequence) neither can they take place in institutions outside the *Consortium*.

III.10.4. *Students* will be appointed a study track that will determine the *Host Institution* during semester 2. In the application phase, the applicant should indicate their preferred mobility track for the semester 2: Lighting at KU Leuven in Belgium, or Computational Imaging at University Jean Monnet in France. The *Academic and Management Board* have the right to decide the mobility for each student, to keep the balance between partner universities.

III.10.5. Each *Student* admitted to the programme shall be administratively and academically registered at the *Coordinating Institution* and at any other *Full Partner's university* in which they choose to study.

III.10.6. Each *Student* must defend their *Master's Thesis* at the *Japanese Coordinating Institution*. The defense will take place in August of the year 2, and the students need to be physically in Toyohashi, Japan at the time of the defense.

Article III.11. Grading policy and mutual recognition

III.11.1. *Full Partners* recognized that the effective implementation of a harmonized process of validation of *Learning Outcomes* is instrumental to ensure to all *Programme* stakeholders the best possible accountability and transparency.

III.11.2. Steps taken to ensure further 'jointness' in learning outcome validation between the *Full Partners* include:

- (a) Systematic use of the European Credit Transfer and Accumulation System (ECTS) to define *Programme* course modules, to recognize *Learning Outcomes*, and ultimately to allow IMLEX to be an easily readable and comparable degree to increase *Students* competitiveness and employability;
- (b) Shared examination methodologies and performance assessment criteria. In addition, efforts are made through continuous dialogue to tackle cultural differences between *Full Partners* faculty with respect to expectations linked to a given mark.
 - The evaluation process of the master thesis is conducted by an international jury of at least 2 different faculty members and the supervisor. The evaluators are allowed to give one shared grade and evaluation report.
- (c) While each *Full Partners* must apply the grading scale in accordance with national and institutional regulations at the institution responsible for the delivery of the *course module*, the development of a common grading table with guidelines must serve as a reference to compare grading scales directly and state on the successful completion of the *Programme*. This procedure will be transparent as institutional and ECTS grading scales will be available with the *Student* transcripts from each institution, and
- (d) Recognized awarded degrees, local diploma supplements and common Diploma Supplement.

III.11.3. Student record

With relation to assessment and reporting, each *Host Institution* has the primary and ultimate responsibility for obtaining from the lecturer and transmitting to the *Coordinating Institution* and other *Host Institutions*, in a timely fashion, assessment records for all *Students*.

III.11.3. The grading scale and grading rules are detailed in the *Student Agreement*.

Article III.12. Joint recognition mechanisms and degrees awarded

III.12.1. Joint recognition

Each *Full Partner* has formally considered and approved this Erasmus Mundus Joint Master Degree – Partnership with Japan under the normal approval procedures for new degree programmes.

Full Partners jointly recognise the course modules and corresponding ECTS and Credit Units (CU) awarded in each Higher Education Institutions acting as *Full Partners* for the purpose of the award of their own national diploma. When necessary, each full partner converts the ECTS to CU, or vice versa, to recognize the course modules offered by the other Full Partners in order to meet degree requirements. Mandatory *mobility* periods at *Host Institutions* are fully recognised by the *Full Partners* and are linked to the awarded degree.

The final list of graduates is endorsed every intake by an *Academic and Management Board* and published in the *Programme* website upon explicit agreement by graduates.

III.12.2. Degrees awarded

The triple *Master of Science in Imaging and Light in Extended Reality* will be awarded after two years (or two and a half years for Japanese participants from TUT, including a preparatory semester), on the completion of 120 ECTS in three *Full Partner* universities (from semesters 1 to 3) and during the *Master thesis* placement in semester 4. The *Students* must obtain at least 30 ECTS from each universities and 30 ECTS from the collegial evaluation of the *Master Thesis* for the award of the degree. The ECTS can be converted into Credit Units (CU) for the evaluation of the award of the degree.

Successful completion of the *Master of Science in Imaging and Light in Extended Reality* will result in the award of multiple Master degrees (i.e. three (3) national diplomas issued by three (3) Higher Education Institutions from two (2) European countries and Japan and fully recognized in these respective countries.

Each Full Partner shall comply with national law and related regulations as well as institutional rules and regulations for the degree award.

According to the concentration which has been chosen by the graduate, the consortium will deliver multiple diplomas from University of Eastern Finland, Toyohashi University of Technology, and KU Leuven or University Jean Monnet.

awarding Institution	national degrees awarded, official name in local language	national degrees awarded, legalized English translation
University of Eastern Finland	Filosofian maisteri, tietojenkäsittelytiede	Master of Science, Computer Science
KU Leuven	Erasmus Mundus Japan – Master of Science in Imaging and Light in Extended Reality	Erasmus Mundus Japan – Master of Science in Imaging and Light in Extended Reality
University Jean Monnet	Master Optique, Image, Vision et Multimédia, Track Imaging and Light in Extended Reality	Master Optics, Image, Vision and Multimedia, Track Imaging and Light in Extended Reality
Toyohashi University of Technology	SHUSHI (KOUGAKU)	Master of Engineering

Article III.13 Diploma supplement

In addition to official diplomas and to ensure the best understanding and recognition of the *Programme* graduates achievements, notably towards employers, the *Full Partners* shall deliver to each *Student* a personalized *Diploma Supplement*, signed by all awarding Higher Education Institutions and issued by University of Eastern Finland, the *Coordinating Institution*, including:

- (a) learning objectives and *Consortium* track-record and recognition;
- (b) overall organization of the study programme (selection process, *mobility*, host institutions, *Learning Outcomes* methods of assessment, tuition language);
- (c) added value which it brings to the *Students* with respect to *Learning Outcomes* (which have been developed along with recruiters from the industry);

- (d) full transcript of all (120 ECTS / 30 Credit Units minimum) obtained during the master course, concentration and grades obtained, Master Thesis subject, and
- (e) awarded degrees in national languages and legalized English translation.

Article III.14. Student's affairs and administrative services

III.14.1. *Full Partners* agree to offer to *Students* a level of administrative services at least equivalent to services normally performed to international students they welcome.

III.14.2. In addition, *Full Partners* recognized the need to facilitate as much as possible the sometimes heavy administrative process implied by enrolling in European Master Degree located in four different countries and their respective set of national regulations to allow *Students* to focus on their studies. *Full Partners* agree to ensure any additional administrative cooperation which is needed due to the high level of integration and compulsory *mobility* of the *Programme*. This include notably:

- (a) a "single-window system" with one *Administrative Coordinator* following-up *Students'* overall "administrative life" from selection to graduation. *Students* receive advice and guidance at each campus from one single dedicated administrative focal point along the way;
- (b) a single primary focal point for administrative issues (the *Administrative Coordinator*) who will be in charge to ensure the best possible implementation of any administrative process needed for *Students* full participation in the *Programme* and, if applicable, act as the intermediary with Local Administrative Coordinators;
- (c) *Local Administrative Coordinator/s* in each *Hosting Institution* acting as the main focal point for any administrative issues *Students* might have to deal with or face during their stay in *Hosting Institution's* country or at least a contact person that liaise with relevant services. *Local Administrative Coordinators* are responsible for:
 - a. Implement in liaison with *Local Academic Coordinators* the *Academic and Management Board's* decisions;
 - b. Implement in liaison with *Local Academic Coordinators* the *Quality Assurance Board's* decisions;
 - c. Manage operational activities linked with academic services, and notable teaching delivery, *Learning Outcomes* validations and degree delivery, in liaison with to the *Administrative Coordinator*; and
 - d. Ensure the delivery of student's affairs services, and notably be the primary focal point for all *Students* during their stay, for immigration, housing, banking, insurance, scholarships and health affairs.

Administrative and student life services are detailed in the *Student Agreement*.

III.14.3. Each *Student* shall be entitled to the same rights and privileges and as *Students* normally enrolled at the Host institution and be subject to the regulations of the *Host Institution*. While at the *Host Institution*, the local policies for resolution of complaints and appeal will apply.

III.14.4. Women's empowerment

The *Full Partners* are dedicated to achieving equity for women in science and agree to support women who face difficult circumstances or barriers to their full participation, notably for women planning to enroll while having to care for children.

Article III.15. Student Agreement

Full Partners agree to mandate the *Coordinating Institution* to sign on their behalf with each *EMJMD Student*, *Self financed student*, and *Student* with a Consortium Scholarship a *Student Agreement*. This agreement explicitly indicates any academic, financial and administrative modalities related to *Students'* participation in the course, and the award and management of *EMJMD* and *Consortium scholarships*. The parties signing the agreement commit themselves complying with all the arrangements agreed, thereby insuring that both parties are fully aware of the mutual rights and obligations resulting from the implementation and participation in the *Programme*.

B. SPECIAL CONDITIONS GOVERNING RELATIONSHIPS BETWEEN FULL PARTNERS

SECTION IV. COORDINATING INSTITUTION OBLIGATIONS AND ROLES

Article IV.1. Scope

IV.1.1. The *Coordinating Institution* must monitor that the *Programme* is implemented in accordance with the *Consortium Agreement* and other obligations derived from the *Consortium* engagement of responsibility including the *Grant Agreement*.

IV.1.2. The *Coordinating Institution* shall not subcontract any part of its tasks to the other *Full Partner* or to any other party.

Article IV.2. Financial management

IV.2.1. The *Coordinating Institution* is primarily responsible for the overall *Consortium* budget management, notably as the main beneficiary of the *Grant Agreement* and sole recipient of payments on behalf of all the *Full Partners* of EU.

The *Japanese Coordinating Institution* is responsible for the management of yearly budget provided by MEXT as the IUEP funds and for the JASSO grant provided by JASSO.

The *Full partners* have agreed as a decision of the *Administrative and Management Board* kick-off meeting held on October 22-23, 2019, that the *Lump Sum* defined in the *Grant Agreement* will be divided between the *Full Partners* of EU.

IV.2.2. In this respect, the *Coordinating Institution* shall:

- (a) draft and submit to the *Academic and Management Board* for discussion and validation an updated budget for the current financial year and a provisional annual budget;
- (b) this provisional annual balanced budget must detail:
 - a. planned revenues for the coming year, depending notably on the results of the student selection outcomes;
 - b. planned shared expenditures contributing to *Consortium* management and development costs;
 - c. planned specific expenditures for each *Full Partners*;
 - d. planned surplus / deficit.
- (c) draft and submit to the *Academic and Management Board* for discussion and validation a provisional rolling budget along with up-to-date main financial management decisions that will serve as a *Business Plan*.
- (d) upon agreement, this provisional annual budget will be formalized by an annual *Financial Agreement*, providing for:
 - a. *shared Expenditures* that will be directly paid by the *Coordinating Institution*;
 - b. *specific Expenditures* incurred by each *Full Partner* of EU that will be reimbursed by the *Coordinating Institution* to *Full Partner*;
 - c. *payment schedule and mode*

The *Japanese Coordinating Institution* shall make the annual budget request to MEXT and JASSO, upon request from the *Academic and Management Board* and provide the annual budget plan. The *Japanese Coordinating Institution* shall make necessary financial arrangements with the Japanese Associate Academic Partners.

IV.2.3. The *Coordinating Institution* shall make the appropriate arrangements for providing any financial guarantees required under the *Financial Agreement*, ensure that all the appropriate payments are made to the other *Full Partners* of EU without unjustified delay.

IV.2.4. The *Coordinating Institution* is responsible to arrange proper management and payment) of:

- (a) *Participation Costs*, including insurance fees and national tuition fees;
- (b) scholarships - *EMJMD scholarships* and *Consortium scholarships*.

The *Japanese Coordinating Institution* is responsible for the payment JASSO funds to Japanese scholarship recipients.

IV.2.5. Accounting system / internal control

The *Coordinating Institution* must set up an adequate accounting system, which must make it possible to easily retrieve and identify the payment of *EMJMD scholarships* to *Students* and payment of remuneration and *mobility of EMJMD scholars* at any time throughout the period of implementation of the *Grant Agreement* until their balances are paid and for a period of five years from the date of payment of the balance.

All transactions relating to the *EMJMD scholarship* scheme must be recorded using a numbering system in which the *EMJMD scholarship* scheme is given a specific identifiable number.

As far as possible, the people responsible for managing the daily activities of the *EMJMD scholarship* scheme should not be the same as those responsible for its financial management.

The *Japanese Coordinating Institution* is responsible for accounting and transactions of the IUEP funds provided by MEXT and the JASSO scholarships. Financial accounting and transactions are managed by the Project Office and checked by the finance/accounting sections in the *Japanese Coordinating Institution* and *Associate Academic Partners* in accordance with the laws, rules and regulations in relations to the use of the funds and scholarships.

Article IV.3. Communication and reporting

IV.3.1. The *Coordinating Institution* must be the intermediary for all communications between the *Consortium Members*, and between the *Consortium Members* and third parties, e.g. technical and financial partners, including the *Agency*.

IV.3.2. The *Coordinating Institution* shall bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation by any of the *Programme* financial partners, and notably the *Agency* in accordance with the *Grant Agreement*.

The *Japanese Coordinating Institution* shall bear responsibility for providing all the necessary documents in the event of financial planning, checks, audits and evaluation requested by MEXT and JASSO.

IV.3.3. The *Coordinating Institution* shall bear responsibility for supplying all documents and information to the technical and financial partners which may be required under the *Consortium* engagements, and notably the technical, pre-financing and final reports provided in the *Grant Agreement*, except where provided otherwise in the *Grant Agreement*, where information is required from the other *Consortium Members*. The *Coordinating Institution* shall bear responsibility for obtaining and verifying this information before passing it on to the third parties.

This includes notably encoding of the data relating to:

- (a) *EMJMD Students* (*EMJMD scholarship* holders), and
- (b) *EMJMD scholars*.

in the EACEA *Mobility Tool* (hereinafter "EMT").

IV.3.4. The *Coordinating Institution* and the *Japanese Coordinating Institution* shall immediately provide the *financial partners* to which each Institution is accountable, including the *Agency*, *MEXT*, and *JASSO*, with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organizational or ownership situation of any of the *Full Partners* or its affiliated entities or to any event likely to affect or delay the implementation of the action, of which the *Coordinating Institution* and the *Japanese Coordinating Institution* are aware.

Article IV.4. Visibility and Dissemination of the results

IV.4.1. The *Coordinating Institution* and the *Japanese Coordinating Institution* must pay specific attention to the importance of dissemination, exploitation of the results of the *Programme*, and to their visibility at a transnational level.

IV.4.2. The *Coordinating Institution* and the *Japanese Coordinating Institution* shall provide *financial partners*, to which each Institution is accountable, including the *Agency*, *MEXT*, and *JASSO*, with information requested in order to promote the *Programme* and disseminate the results. This may include answering questionnaires, conduct student surveys and entering data into databases and publicity obligations provided in the *Grant Agreement*.

SECTION V. FINANCIAL ARRANGEMENTS

Article V.1. Consortium sources of financial revenues

V.1.1. Recurring financial revenues are comprised of:

- (a) *Participation Costs* of the enrolled *Students*. The *Participation Costs* are set annually by the *Academic and Management Board*.

V.1.2. Non-recurring financial revenues are comprised of:

- (a) the *Agency* funding through the *EMJMD Grant*;
- (b) MEXT and JASSO funding
- (c) potential additional public or private co-funding that could be fundraised to co-finance complementary *Programme* activities or to sponsor *Students* through the award of scholarships;
- (d) direct financial contribution from the *Full-Partners* or *Associated Academic Partners* or *Associated Industrial Partners*, e.g. a scholarship awards managed locally and which is earmarked for the *Students*.

V.1.3. Financial management, and notably any financial revenue generated from a *University-Business Cooperation*, e.g. commercialization of joint research projects, will be governed by separated agreements.

Article V.2. Consortium eligible expenditures

Additionally to the *Grant Agreement* provisions and terms (notably the funding rules detailed in the *Erasmus+ Programme Guide* and *Administrative and Financial Handbook*), the *Full Members* of EU agree to manage the *Consortium* expenditures in accordance with following principles:

V.2.1. Shared expenditures

V.2.1.1. *Shared expenditures* are set-up and in-built costs incurred by the *Consortium* to allow satisfactory implementation of the *Programme* and investment costs allocated to the *Consortium* development projects and which benefit the *Consortium* as a whole.

V.2.1.2. The *Coordinating Institution* is mandated by the *Full Partners* to be the sole financial and accounting manager of those shared expenditures. *Full Partners* of EU renew every year, during an *Academic and Management Board*, the discharge to the *Coordinating Institution* during said fiscal year on the basis of the consolidated financial statements as presented on the said *Financial Agreement*.

V.2.1.3. The Japanese Coordinating Institution shall financially manage the accounting of the shared expenditures to be financed with IUEP or JASSO grants. The Institution shall also manage the financial arrangements with the Japanese Associate Academic Partners.

V.2.1.4. Eligible shared expenditures are:

- (a) reimbursement of *Participation Costs* of *EMJMD Students*;
- (b) reimbursement of the contribution to the travel and installation costs to *EMJMD Students*;
- (c) reimbursement of the national tuition fees when applicable;
- (d) provision expenses to meet charge against profit for future contingencies, reflecting the possibility that the *Consortium* may not recover full payment of the grant earmarked to *EMJMD scholarships* in the event of an *EMJMD Student* or *EMJMD Scholar* drop-out or withdraw;
- (e) full insurance coverage of all *EMJMD Students* enrolled in the *Programme*;
- (f) disbursement of the *Consortium Scholarships*;
- (g) disbursement of IUEP subsidiaries allocated for IUEP students;
- (h) disbursement of the JASSO scholarships;
- (i) staff costs, including notably all costs incurred by the recruitment of the *Administrative Coordinator* and the remuneration of the external experts acting as *Quality Assurance Board Head* and *Learning Outcomes Coordinator*.
- (j) management costs incurred by the administrative and financial management in the *Coordinating Institution*;
- (k) management costs incurred by the administrative and financial management in the Japanese Coordinating Institution;

- (l) costs incurred by the *Programme* shared academic and networking activities, and notably the annual induction week and related events.
- (m) costs of visibility and dissemination activities, including marketing tools for the set up and maintenance of the *Programme* online presence (website, social media, referencing), communication material), tools for the promotion and recruitment of the *Students* (online application platform, participation in student fairs) and *Programme* results, good practice and lesson learnt dissemination (e.g. funding of participation in conferences related to the *Programme* implementation), and
- (n) any development costs that are agreed by the *Academic and Management Board* (e.g. cost associated with development projects such as fundraising, *University-Business Cooperation* development, Sm4rtLab virtual laboratory development costs).

V.2.1.5. Eligible shared expenditures will be broken down by activities in the *Financial Agreement* and financing mechanisms (unit cost / per diem), amount and rule of allocation will be detailed.

V.2.2. Specific expenditures

V.2.2.1. *Specific expenditures* are costs incurred by each *Full Partner* to deliver academic and administrative services to the *Students* that are hosted in their respective institution. *Specific expenditures* reflect the need for a decentralized financial management for a limited number of expenditures and the flexibility needed within the *Consortium* to allocated dedicated financial in-flow to each *Full Partner*.

V.2.2.2. Each *Full Partners* will bear responsibility of the financial and accounting management of those specific expenditures. The *Academic and Management Board* allocates to each *Full Partners of EU* payment entitlements from the *Consortium budget* during said fiscal year on the basis of the consolidated financial statements as presented on the *Financial Agreement*. The Japanese Coordinating Institution will be responsible for the financial and accounting management of the *specific expenditures* within the funds provided by MEXT.

V.2.2.3. Eligible specific expenditures are:

- (a) academic services directly related to the implementation of the *Programme* and the hosting of the *students*, notably the teaching costs, the funding of scholars *mobility* and teaching services, industrial in-site visit, educational equipment and materials;
- (b) administrative services, notably additional organization costs incurred by the management of the *Programme* and the hosting of the *Students*;
- (c) logistic costs incurred to host an *Academic and Management* or *Quality Assurance Board* when applicable and travel costs and lump sum for representatives to attend the *Consortium* boards at least twice a year;
- (d) costs incurred by the implementation of the development project(s) the *Full Partner* is responsible for.

V.2.2.4. Eligible specific expenditures will be broken down by activities in the *Financial Agreement* and financing mechanisms (unit cost / per diem), amount and rule of allocation will be detailed.

Article V.3. Financial management schedule

V.3.1. The annual *Financial Agreement* for each fiscal year must be signed by all *Full Partners of EU* legal representatives by the 15th of the preceding December. The *Full Partners of EU* shall provide information in time to ensure that the *Coordinating Institution* can draft the annual *Financial Agreement*.

V.3.2. The instalment for each year must be paid by the *Coordinating Institution* to each *Full Partners of EU* in January of the same year.

V.3.3. The Japanese Coordinating Institution shall manage financial arrangements with the Japanese Academic Associate Partners in implementing the *Programme* according to the annual agreement.

Article V.4. Financial penalties in case of poor, partial or late implementation

V.4.1. A *Programme* financial partner, notably the *Agency*, may take the decision to:

- (a) reduce their final grant (relating to the lump sum contribution to the *Consortium* management costs and costs for invited scholars and guest lecturers in the case of the *Grant Agreement*) on the basis on the assessment of the quality of the project implementation;
- (b) or suspend the payment of pre-financing payment following the technical report on progress due to weak (i.e. poor, partial or late) implementation.

In that case, the *Academic and Management Board* must convene and decide:

- (a) If the weak implementation is deemed as resulting from a share and collective responsibility: all *Full Partners* must be liable.

In that case the *Academic and Management Board* will state on: 1/ reduced level of shared expenditures for the current fiscal year, 2/ fair and balanced reduction of specific expenses for each *Full Partners of EU* and 3/ in case this reduction is not sufficient to balance the budget, the amount of repayment from the *Full Partners of EU* to the *Coordinating Institution* for the latter to be able to settle current financial engagements.

Instances of weak implementation resulting in joint liability include notably fewer scholarships actually allocated either because of a lower number of enrolled *Students* or because of drop-out *Students*, poor level of "jointness" of the course.

- (b) If the responsibility of weak implementation is deemed as resulting from the responsibility of one or several *Full Partners* only: said *Full Partner/s* must be solely liable for the financial penalty.

In that case the *Academic and Management Board* will state on: 1/ reduced level of specific expenses for each concerned *Full Partner* and 2/ in case this reduction is not sufficient to balance the budget, the amount of repayment from the said *Full Partner* to the *Coordinating Institution* for the latter to be able to settle current financial engagements. When laws and regulations associated with the grant management prohibit a direct repayment, the said *Full Partner* will financially contribute to the Consortium to compensate for the financial penalty that the said *Full Partner* is responsible for.

Instances of weak implementation resulting in sole liability include the inability to host the *Students* and non-delivery of the diploma in a satisfactory timeframe.

V.4.2. The Japanese financial partners, MEXT, JSPS and JASSO may reduce their final grants on the basis of the quality assessment of the project implementation, or suspend the pre-financing payment due to weak (i.e. poor, partial or late) implementation judged based on the progress report.

V.4.3. If a *Full Partner of EU* does not fulfil its obligations according to the terms laid down in the *Consortium Agreement* in a way not deemed satisfactory by the *Academic and Management Board* and even if this weak implementation does not result in reduction or suspension of financial partners' grants, the *Academic and Management Board* may decide to suspend, reduce or cancel the amount of the annual payment provided for each *Full Partner of EU* in the *Financial Agreement*.

Instances of non-fulfilment that may result in a financial penalty are notably:

- (a) Weak implementation of the development project each *Full Partner of EU* is responsible for;
- (b) Lack or late feedback on the information and data, both quantitative and qualitative, that the *Coordinating Institution* or *Full Partner of EU* may need for reporting purpose;
- (c) Level of academic and administrative services to *Students*.

SECTION VI. FULL PARTNERS OBLIGATIONS AND ROLES WITH REGARDS TO THE PROGRAMME MANAGEMENT

Article VI.1. Scope

VI.1.1. *Full Partners* shall agree to:

- (a) play an instrumental role in the implementation and development of the *Programme*;
- (b) undertake to use reasonable endeavors to perform and be responsible for carrying out, promptly, actively and on time, all of its own obligations under this *Consortium Agreement* and other obligations derived from the *Consortium* engagement of responsibility including the *Grant Agreement*.
- (c) be responsible for complying with any legal obligation incumbent on them jointly or individually, and
- (d) make appropriate internal arrangements for the proper implementation of the *Programme*, consistent with the provisions of this *Consortium Agreement*: those arrangements shall take the form of an internal co-operation between the *Full Partners*.

VI.1.2. *Full Partners* roles and obligations are twofold:

- (a) they shall contribute in a collegial way to the strategic and administrative management of the *Programme* and the development of the *Consortium* in accordance with the terms laid down in section III. and in the present section, and
- (b) they shall ensure the academic and administrative capacity necessary to execute this *Consortium Agreement* at their own institutions and notably to host the *Students* during one semester and deliver a Master degree in the terms and conditions laid down in following Section VII.

VI.1.3 *Full Partners* shall not subcontract any part of its tasks to the other *Full Partner* or to any other third party.

Article VI.2. Full Partners active involvement in the Consortium governing bodies

Full Partners agree to collectively and collegially manage the *Programme* under the administrative leadership of the *Coordinating Institution* and in accordance with the terms laid down in the Article III.3.

This implies notably the obligation for each *Full Partner* to:

- (a) designate a *Local Academic Coordinator*, which shall act as the representative of the *Host Institution*, the main focal point and contact person for the *Consortium* communication and the leader of development projects.
- (b) designate a *Vice Local Academic Coordinator*;
- (c) designate a *Local Administrative Coordinator*;
- (d) ensure continuity of representation of these representatives;
- (e) participate in the *Consortium Academic and Management Board* and *Quality Assurance Board* held physically at least once a year and virtually anytime upon proposition of the Heads of the Boards or any *Full Partners* request, and
- (f) participate in meeting organized by the *Programme* financial partner, notably the *Agency* (indicatively up to two meetings for the duration of the funding).

Article VI.3 Information obligations

Full Partners shall notify promptly the *Coordinating Institution* of:

- (a) any change likely to affect or delay the implementation of the *Programme* of which the *Full Partner* is aware;
- (b) any change in its legal, financial, technical, organization or ownership situation or of its affiliated entities and of any changes in its name, address, or legal representative or of its affiliated entities;
- (c) any significant issues, such as communications it receives from third parties;
- (d) any publication, including online publications related to the *Programme* that they contributed to develop as part of the joint effort to publicize the *Programme* or that they might be aware of.

Article VI.4 Monitoring, evaluation and reporting obligations

Full Partners must submit in due time to the *Coordinating Institution*:

- (a) the data needed to draw up the reports, financial statements and other documents provided for in the *Grant Agreement*;
- (b) all the necessary documents in the event of audits; checks or evaluation in accordance with Article II.27 of the *Grant Agreement*;
- (c) any other information to be provided to the *Agency* according to the *Grant Agreement*, except where the *Grant Agreement* requires that such information is submitted directly by the *Full Partner* to the *Agency*.

Full Partners must use reasonable endeavors to ensure proper implementation of the *Consortium* internal monitoring, evaluation and *Quality Assurance Policy*, including the local implementation and coordination of quantitative and qualitative surveys.

Article VI.5. Publicity obligations

VI.5.1. The *Full Partners* agree to joint their efforts to deliver publicity for the *Programme* and design joint promotion and awareness-raising activities in order to ensure the worldwide visibility of the *Programme* as well as the scholarship scheme.

VI.5.2. *Full Partners* must take reasonable steps to contribute to promote the *Programme* by disseminating communication materials and by leveraging their own networks, notably to publicize *Students and Scholars*” Call for Application and contribute to raise the *Consortium* and *Programme* profile in their academic and institutional networks.

VI.5.3. There shall be a single website for the *Programme*, in English. The main domain name for marketing is <http://imlex.org>, with the alternative form <http://www.uef.fi/imlex>.

VI.5.4. *Full Partners* may develop their own webpages as they see fits, but the aforementioned website shall serve primarily to disseminate updated and comprehensive information on the *Programme* to prospect and current *Students*, scholars/guest lecturers and corporate partners, *Programme* news, and publish any information relating to the *Consortium* to ensure the best transparency to all stakeholders.

VI.5.5. This website must be online and provide all the necessary information on the *Programme* for applicants at least 4 months before the application deadline of the first intake.

VI.5.6. Any communication materials developed independently by *Full Partners* must explicitly mentioned the *Programme* website and comply with the *Programme* identity guidelines, and notably the use of the *Programme* and its financial partner’s logos.

VI.5.7. *Full Partners* agree to contribute to the development of the *Consortium* and *Programme* social media by transferring any sectorial news, milestones, jobs and projects opportunities and media that can be used to promote the *Programme*.

VI.5.8. Each *Full Partner* shall be responsible for making entries in its own prospectus and other publicity material.

Article VI.6. Communication policy and visual identity

VI.6.1. A set of communication tools that will be developed by the *Coordinating Institution* will be, upon approval by the *Academic and Management Board*, socialized to the *Consortium Members*, including visual identity guidelines, “elevator pitch”, and presentation materials.

VI.6.2. *Full Partners* must use approved communication material, or if they need to develop seek approval from the *Coordinating Institution* to ensure consistency, accuracy and efficiency of the *Programme* communication policy.

Article VI.7. Intellectual Property Rights and Open educational resources

VI.7.1 Intellectual Property Rights management

VI.7.1.1. *Full Partners* acknowledge that nothing herein shall alter the ownership or control of any intellectual property.

National regulations and institutional policies regarding intellectual property rights of each *Full Partners* will apply to right management of intellectual materials produced within the framework of the *Programme*, including but not limited to teaching materials produced during the period of the agreement.

VI.7.1.2. The establishment of Intellectual Property Rights relating to teaching modules materials will remain with the *Host Institution* responsible for delivery of that module. Where existing copyright material is used, this must be acknowledged. Delivering institutions shall be responsible for obtaining the necessary third party authorisation. If generated by the *Students*, it will be subject to the rules of the institution where the *Students* was registered at the time the intellectual property was created.

VI.7.1.3. The *Full Partners* shall each individually confirm that strict confidentiality will be observed in all communications relating to portable or potentially valuable intellectual property created within the *Programme*.

VI.7.1.4. No disclosures will be made to third parties without permission of the appropriate authorities.

VI.7.1.5. Separate arrangements shall govern the management of Intellectual Property Rights that arise from cooperation between *Full Partners*, between *Full Partners* and *Associated Academic Partners* and /or *Associated Industrial Partners*, including but not limited to joint research project, *Students'* work placement or teaching materials used by guest-lecturers employed by aforementioned partners.

Article VI.7.2. Open access

The *Full Partners* commit to promoting, in the framework of the development of a Massive Online Open Course strategy, open access to materials, documents and media that are useful for learning and teaching and that has been primarily made possible through public European Union funding, as well as the MEXT funding, as direct project outcomes by defining the most appropriate level of open access and licensing rights without prejudice to the intellectual property rights of the partners.

Article VI.8. Development projects

The *Programme* development is project-driven. Those projects are transversal and cross-cutting.

VI.8.1. *Full Partners* agree to take the lead, constitute working groups and to meet, to the best of their abilities, the objectives of the following development project during the implementation period of the *Grant Agreement*.

VI.8.2. Dedicated budgets might be provided for the funding of project-related activities within the framework of the *Financial Agreement*.

Project	<i>Full Partner</i> in charge	Main objectives & deliverables
<i>Learning Outcomes</i> definition & validation	University of Jean Monnet	- definition, in cooperation with <i>Associated Industrial Partners</i> of the <i>Programme Learning Outcomes</i> , recommendations and action plan to the <i>Programme</i> boards; - design of a policy and process for formal and informal <i>Learning Outcomes</i> assessment and evaluation of performance by the <i>Students</i> enrolled in the <i>Programme</i> .
Innovative learning activities	University of Eastern Finland	- design and implementation of the Sm4rtLab virtual learning environment
University Business Cooperation	University of Eastern Finland	- engagement and set-up of further cooperation between the <i>Consortium</i> and industrials;
Inter-university Academic Cooperation in Japan	Toyohashi University of Technology	- engagement and set-up of academic and financial cooperation between the Japanese Coordinating Institution and Japanese <i>Associate Academic Partners</i> ;

		- facilitation of efficient cooperation between the <i>Coordinating Institution</i> and Japanese <i>Associate Academic Partners</i> .
Quality related feedback	KU Leuven	- coordinating the quality mechanisms and the <i>Quality Assurance Board</i>

Article VI.9. Communication mechanisms

VI.9.1. *Full Partners* must participate, to the best of their abilities, to physical *Programme* Boards and (ad-hoc) virtual meetings.

VI.9.2. For reporting purpose and better transparency, integration, knowledge exchange and efficiency, the preferred mode of communication will be the use of an online project management application which allow tracking of conversations, collaborative work and the use of project management tools.

Article VI.10. Faculty and Staff management

VI.10.1. *Full Partners* shall, at their own expense, compensate their own representatives, academic (including teaching staff) and administrative staff which they employ for the delivery of the courses and assumes no responsibility for the compensation of the other *Full Partners'* representative, academic or teaching staff.

VI.10.2. *Full Partners* shall bear sole responsibility for ensuring that its contractual arrangements are in line with applicable collective labour agreements or national laws.

VI.10.3. *Full Partners* shall ensure that the academic staff involved in the delivery of the *Programme* teaching is recruited in line with at least the national minimum requirements, and preferably hold a PhD (or be near completion of one).

Article VI.11. Scholar roles

Full Partners recognized that effective *mobility* and enrollment of high-level invited scholars / guest-lecturers (hereinafter referred as "*Scholars*") coming from *Programme* or *Partner Countries* to *Host Institutions* or coming from one *Host Institution* of *Full Partners* to one *Associated Partner* is an instrumental way: 1/ to complement teaching, learning and project activities supervised by teaching staff of *Full Partners*; 2/ to increase quality and relevance of the *Learning Outcomes* of the *Programme*; 3/ to contribute to better employability of the *Programme's* graduates and promote the *Programme*; and 4/ to foster knowledge exchange to increase relevance and efficiency of the *Programme* as a whole.

VI.11.1. EMJMD scholars

VI.11.1.1. Minimum number of EMJMD scholars and duration of engagement

In line with the *Consortium* engagements derived from the *Grant Agreement*, a minimum of four (4) different EMJMD funded scholars must be engaged per intake for a minimum of eight (8) weeks in total per intake during the period of implementation of the *Grant Agreement*. A week is defined as minimum of 4 out of 7 consecutive calendar days and it is not possible to consider 8 consecutive days as 2 weeks. The minimum duration per engagement of an EMJMD scholar is one (1) week.

VI.11.1.2. Eligible EMJMD scholars

EMJMD scholar mobility is considered eligible in the following cases:

- (a) *mobility* between the *Consortium Members*, and
- (b) *mobility* from outside the *Consortium*, in case such *mobility* is clearly linked to the Master course.

VI.11.1.3. Source of funding and budget

EMJMD scholars' mobility must be financed by the Erasmus Mundus Joint Master Degree management component (Lump Sum contribution to the consortium management costs and costs and scholar *mobility*) of the *EMJMD Grant*. *EMJMD scholars' mobility* costs are considered as specific expenses for internal financial arrangements provided in yearly *Financial Agreements*.

The number of *EMJMD scholars mobility* financed every intake is set by the *Academic and Management Board* and provided in the *Financial Agreement*, in line with the sustainability strategy provided in Annex B.

EMJMD scholars will sign a *scholar agreement* with the *Coordinating Institution* on behalf of the *Full Partner* who will host this scholar or will benefit directly from activities to be done.

VI.11.2. Additional scholar mobility requirements

VI.11.2.1. *Full Partners* agree that preferably and when possible, a minimum of one (1) position at each *Hosting Institution* per intake must be opened, for a minimum of a two (2) weeks engagement per position opened.

VI.11.2.2. Additional scholar positions may be opened upon decision from the *Academic and Management Board*.

VI.11.3. Scholars must contribute to:

- (a) *Programme* teaching activities, either as the main lecturer of a *Programme's* course module or to support and complement an existing lecture, for instance to introduce a case study or provide Master thesis support;
- (b) *Programme* research activities,
- (c) OR *Programme* cycle management, from contribution to the curriculum development, transfer of knowledge, increase of the international outreach and partnerships development, *Quality Assurance Policy* implementation;
- (d) OR *Programme's* development projects, e.g. engagement and setting-up of *University-Business Cooperation*, *Learning Outcomes* definition and evaluation;
- (e) OR a combination of (a), (b), (c) and (d).

VI.11.4. Application and selection process

Full Partners must inform regularly the *Coordinating Institution* of the needs for *Scholars* they foresee for the following intake and produce job descriptions to document those needs.

Positions for scholars must be published on the *Programme* website and relay largely by *Full Partners* networks. Call for Proposals is open for each *Programme* intake, and applicants are advised to contact the Administrative Coordinator by email for further instructions. Scholars may be directly invited by the *Academic and Management Board*, and also staff of the participating organisations are eligible participants.

Academic and Management Board may request the applicants to submit by email:

- (a) a detailed CV including full contact information, a short professional profile, current employment status, academic and professional background (positions and projects) and teaching track-record and professional references;
- (b) a cover letter laying out what added-value the proposal could bring to the *Programme*, and notably with respect to student-centered teaching/lecturing, research activities and academic/professional networking in case of the mission include a teaching activity and/or the added-value the suggested mission will bring to the *Programme* cycle management of *Consortium* development, and
- (c) In the case the applicant apply to a teaching activity, a course proposal, including the course title, the *Learning Outcomes* (prerequisites, learning objectives and how these objectives fits into the sequence of the *IMLEX Programme*); a course syllabus (including course duration, themes covered by the courses, course sequence, cases-studies, learning materials, modes of learning, suggested readings...), desired teaching campus (Finland, Belgium, France or Japan) and suggested teaching dates.

Scholars are selected annually by the *Academic and Management Board* on the basis of a short-list constituted of any applications complying with the eligibility criteria and prepared by the *Coordinating Institution*.

Any applicants must be informed by the *Coordinating Institution* of the outcome of their application.

Applicants wishing to appeal on the *Academic and Management Board* decision shall be offered the opportunity to draft an appeal letter that must be transmitted to the *Quality Assurance Board* within a month following the publication of the selection outcome. The *Quality Assurance Board* may decide or not to ask the *Academic and Management Board* to reassess and reconsider the application, and to do so before beginning of the intake. The applicant will be informed of the appeal decision by a written instrument.

VI.11.5. Eligibility criteria

The *Consortium* equally welcomes lecturers from Higher Education Institutions as well as professionals from the private sector.

Applicants/invited scholars must:

- (a) hold a PhD (or be near completion of one, or demonstrate substantial experience as lecturer in a Higher Education Institution);
- (b) OR a substantial track-record in a relevant industry in a position where they demonstrate a relevant expertise as engineer, project/product manager,
- (c) AND be able to demonstrate their ability to teach at a high level, through professional experience in knowledge transfer activities (seminars, teaching and project management).

The *Consortium* encourages equal opportunity employment. Minority individuals, people with disabilities, and women are encouraged to apply. The *Consortium* offer support to women who face difficult circumstances or barriers to their full participation in the *Programme*.

VI.11.6. Selection criteria

The scholars must be selected in accordance with the consortium's specific selection criteria for scholars and bring concrete added value to the delivery of the programme. The selection criteria are:

- (a) motivation;
- (b) academic / professional track record (work experience, professional qualifications, publications) and,
- (c) English language proficiency.

VI.11.7. Formalization of the mission

A *Scholar Agreement* will be signed by each scholar and the *Coordinating Institution* prior to the date of the effective start of the mission. This *Scholar Agreement* must detail the terms and conditions applying to both the *Consortium* and the scholar, and must include notably:

- (a) remuneration (travel, accommodation and supporting costs that can be reimbursed, working fees, financing mechanisms, amount, and rule of allocation), payment modalities;
- (b) in case the applicant applies to a teaching activity a detailed course syllabus jointly developed with the *Host Institution's Academic Coordinator*, including timetable, calendar (e.g. exam/resit periods);
- (c) terms and conditions in case of annulation of the *Scholar Agreement*;
- (d) Intellectual Property rights arrangements, and
- (e) The reporting requirements and template.

VI.11.8. Reporting

Engaged *scholars* must submit in English a report detailing the performed tasks and results at the latest one (1) month after the end of the engagement. The report shall follow a template designed by the *Coordinating Institution*. The *Full Partner* engaging and welcoming the scholar is responsible for forwarding this report promptly to the *Coordinating Institution*.

Article VI.12. Protection of personal data

All the personal data disclosed during this *Programme* will be treated according to the Regulation EU no. 2016/679 (General Data Protection Regulation), being applicable also the national law that adapts the Regulation into each national legal system. Each *Full Partner* will adopt the role of data controller in relation to any personal data processed by the *Full Partner* as part of such *Full Partner's* participation in the *Programme*. If a *Full Partner* detects that their processing activities require a specific separate contract, including but not limited to data processing agreement or data sharing agreement, such *Full Partner* shall notify the other partners it reasonably deems may be affected thereby without undue delay, and such affected partners shall undertake to establish such specific separate contract without undue delay. All *Full Partners* are required to keep appropriate documentary evidence of data generation and handling.

Data subjects are:

- (a) applicants' personal data uploaded on the on-line application server during the Call for Application for *Students* as listed in article III.4.2.;
- (b) applicants' personal data uploaded on the on-line application server during the Call for Application for scholars as listed in article VI.11.4, and
- (c) *Students*
- (d) academic results during their participation in the *Programme*.

The transfer is necessary for:

- (a) the *Students'* selection process as detailed in article III.4.;
- (b) the *Scholars* selection process as detailed in article VI.11.4., and

(c) the monitoring of students *Learning Outcomes* and academic results.

The personal data transferred may be disclosed only to Local Academic Coordinators and Local Administrative Coordinator of each *Full Partner* and internal services in charge of the procedure that requires the personal information.

The personal data transferred may be stored for no more than: six (6) years (i.e. one (1) year more than the period of implementation of the *Grant Agreement*).

Consortium Members also agree that transferred and shared information and personal data shall be treated and protected as stated III.4.2. of this Agreement. Information relating to individuals (personal data) is collected and used, as applied to each Consortium Member, in accordance with both National and institutional Acts, Laws, and Regulations in EU and Japan, namely;

- (EC) N° 45/2001 of the European Parliament and of the Council of 18.12.2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L8 of 12.1.2001, p. 1).

- Act on the Protection of Personal Information, Act on Access to Information held by Administrative Organs, and related rules and regulations effective in the Japanese Hosting Institution(s).

- Act on the Use of Numbers to Identify a Specific Individual in Administrative Procedures and related rules and regulations effective in the Japanese Hosting Institution(s)

- The Finnish Data Protection Act (1050/2018)

C. SPECIAL CONDITIONS GOVERNING RELATIONSHIPS BETWEEN THE FULL PARTNERS AND THE ASSOCIATED ACADEMIC PARTNERS

SECTION VII. SCOPE AND PURPOSE

Article VII.1. The *Full Partners* and the *Associated Academic Partners* recognized that this *Special Conditions* are a key instrument to ensure robust institutional embedding and a stable basis for effective cooperation mechanisms within the partnership to ultimately ensure the best possible quality of academic services to *Students* enrolled in the *Programme* and catalyze institutional cooperation. The *Special Conditions* are agreed in a spirit of mutual benefit, to increase knowledge and skill transfer.

Article VII.2. *Associated Academic Partners* are not considered as part of the *Consortium* for contractual management with the *Agency*, and no direct contribution from the *EMJMD Grant* will be disbursed to *Associated Academic Partner*. The MEXT grant and JASSO scholarships will be separately arranged for the Japanese *Associate Academic Partners* by the *Japanese Coordinating Institution*.

Article VII.3. This agreement will be implemented within the legal requirements at each Higher Education Institution acting as *Associated Academic Partners*. The provisions of this agreement shall not be construed so as to diminish the fully autonomous position of any of the institutions.

SECTION VIII. CONSORTIUM OBLIGATIONS TOWARDS ASSOCIATED ACADEMIC PARTNERS

Article VIII.1. Information obligations

The *Coordinating institution* and the *Japanese Coordinating Institution* must inform regularly *Associated Academic Partners* of progress of the *Programme* milestones and strategy and take all necessary endeavors to further *Associated Academic Partners* cooperation in the *Programme*.

Article VIII.2. Publicity obligations

The *Coordinating institution* and the *Japanese Coordinating Institution* must ensure the visibility of the *Associated Academic Partners* in the *Programme* communication materials that are developed in line with the *Associated Academic Partners* visual identity policies and guidelines, including the use of their name and logo in publicity, dissemination and exploitation of the results materials.

Article VIII.3. Promotion of knowledge exchange and staff mobility

VIII.3.1. Promotion of scholar's mobility

VIII.3.1.1. Individuals who are associated with Higher Education Institution acting as *Associate Academic Partner* of the *Consortium* are encouraged to apply to the funded scholar positions of the *Consortium*.

VIII.3.1.2. Priority can be given, at equal level of selection outcome, to applicants from Higher Education Institution acting as *Associate Academic Partner* of the *Consortium* for engagement of *EMJMD/IUEP scholars*.

VIII.3.2. Promotion of staff mobility

The *Consortium* agree to fully finance, during the period of the *Grant* implementation, at least one (1) teaching or administrative staff visit from Higher Education Institutions acting as *Full Partner* to Higher Education Institutions which is *Associate Academic Partner* of the *Consortium*.

This *mobility* should contribute to further knowledge exchange between the Higher Education Institutions, in the form of teaching or research activities or foster further integration of the institution in the framework of the *Programme*, in the form of administrative collaboration or development of the learning design of the *Programme* (including cooperation with industrial partners from *Associated Academic Partners* networks).

Article VIII.4. Promotion of integration of the Associated Academic Partners in the Consortium governance

The Consortium agree to fully finance, either from EMJMD or MEXT funding, including the travel and subsistence costs, at least one (1) participation of the representative of the *Associated Academic Partners* or one (1) *Local Academic Partner* mandated by the Higher Education Institutions acting as *Associated Academic Partner* to an *Academic and Management Board* and *Quality Assurance Board* per academic year.

SECTION IX. ASSOCIATED ACADEMIC PARTNERS

OBLIGATIONS AND ROLES

Article IX.1. Integration in the Consortium governance and management

IX.1.1. *Associated Academic Partners* agree to ensure their representation, to at least one (1) *Academic and Management Board* per academic year, via the representative of *Associated Academic Partners* proxy or via one of the *Local Academic Partner* mandated by each *Associated Academic Partners*.

IX.1.2. Each *Associated Academic Partner* agrees to appoint a *Local Academic Coordinator*. The *Local Academic Coordinator* must be formally authorized to represent the *Associated Academic Partners*. S/he is the project leader in the institution which is an *Associated Academic Partner* of the *Consortium*. S/he acts as the contact person for the *Coordinating Institution* in all aspects related to the management and the implementation of the project.

IX.1.3. Change of the *Local Academic Coordinator* must be notified in writing to the *Coordinating Institution*.

Article IX.2. Integration in the Programme implementation and development

IX.2.1. Development of the Consortium international and corporate outreach

IX.2.1.1. *Associated Academic Partners* agree to take reasonable steps to contribute actively to the development of the *Programme*, notably to increase the *Consortium* international outreach through the promotion of further academic cooperation and the development of *University-Business Cooperation*.

IX.2.1.2. This includes notably to share with the *Coordinating Institution* all relevant information that might contribute to the *Programme* development, including contact details and active intermediation with their corporate partners, sectorial intelligence, teaching & learning, and international educational project management benchmarks and good practices, job offer, research funding opportunities, that might be of interest of the *Consortium*.

IX.2.2. Active involvement in the Programme component Master Thesis

IX.2.2.1. *Associated Academic Partners* agree to play an active role in the implementation of the Master thesis (during semester 4 of the *Programme*) through the *Japanese Coordinating Institutions*. This topic could be materialized into a placement in a research laboratory of the Higher Education Institution acting as *Associated Academic Partner*.

IX.2.2.2. *Associated Academic Partners* agree to engage actively in the co-supervision of the *Student/s* undergoing this placement by designating an academic tutor that will provide adequate guidance and follow-up, including at least one on-site visit if the placement take place in a private corporation.

IX.2.2.2. In case the *Student/s* perform her/his *Master Thesis* in a Higher Education Institution acting as *Associated Academic Partner* or in one of its affiliated research institution, *Associated Academic Partners* agree to offer to the *Student/s* full access to any scientific courses taught in English, local language courses and adequate administrative support.

Article IX.3. Promotion of knowledge exchange and staff mobility

Each *Local Academic Coordinator* must take reasonable steps to disseminate scholar's opportunities offered by the *Consortium*.

Article IX.4. Information obligations

Associated Academic Partners shall notify promptly the *Coordinating Institution* and the *Japanese Coordinating Institution* of:

- (a) any change likely to affect or delay the implementation of the *Programme* of which the *Associated Academic Partners* is aware;
- (b) any change in its legal, financial, technical, organization or ownership situation or of its affiliated entities and of any changes in its name, address, or legal representative or of its affiliated entities;
- (c) any significant issues, such as communications it receives from third parties.

Article IX.5. Publicity obligations

IX.6.1. *Associated Academic Partners* agree to take reasonable steps to contribute to promote the *Programme* by disseminating communication materials developed and financed by the *Full Partners* and by leveraging their own networks.

IX.6.1. *Associated Academic Partners* agree to allow the *Coordinating Institution* to communicate on their participation to the *Programme*, notably by using their names and logos in communication materials and inform the *Coordinating Institution* to any visual identity guidelines that must be used.

D. SPECIAL CONDITIONS GOVERNING RELATIONSHIPS BETWEEN THE FULL PARTNERS AND THE ASSOCIATED INDUSTRIAL PARTNERS

SECTION X. SCOPE AND PURPOSE

Article X.1. Those special conditions aim to specify *Full Partners*, - European and Japanese Higher Education Institutions - interactions with *Associated Industrial Partners*, non-educational actors. *Associated Industrial Partners* are socio-economic or private commercial entities that contribute to the promotion, implementation, monitoring, teaching and project management activities, supervision and evaluation activities and sustainable development of the *Programme* and who are signatory of this *Consortium Agreement*.

Associated Industrial Partners must operate, in a broad sense, in the lighting, computational imaging or XR sector, i.e. their activities in research and development, their technologies, process or products must be, at least partially, based on an expertise in these areas.

Considering the high priority given to ensure that the *Programme* rationale answers first and foremost to the needs of industrial actors of IT, imaging, lighting and photonics to ensure the best employability of its graduates, *Associated Industrial Partners* must play a structural role in the *Programme* governance, implementation (from design of the curriculum and learning outcome to active contribution of the learning activities) and institutional learning.

Article X.2. Separate written arrangements must be agreed to further the relationships between the *Full Partners* and the *Associated Industrial Partners*, on an *ad-hoc* basis.

In particular, those separate agreements shall govern the management of Intellectual Property Rights that arise from cooperation between *Full Partners* and *Associated Industrial Partners*, including notably joint research projects, *Student/s'* work placement or teaching materials developed by guest-lecturers for the industrial courses and case studies design and delivery.

Article X.3. *Associated Industrial Partner* are not considered as part of the EMJMD-IUEP consortium for contractual management with the *Agency*, and no direct contribution from the *EMJMD/MEXT Grant* will be disbursed to *Associated Industrial Partners*. Terms and conditions set forth below do not imply any financial commitment from the *Coordinating Institution* nor the *Associated Industrial Partners* but rather ensure robust institutional embedding and a stable basis for further effective cooperation mechanisms in a spirit of mutual benefit.

SECTION XI. CONSORTIUM OBLIGATIONS AND ROLES

Article XI.1. Information obligations

The *Coordinating institution* must inform regularly *Associated Industrial Partners* of progress of the *Programme* milestones and strategy and take all necessary endeavors to further *Associated Industrial Partners* cooperation in the *Programme*.

Article XI.2. Publicity obligations

The *Coordinating institution* must ensure the visibility of the *Associated Industrial Partners* in the *Programme* communication materials that are developed in line with the *Associated Industrial Partners* visual identity policies and guidelines, including the use of their name and logo in publicity, dissemination and exploitation of the results' materials.

Article XI.3. Promotion of knowledge exchange and staff mobility

XI.3.1. Promotion of involvement of industrials in the Programme design and Programme development

XI.3.1.1. *Full Partners* agree to associate *Associated Industrial Partners* and any corporate relations to the definition of *Learning Outcomes* definition & validation development project.

XI.3.1.2. *Full Partners* agree to ensure that some teaching modules will be directly given by professionals working primarily in a relevant industry. Those teaching modules can be delivered either by hosting a guest lecturer or via videoconferencing.

XI.3.1.3. *Full Partners* are encouraged to organize and finance at least one on-site visit per intake where *Students* can be exposed to an industry products, process and technology and engage with professionals.

XI.3.1.4. *Full Partners* agree to organize during each intake semester 1, beginning from the first intake 2020/2022, an event gathering newly recruited *Students*, *Consortium Members* representatives, professionals from the field of IT, computational imaging, lighting and photonics and aiming to catalyze knowledge exchange to drive the *Consortium* development in line with the stakes of the industry.

XI.3.2. Promotion of scholar mobility

XI.3.2.1. Individuals who are associated with private commercial entities acting as *Associated Industrial Partner* of the *Consortium* are encouraged to apply to funded the scholar positions of the *Consortium*.

XI.3.2.2. Priority can be given, at equal level of selection outcome, to applicants from *Associate Industrial Partner* of the *Consortium* for engagement of *EMJMD scholars*.

Article XI.4. Promotion of integration of the Associated Industrial Partners in the Consortium governance

The *Consortium* may finance, including the travel and subsistence costs, the participation of the representative of the *Associated Industrial Partners* to an *Academic and Management Board* and *Quality Assurance Board*. Participation and financing are agreed separately between the *Industrial Partner* and the *Coordinating Institution*, or the *Japanese Coordinating Institution*.

SECTION XII. ASSOCIATED INDUSTRIAL PARTNERS OBLIGATIONS AND ROLES

Article XII.1. Integration in the Consortium governance and management

XII.1.1. Each *Associated Industrial Partners* agrees to appoint a *representative*. The *representative* must be formally authorized to represent the *Associated Industrial Partner*. S/he is the project leader in the institution which is an *Associated Industrial Partner* of the *Consortium*. S/he acts as the contact person for the *Agency* and for the *Coordinating Institution* in all aspects related to the management and the implementation of the project. The *representative* can be different from the Legal Representative of the *Associated Industrial Partner*.

XII.1.2. Change of the *representative* must be notified in written to the *Coordinating Institution* with at least one (1) month notice.

Article XII.2. Integration in the Programme implementation and development

XII.2.1. Active involvement in the Programme component Master Thesis

XII.2.1.1. *Associated Industrial Partners* agree to play an instrumental role in the implementation of the *Master thesis* (during semester 4 of the *Programme*). They are encouraged to submit to the *Coordinating Institution*, and/or the *Japanese Coordinating Institution* in case of the *Partners* in Japan, at least one *Master Thesis* proposal in line with the academic expectations of the *Consortium*. This topic should materialize into a placement / internship position for the *Student/s* in April – September of each year.

XII.2.1.2. *Associated Industrial Partners* agree to engage actively in the co-supervision and evaluation of the *Student/s* undergoing this placement by designating an academic tutor of the *Consortium* that will provide adequate guidance, follow-up and evaluation of the performance of the *Student/s*.

XII.2.1.3. This placement must be governed by a separate placement agreement between the *Student*, the *Coordinating Institution* and the *Associated Industrial Partner*.

XII.2.2. Active involvement in the Curriculum design and teaching activities

XII.2.2.1. *Associated Industrial Partners* agree to submit to the best of its capabilities and interests, case studies that can be used as teaching materials during lab sessions.

XII.2.2.2. *Representatives* must take reasonable steps to disseminate *Scholar's* opportunities offered by the *Consortium*.

XII.2.2.3. Separate agreement shall govern the implementation of those case studies, industrial projects, and other teaching involvement, notably with respect to Intellectual Property rights and commercial use derived from any intellectual materials produced by the *Students* and the academic supervisors during the implementation of the *Programme* edition.

XII.2.3. Development of the Consortium international and corporate outreach

XII.2.3.1. *Associated Industrial Partners* agree to take reasonable steps to contribute actively to the development of the *Programme* and notably:

- (a) by ensuring the best possible representation to the *Academic and Management Board* and *Quality Assurance Board*;
- (b) by ensuring a constant feedback on their industry and sectorial challenges and human resources needs to contribute to the definition of the *Programme Learning Outcomes*;
- (c) through engagement of active discussions for the development of *University-Business Cooperation* that will be ruled by separate and ad-hoc agreements.

XII.2.3.2. This includes notably to share with the *Coordinating Institution* all relevant information that might contribute to the *Programme* development, including contact details and intermediation with their corporate partner's, sectorial intelligence, good practices, job offers, research funding opportunities, that might be of interest of the *Consortium* and are considered not diminishing their competitive advantage.

Article XII.3. Information obligations

Associated Industrial Partners shall notify promptly the *Coordinating Institution* of:

- (a) any change likely to affect or delay the implementation of the *Programme* of which the *Associated Industrial Partners* is aware;
- (b) any change in its legal, financial, technical, organization or ownership situation or of its affiliated entities and of any changes in its name, address, or legal representative or of its affiliated entities which is to affect the implementation of the *Programme*;
- (c) any significant issues, such as communications it receives from third parties that may have a direct impact on the *Programme* implementation.

Article XII.4. Publicity obligations

X.6.1. *Associated Industrial Partners* agree to take reasonable steps to contribute to promote the *Programme* by disseminating communication materials developed and financed by the *Full Partners* and by leveraging their own networks and mentioning their association in their quality of *Associated Industrial Partner* in corporate communication materials as they see fit.

X.6.1. *Associated Industrial Partners* agree to allow the *Coordinating Institution* to communicate on their participation to the *Programme*, notably by using their names and logos in communication materials and inform the *Coordinating Institution* to any visual identity guidelines that must be used.

E. CONFIDENTIALITY, DISPUTE RESOLUTION, LIABILITY AND APPLICABLE LAW

Article E.1 Confidentiality

Confidential Information means either oral or written information concerning technical, financial, commercial or other matters which is clearly marked as confidential prior to its disclosure or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information.

The Parties are not entitled to use Confidential Information for other purposes than for fulfilling their obligations according to this Agreement.

The confidentiality obligations shall not apply to information, which the receiving Party is able to demonstrate to be:

- public or which later becomes part of the public domain through no fault or negligence of the receiving Party or its personnel, or through no breach on this Agreement or applicable legislation;
- already in the receiving Party's possession at the time of disclosure through no fault or negligence of the receiving Party;
- received from a third Party without any confidentiality obligations;
- independently developed by the receiving Party without using any Confidential Information of the disclosing Party; or
- required to be disclosed by law, decree, governmental order or similar.

The Parties shall apply the confidentiality obligations set out herein during the term of this Consortium Agreement and five (5) years thereafter.

Article E.2. Publication

Unless otherwise stated in this Agreement, the intellectual property is, in principle, public information and each Party has the right to publish the intellectual property generated by it. Theses and dissertations made in the course of the Programme shall be public. In case confidential information or data is used in reports, theses or dissertations that part can be excluded from the publicly available information.

Confidential Information shall not be disclosed when publishing intellectual property. The Full Partners and, when affiliated, the relevant Associate Partners are entitled to review the intended publications prior to publishing. The material which is intended to be published shall be delivered to the Full Partners and, when affiliated, the relevant Associate Partners for approval in writing (including e-mail). Restricting the publication shall be claimed no later than within thirty (30) days as of receiving the material intended to be published. Restricting the publication may only be claimed on well-founded grounds, which may either be the protection of Confidential Information or protecting intellectual property rights included in the intended publication. Should this be the case, the Full Partners and, when affiliated, the relevant Associate Partners shall negotiate amending the publication and avoid the situation, where the whole publication would be banned. If the Full Partners and, when affiliated, the relevant Associate Partners have not expressed their well-founded and specified claim to restrict the publication within the said time limit, the publication shall be considered permitted.

Article E.3 Dispute resolution

E.3.1 Mediation

If a dispute arises out of or relating to any aspect of this Consortium Agreement between the Parties and if the dispute cannot be settled through negotiation, Consortium Partners agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. The Parties shall agree upon a three-person panel to hear and determine the dispute.

E.3.2. Arbitration

Should the Parties fail to so settle the dispute, the matter in dispute shall be finally and exclusively settled by binding arbitration according to the Rules of Arbitration of the International Chamber of Commerce ("ICC") with the composition of one arbitrator. The arbitral proceedings shall take place in Helsinki in the English language.

Article E.4 Liability

The Parties shall carry out the work related to the Programme using reasonable skill, care and diligence as well as professional personnel. The Party shall not, however, be held liable for the content of the Intellectual Property. Additionally, the Party using the Intellectual Property shall be exclusively liable for the use it puts such Intellectual Property, including the intellectual property rights relating thereto.

The Parties shall be liable towards each other for damage caused by a breach of contract. The liability of either Party arising in any way out of the subject matter of this Agreement shall not extend to any indirect or consequential loss or damage. The liability of a Party shall in all cases be limited to the share of financing of the Party in breach in accordance with this Consortium Agreement. The limitations of liability set out herein shall not apply if the damage is caused by a wilful act or gross negligence.

Each Party shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Party in question or of the Partner's employees or third parties resulting directly or indirectly from performance of the Programme activities by the Partner in question under the present Agreement. Each Party shall be solely liable towards the European Commission and MEXT for any breach or noncompliance as described in the present Agreement. If the Coordinating Institution or the Japanese Coordinating Institution has to pay any damages or punitive sanctions to the European Commission or MEXT for such breach or non-compliance by a Partner, the Coordinating Institution or the Japanese Coordinating Institution shall be entitled to full reimbursement from the said Party.

The Coordinating Institution shall not be required to provide insurance cover to persons other than as required by European Commission and the Programme.

The Parties shall not be liable for damage caused by any delay or failure in the performance of the other Parties. The Parties shall not be liable for damage caused by any delay or failure due to force majeure.

All claims against a Party shall be made no later than one (1) year as of the date the damage incurred or the date the aggrieved Party became aware of the damage. All claims for damages shall, however, be made no later than one (1) year as of the termination of this Agreement.

Article E.5 Applicable law

This Agreement is governed by the laws of Belgium excluding its conflict of law provisions.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

F. SIGNATURES OF FULL PARTNERS

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE OF THE LAST SIGNATURE. THE PARTIES SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT, AND SHALL BECOME EFFECTIVE WHEN COUNTERPARTS HAVE BEEN SIGNED BY EACH OF THE PARTIES AND DELIVERED TO THE OTHER PARTIES; IT BEING UNDERSTOOD THAT ALL PARTIES NEED NOT SIGN THE SAME COUNTERPARTS.

_____Jukka JURVELIN

Date

Legal representative
University of Eastern Finland, Finland
Coordinating Institution

_____Kazuhiko TERASHIMA

Date

Legal representative
Toyohashi University of Technology, Japan
Coordinating Institution in Japan

_____Michèle COTTIER

Date

Legal representative
University Jean Monnet, Saint-Etienne, France
Full Partner

_____Luc SELS

Date

Legal representative
KU Leuven, Belgium
Full Partner

G. SIGNATURES OF ASSOCIATED ACADEMIC PARTNERS

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE OF THE LAST SIGNATURE. THE PARTIES SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT, AND SHALL BECOME EFFECTIVE WHEN COUNTERPARTS HAVE BEEN SIGNED BY EACH OF THE PARTIES AND DELIVERED TO THE OTHER PARTIES; IT BEING UNDERSTOOD THAT ALL PARTIES NEED NOT SIGN THE SAME COUNTERPARTS.

By & between

University of Eastern Finland
(Hereinafter referred to as "the *Coordinating Institution*")

represented for the purposes of signature of this agreement by:
Jukka JURVELIN

and the other *Full Partners*, duly represented by the *Coordinating Institution* by virtue of the mandates for the signature of this *Consortium Agreement* where a provision applies without distinction between the *Coordinating Institution* or another *Full Partners*

of the one part, and

Utsunomiya University
(Hereinafter referred to as "*Associated Academic Partner*")

represented for the purposes of signature of this agreement by:
Kazutaka YOKOTA

Chiba University
(Hereinafter referred to as "*Associated Academic Partner*")

represented for the purposes of signature of this agreement by:
Akira YANAGISAWA

on the other part.

WHEREAS:

- A. The *Full Partners*, having considerable experience in the field concerned, have successfully submitted a proposal to the European Commission as part of the Erasmus+ Programme, Key action KA1 Learning Mobility of Individual, action: Student and staff mobility in Joint Master Degrees, ACTION TYPE: Joint Master Degrees – Partnership with Japan 2019 under the Call for proposals EAC/A03/2018, and have been granted the status and funding of the said Action Type (project number: 612957-EPP-1-2019-1-FI-EPPKA1-JMD-MOB-JP)
- B. The *Coordinating Institution* and *Associated Academic Partners* wish to specify or supplement binding commitments among themselves in addition to the provisions of the letters of intent annexed in the aforementioned proposal.

Hereby agree to the

**Chapter C. Special Conditions governing relationships between the Full Partners and the Associated Academic Partners and
Chapter E. Confidentiality, dispute resolution, liability and applicable law**

_____Jukka JURVELIN

Date

Legal representative
University of Eastern Finland, Finland
Coordinating Institution

_____Kazutaka YOKOTA

Date

Legal representative
Utsunomiya University, Japan
Associated Academic Partner

_____Akira YANAGISAWA

Date

Legal representative
Chiba University, Japan
Associated Academic Partner

H. SIGNATURES OF ASSOCIATED INDUSTRIAL PARTNERS

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE OF THE LAST SIGNATURE. THE PARTIES SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT, AND SHALL BECOME EFFECTIVE WHEN COUNTERPARTS HAVE BEEN SIGNED BY EACH OF THE PARTIES AND DELIVERED TO THE OTHER PARTIES; IT BEING UNDERSTOOD THAT ALL PARTIES NEED NOT SIGN THE SAME COUNTERPARTS.

By & between

University of Eastern Finland
(Hereinafter referred to as "the *Coordinating Institution*")

represented for the purposes of signature of this agreement by:
Jukka JURVELIN

and the other *Full Partners*, duly represented by the *Coordinating Institution* by virtue of the mandates for the signature of this *Consortium Agreement* where a provision applies without distinction between the *Coordinating Institution* or another *Full Partners*

of the one part, and

Brighterwave Inc.
(Hereinafter referred to as "*Associated Industrial Partner*")

represented for the purposes of signature of this agreement by:
Tommi JOUHTI

Dispelix
(Hereinafter referred to as "*Associated Industrial Partner*")

represented for the purposes of signature of this agreement by:
Antti SUNNARI

ETAP Lighting International NV
(Hereinafter referred to as "*Associated Industrial Partner*")

represented for the purposes of signature of this agreement by:
Dominiek PLANCKE

Itoh Optical Industrial Co.
(Hereinafter referred to as "*Associated Industrial Partner*")

represented for the purposes of signature of this agreement by:
Hiroshi ITOH

NVIDIA Ltd
(Hereinafter referred to as "*Associated Industrial Partner*")

represented for the purposes of signature of this agreement by:
Jaap ZUIDERVELD

Process Genius Oy
(Hereinafter referred to as "*Associated Industrial Partner*")

represented for the purposes of signature of this agreement by:
Jani AKKILA

Schröder
(Hereinafter referred to as "*Associated Industrial Partner*")

represented for the purposes of signature of this agreement by:
Peter BOS

TRILUX
(Hereinafter referred to as "*Associated Industrial Partner*")

represented for the purposes of signature of this agreement by:
Willem DAMMERS

on the other part.

WHEREAS:

- A. The *Full Partners*, having considerable experience in the field concerned, have successfully submitted a proposal to the European Commission as part of the Erasmus+ Programme, Key action KA1 Learning Mobility of Individual, action: Student and staff mobility in Joint Master Degrees, ACTION TYPE: Joint Master Degrees – Partnership with Japan 2019 under the Call for proposals EAC/A03/2018, and have been granted the status and funding of the said Action Type (project number: 612957-EPP-1-2019-1-FI-EPPKA1-JMD-MOB-JP)
- B. The *Coordinating Institution* and *Associated Industrial Partners* wish to specify or supplement binding commitments among themselves in addition to the provisions of the letters of intent annexed in the aforementioned proposal.

Hereby agree to the

Chapter D. Special Conditions governing relationships between the Full Partners and the Associated Industrial Partners and
Chapter E. Confidentiality, dispute resolution, liability and applicable law

Jukka JURVELIN

Date

Legal representative
University of Eastern Finland
Coordinating Institution

Date

Legal representative
Itoh Optical Industrial Co.
Associated Industrial Partner

Date

Legal representative
Brighterwave Inc.
Associated Industrial Partner

Date

VP EMEA, Legal representative
NVIDIA Ltd
Associated Industrial Partner

Date

Legal representative
Dispelix
Associated Industrial Partner

Date

Legal representative
Process Genius Oy
Associated Industrial Partner

Date

Legal representative
ETAP Lighting International NV
Associated Industrial Partner

Date

Legal representative
Schröder
Associated Industrial Partner

Date

Legal representative
Associated Industrial Partner
TRILUX

ANNEX A. DEFINITIONS

Academic and Management Board shall mean the main governing body established under this *Consortium Agreement*, to resolve a variety of management issues in accordance with the terms laid down in article II.3.1.

Administrative and Financial Handbook shall mean the “vademecum” for beneficiaries of the Erasmus+: KA1 Higher Education Erasmus Mundus Joint Master Degree action of the European Commission. The *Administrative and Financial Handbook* forms the Annex XI to the *Grant Agreement* and therefore contractually enforceable.

Agency shall mean the Education, Audiovisual and Culture Executive Agency entrusted with the implementation of programmes and activities on behalf of the European Commission the European Commission.

Associated Academic Partner shall mean any Higher Education Institution that contributes indirectly to the promotion, implementation, monitoring, evaluation activities and/or sustainable development of the *Programme* and who is signatory of this *Consortium Agreement*. Their expertise is called upon on an ad-hoc basis. In contrast to *Full Partners* (see definition below), *Associate Academic Partners* are not entitled to benefit directly from the *Grant Agreement*.

Associated Industrial Partner shall mean any socio- economic entity (i.e. commercial enterprises, public authorities or organizations, non-profit or charitable organizations, etc.) that contributes to the promotion, implementation, monitoring, evaluation activities and/or sustainable development of the *Programme* and who is signatory of this *Consortium Agreement*. Their expertise is called upon on an ad-hoc basis. In contrast to *Full Partners* (see definition below), *Associate Industrial Partners* are not entitled to benefit directly from the *Grant Agreement*.

Associated Partners shall mean *Associated Academic Partners* and *Associated Industrial Partners*.

Consortium Agreement shall mean this agreement including all Annexes.

Consortium Members or **the Consortium** shall mean all parties associated to this *Consortium Agreement*: *Full Partners*, *Associated Academic Partners* and *Associated Industrial Partners*.

Coordinating Institution: shall mean the organization responsible for the overall management of any activities necessary to readily implementation of the action within the *Consortium*. The *Coordinating Institution* acts as the main beneficiary in the contractual and financial relations between the *Consortium* and the *Agency*. University or Eastern Finland is the *Coordinating Institution*. The *Coordinating Institution* has signed a multi-beneficiary *Grant Agreement* on behalf of the *Full Partners*.

Corporate Partners any socio- economic entity (i.e. commercial enterprises, public authorities or organizations, non-profit or charitable organizations, etc.) that contribute directly or indirectly to the *Programme* implementation. *Corporate Partners* may or may not be *Associated Industrial Partner*.

EMJMD Grant shall mean the grant awarded by the Education, Audiovisual and Culture Executive Agency and forms the estimated budget of the action as provided in Annex III of the *Grant Agreement*.

EMJMD/IUEP Scholars shall mean a professional (professor, assistant professor, postdoc, lecturer, expert, consultant, engineer,

etc.) that contributes directly to the teaching, supervision, promotion, implementation, monitoring, evaluation activities and/or sustainable development the *Programme* during a short term period and who is beneficiary of an *EMJMD scholar* grant or IUEP funds.

EMJMD/IUEP Student shall mean a *Student* effectively enrolled in the *Programme*, registered at University or Eastern Finland, and who is beneficiary of an EMJMD/JASSO scholarship or IUEP funds.

Erasmus+ Programme Guide shall mean the “guidelines” published for beneficiaries of the Erasmus+: KA1 Higher Education Erasmus Mundus Joint Master Degree action of the European Commission, Version 2 (2019): 15/01/2019.

Financial partners shall mean any public or private institution entering a grant agreement with the *Consortium*.

Full Partners shall mean any Higher Education Institution signatory of this *Consortium Agreement*, including *General Conditions* and *Special Conditions* of this *Consortium Agreement*/IUEP Funds AND direct beneficiaries of the *Grant Agreement*. *Full Partners* are European and Japanese degree-awarding Higher Education Institutions recognized as such by the relevant authorities of the country in which they are established and contribute actively and directly to the preparation, implementation and evaluation of the *Programme*. Each *Full Partner* signed a mandate by which the signatory grants power of attorney to the *Coordinating Institution* to act in his name and on his account during the implementation of the action.

Full Partners of EU shall mean the Full Partner institutions situated in the European Union.

General Conditions shall mean the terms and obligations governing the relationships between the *Full Partners*. These terms are set for the same period as the *Consortium Agreement* but can be changed in accordance with the terms laid down in article II.5. Terms and obligations that are likely to be revised every academic year are laid out in the annexes.

Grant Agreement shall mean Grant agreement nr 2019 – 1908 / 001 – 001, EMJMD PROJECT NUMBER - 612957-EPP-1-2019-1-FI-EPPKA1-JMD-MOB-JP between the *Agency*, acting under powers delegated by the European Commission, and the University or Eastern Finland and the *Full Partners* duly represented by the *Coordinating Institution* by virtue of mandates included in Annex IV the *Grant Agreement*.

Host Institution shall mean the institution which is either a *Full Partner* (during the first three semesters of the *Programme*) or *Associated Partner* (during semester four of the *Programme*) where the *Student* will reside during the *Programme* for completion of one semester.

IMLEX shall mean ‘Master of Science in Imaging and Light in Extended Reality’ and is the name of the Erasmus+ Erasmus Mundus Joint Master Degree – Partnership with Japan for which this *Consortium Agreement* is established.

IUEP shall mean ‘Inter-University Exchange Project (IUEP)’ as the funds allocated to the *Japanese Coordinating Institution* by MEXT to implement the *Programme*. The term “IUEP funds” is used interchangeably with the “MEXT Grant”

Japanese Coordinating Institution shall mean the Toyohashi University of Technology, that is the responsible for, jointly with the *Coordinating Institution*, the management of activities necessary to readily implementation of the *action* within the *Consortium*.

JASSO Grant shall mean the funds granted by Japan Student Services Organization (JASSO) to the *Programme*. The grant is referred as the *JASSO scholarship* in some parts of the *Agreement*.

Learning Outcomes shall mean significant and essential learning that learners have achieved, and can reliably demonstrate at the end of the *Programme*, notably in terms of knowledge and skills needed

by the *Programme's Corporate Partners* in the perspective of better employability of the *Students*.

Local university tuition fees shall mean any fees that *Students* registered in the *Programme* have to pay to the *Hosting Institution* where they are enrolled or following course modules, including the Master Thesis and work placement. The cost to these local university tuition fees shall be accounted in the *Participation Costs* of the *Programme* for the *EMJMD students*.

MEXT Grant shall mean the grant awarded by the Ministry of Education, Culture, Sports and Science and Technology of Japan (MEXT) as the funds allocated for the Inter-University Exchange Project (IUEP)

Mobility shall mean physical *mobility* of a *Students* or teaching and administrative staff from a *Consortium Member* to another.

Mobility scheme shall mean learning path embedded in the *Programme*, including options that can be made by the *Students* and international travel needed to ensure full participation to the *Programme*.

Parties shall mean Full Partners, Associated Academic Partners, and Associated Industrial Partners

Programme shall mean all administrative and academic activities and development projects supporting the development, implementation, evaluation and sustainability of the IMLEX.

Quality Assurance Board shall mean the board established under this *Consortium Agreement* to resolve a variety of quality assurance issues in accordance with the terms laid down in article II.3.2..

Representative shall mean an individual appointed by a *Consortium Partner* and who is authorized to represent this *Consortium partner*.

She/he is the project leader in the institution which is a *Consortium Member*. He/she acts as the contact person for the *Consortium* in all aspects related to the management and the implementation of the project.

Scholars shall mean a professional (professor, assistant professor, postdoc, lecturer, expert, consultant, engineer, etc.) that contributes directly to the teaching, supervision, promotion, implementation, monitoring, evaluation activities and/or sustainable development the *Programme* during a short term period.

Self-financed student shall mean a *Student* effectively enrolled in the *Programme*, registered at University of Eastern Finland, but who did not benefit from a EMJMD/JASSO scholarship nor benefit from a scholarship directly managed by the *Coordinating Institution*.

Special Conditions shall mean the terms and obligations governing the relationships between the *Full Partners* and *Associated Partners* and set for the same time frame of the *Consortium Agreement*. Additional commitments between the *Full Partners* and *Associated Partners* are provisioned in specific and separate bilateral agreements.

Student/s shall mean individual that are effectively (administratively and academically) registered in the *Programme* in view of a graduation. *Students* include *EMJMD/IUEP students* and *Self-financed Students*.

Student Agreement shall mean the contract signed between a *Student* following her/his enrolment in the *Programme* and the *Coordinating Institution* on behalf of all *Full Partners*. It aims to ensure the proper participation of the *Student* in the *Programme* activities and guarantee adequate transparency of the *Programme* participation rules by defining both the *Full Partners* and *Student's* rights and obligations in relation to her/his Master courses studies.

ANNEX B. SUSTAINABILITY PLAN

Within the framework of monitoring and evaluation of the *Programme*, the *Full Partners* understand the achievement of the financial and academic sustainability as measuring whether the benefits (i.e. the positive impacts of the social and economic added-value created in the society at large) of the *Programme* are likely to continue - and to what extend - after the *Agency* funding ceased.

Simply put, sustainability is understood as our financial and institutional ability to continue offering the *Programme* after the first four intakes which will be heavily supported by the *Agency*, and with at least continuity (if not enhancement) of its academic value, defined as its ability to deliver to the students the knowledge and skills employers need, and measured mainly through the employability rate of the *Programme* graduates.

The sustainability initiatives taken by the IMLEX consortium are based on the long tradition and experience that is available from different Erasmus Mundus programmes coordinated by the UJM since 2005 (CIMET and COSI), UEF (European Forestry since 2004) and KU Leuven (Nanotechnology and Food science, Technology and Business since 2005), and they include taking all necessary steps at the national level to ensure that the IMLEX Master's programme becomes a fully fundable Master's course after the 4th student intake, so that the daily operation of the course can continue after the funding period and the programme staff are funded by the Ministry of Education in each partner country. In UEF, UJM Saint-Etienne and TUT the masters programme IMLEX is already backed up by an existing Master's programme, so students registering are regular Master's students and receive the corresponding government funding.

In KU Leuven the programme will pass the accreditation procedure of NVAO and will be included in the HOR (Hoger Onderwijs Register) of the Flemish ministry of Education. The NVAO issues automatic accreditations to Erasmus Mundus courses for the entire length of the EU funding period. The consortium commits itself to keep on attracting students after the funding period by publishing minimum 2 tuition fee waivers for each partner institution via the website. The IMLEX consortium partners will attract university chairs (i.e. university professor chairs funded by an external organisation or company) to be able to guarantee the system of international scholars teaching in the course. This will result in a continued international composition of the teaching team after the EU funding stops. A number of selected courses (specialisation courses rather than the general courses) will be offered as company courses to industrial partners for a market-conform price. The intention is to use this income as a fund to provide grants to self-paying students after the EU funding period.

In order to attract self-paying students to the course, the expertise and experience present at the consortium partners in running self-supporting Master's courses will be invaluable, e.g. the COSI programme at UJM and the BIFTEC programme at KU Leuven (where in 2018 more self-paying students than scholarship students were enrolled). These efforts will include a programme website, flyer, participation in EHEF fairs and other international recruitment fairs. The IMLEX alumni network which will be linked to the EMA alumni association will be kept in the loop of the programme in several ways, which can also result in external funding of the course (eg. the alumni will be represented in the course management board).

FINANCIAL AGREEMENT TEMPLATE

Financial management principles that must preside over expenditures (operational and start-up costs) decisions and allocation of revenues are exemplified by the structure and internal logic of the annual Financial Agreement. Below is a template with forecasted revenues during the period of the implementation of the Grant Agreement. It should be noted that start-up costs that may continue after the Agency funding ceased (e.g. scholar's *mobility*, development projects) will be then financed through recurring revenues.