



JOINT DEGREE MANAGEMENT AND ADMINISTRATION NETWORK
TACKLING CURRENT ISSUES AND FACING FUTURE CHALLENGES

ANNEX 4: JOIMAN cooperation agreement template

Introduction

The JOIMAN survey on Joint Programmes management showed that 95% of coordinators are currently using a cooperation agreement which can be considered a good practice for the development and management of joint programme, if addressed at the very beginning of the development phase.

Therefore, starting from the experience of the 15 universities involved in joint programmes, the JOIMAN network has been working on the existing cooperation agreement templates collected from the institutions participating in the project, aiming to identify a scheme that could be transferred to other users and, more importantly, aiming to identify the crucial issues that need to be addressed and negotiated by the partners involved in a joint programme.

Therefore, this document can be used as a checklist of the important topics and headings which need to be addressed and agreed among the partners in order to facilitate the successful implementation of the joint programme.

A list of headings which could be included in the agreement is provided in this document. Each heading is explained and examples of contents are given below the explanation.

General remarks and suggestions

- The negotiation of an international agreement is a long process involving many institutional actors and requiring a lot of effort and expertise. Therefore we recommend the negotiation of cooperation agreements that are valid for a reasonable period of time (3 – 5 years) in order to avoid yearly negotiations.
- Some issues generally included in the cooperation agreements may require periodical revision (e.g.: tuition fees, selection process etc). Therefore it is advisable to describe those issues and procedures in flexible annexes, which may be less complex to review than the cooperation agreement itself.
- The involvement of the administration during the negotiation phase is crucial. The administration should guarantee that the internal rules on the cooperation agreement are respected, but could provide additional, specific technical assistance on administrative topics during the negotiation process.
- The cooperation agreement should be transparent and shared with all stakeholders, including students.

Proposed Agreement Layout

- 1. Description of the Programme**
- 2. Legal Framework**
- 3. Cooperation aspects**
 - 3.1. Coordinating institution
 - 3.2. The boards
 - 3.3. Task forces and committees
- 4. Promotion of the programme**
- 5. Student's administration**
 - 5.1. Student application form
 - 5.2. Criteria for admission
 - 5.3. Selection procedure
 - 5.4. Enrolment of students
 - 5.5. Academic progress and examination of students
 - 5.6. Mutual recognition within the consortium and the final degree
 - 5.7. Mobility
 - 5.8. Students' rights and responsibilities
- 6. Financial Management**
- 7. Services**
 - 7.1. Insurance obligations
 - 7.2. Prevention and safety
- 8. Quality assurance**
- 9. Faculty and administrative staff exchange**
- 10. Duration**
- 11. Application of law and dispute resolution**
- 12. Intellectual property rights**
- 13. Confidentiality**

Annexes may include the detailed study programme, the internal regulations, the budget breakdown and a sample of diploma awarded.

1. Description of the programme

This initial section contains a summary explaining the main objective, length, target group, mobility scheme and role of the partners. It explains the competences or qualifications acquired and the kind of degrees awarded. Detailed study programme could be annexed

2. Legal framework and national qualifications

The agreement should describe how the programme is formally accredited and which institutions or agencies are involved in the accreditation procedure.

The agreement should inform about the length of the validity of the accreditation.

The agreement should describe the value of the degree in the national qualification framework.

The agreement should quote the legislative framework which includes the above mentioned issues and which allows the development of international programmes leading to the award of double or joint degrees.

Example: The programme X has been accredited by the Italian Ministry of Education. In Italy, once accredited by the Ministry, programmes do not expire.

The programme X is a "Laurea Magistrale", which is a second cycle degree giving access to doctoral studies.

The Italian Decrees 509/99 and 270/2003 allow Italian Higher Education Institutions to develop study programmes jointly with other Italian and non Italian institutions.

3. Cooperation aspects

This chapter describes the management structure and the cooperation aspects of the consortium.

3.1. Coordinating institution

The agreement should indicate, if applicable, which institution coordinates the joint programme. If the coordinating institution rotates among the partners, the mechanism should be described here. The main responsibilities of the coordinating institution should also be indicated.

3.2. The governing boards

This heading describes the governing bodies of the joint programme. Usually the board is composed of a local academic coordinator nominated by each partner of the consortium.

In addition, a students' representative and an administrative coordinator could be appointed in order to ensure the representation of students in the decision-making processes and the administrative expertise for the implementation of the programme.

Example: academic coordinator: each partner should appoint a local academic coordinator from amongst the academic staff teaching in the programme, who is responsible for ensuring that the requirements of their home Universities are met.

Administrative coordinator: each University appoints at least one administrative representative of the institution able to implement a joint procedure for managing the joint programme efficiently and to advise the Board.

Student representatives: registered students elect their representatives to be part of the Board

Details which could be specified in the agreement or annexed in an “internal regulations” document are:

- *Frequency of Board meetings*
- *Topics to be regularly discussed and revised such as:*
 - *Programme supervision, including quality assurance of the programme;*
 - *Monitoring student achievement, progression and evaluation, including student feedback;*
 - *Reporting to the European Commission and other donors on grants awarded for cooperation projects;*
- *How decisions are to be taken (by consensus , by a simple majority vote, other solutions);*
- *Record keeping.*

3.3. Task forces and committees

If the consortium decides to establish special task forces (quality assurance task force, management task force, fund raising task force etc.), this is the section in which the role, the representatives and the aims of the task force should be described.

4. Promotion of the programme

Promotion is a key element for the sustainability of the programme, therefore all partners should be committed to the promotion and marketing of the programme. The cooperation agreement could contain a general statement of commitment, while the communication strategy and the means to attract students could be included in technical annexes.

Example: *The promotion of the programme is the responsibility of all the partners. Each member institution agrees to the use of its name and logo for the purposes of promotional material, programme literature and other documentation of the programme. The strategy for promoting the programme will be discussed annually by the Board.*

Example of means for the promotion of the programme:

- *Websites of the institutions of the consortium;*
- *A specific website for the project;*
- *National agencies for higher education;*
- *Cultural services and diplomatic representations of the countries involved in the consortium;*
- *Scientific and professional bodies and organisations;*
- *International scientific conferences.*

5. Student administration

This chapter regulates all the processes connected to the administration of students, from recruitment to the awarding of the final degree.

5.1. Application procedures

The agreement should describe the application procedures, specifying if a special procedure is put in place for different targets (e.g. EU students and non EU students), the nature of the application procedure (e.g.: online or paper version) and the persons/ body in charge of the process.

Example: An online application procedure is provided for all applicants. The online application form is in English and in Spanish. A first call for application will be organised annually for non EU students, while EU students will have to apply during the second call for application. The coordinating institution will provide the online database for the application procedures and will provide the necessary technical assistance during the application procedure. Each institution is committed to the provision of information to students wishing to apply for the programme.

5.2. Admission requirements

This section should include the programme's admission requirements agreed by all partners.

Example: Students wishing to participate in Master X need to have obtained a first cycle degree (Bachelor degree) of at least 180 ECTS in one of the following fields of study: Comics design, Art, Philosophy... The candidate must have the proficiency of the Esperanto language and basic knowledge of Celtic language.

5.3. Selection procedure

This section describes the selection criteria and the selection procedure applied to all categories of students. In particular, selection procedures for different categories of students need to be described in this point. In the case of joint selection, details on the selection board needs to be included.

Issues which could be included:

- Selection criteria;
- Organisation of the selection (where and when);
- Screening of application, pre-selection and selection procedures;
- Division of the work between the coordinator and the partners;
- Communication of results to students.

5.4. Enrolment of students

This section should regulate the procedures of enrolment in the different partner universities. It must be clarified in which institution the students enrol (at the first institution, in all institutions, at the coordinating institution etc.) and how students will be registered during mobility. It is very important that, regardless of the procedure chosen (joint

enrolment, enrolment in the first institution, enrolment at the coordinating institution etc.), each student will be assured access to services and to receive the certification of his studies (certification of mobility, transcript of records, diploma supplement and diploma) from all the institutions involved.

Example: All students are registered at the consortium secretariat. Students must enrol at the starting institution, while they will be registered at the second university for the mobility period. Each partner undertakes to keep appropriate records of the students attending the programme at their institution, and to provide all students and partners the certification of the students' career.

5.5. Academic progress, examination of students and transfer of credits

The monitoring of student progress and the examination procedures can be explained in technical annexes (e.g.: "internal regulation"). However, it is important to mention in the agreement the grading scale which will be adopted and that each University is committed to transfer the credits of the students after the examination sessions or at the end of the mobility period.

Example: Each University of the consortium will adopt ECTS credits for the teaching units. In order to facilitate the transfer of marks, the ECTS grading scale will be adopted within the consortium.

Each partner university will report to the coordinator/consortium secretariat and to the second mobility partner on the progress of the students, the number of credits obtained and the marks. The communication will be undertaken by the registrar offices of each partner universities through the transcript of records released in English.

5.6. Mutual recognition within the consortium and the final degree

This section is crucial as it confirms the commitment of all institutions to fully recognise the credits obtained at the partner universities and the award of the final degree. This part should be transparent for all the "stakeholders" i.e.: academic staff, administrative staff, governing boards and students. Therefore, the conditions for the issue of the diploma should be clearly mentioned in this section. The name of the diploma awarded by each institution should be indicated in the agreement, together with the references of the accreditation. In this regard, the table provided by the Erasmus Mundus application form could be used as a tool for transparency (see example).

Technical annexes could contain detailed information on the procedures for the signatures of the diploma.

Example: Each member institution formally recognises the modules offered within the programme and the credits awarded.

The coordinator (should be defined by the consortium) collects the results from the partners and certifies to the consortium the outcome of the assessments of each participant.

Each student who successfully completes the study programme, including the compulsory mobility programme, will receive from the coordinator a Joint Master's degree (if allowed by the national or State legislation) or the national degree from the universities hosting the student (double degrees). In addition to the joint master's degree officially accredited by each national country involved, each student will receive a joint certificate with the name of the graduate, the logos of the seven Universities and the signature of the coordinating

institution, as well as the diploma supplement presenting the details of the participant's academic programme and academic achievement. It should be produced by the coordinator (in the case of a joint degree), or by both the universities granting the degree (in the case of a double diploma).

Details of the degree awarded and accreditation details:

<i>Name of institution</i>	<i>Title of degree awarded for this Master's course by this institution</i>	<i>Type of degree awarded</i>	<i>Date and reference of formal approval of the degree</i>
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5.7. Mobility

This section should describe the compulsory mobility period. It is up to the consortium whether to include all mobility options within the agreement or if the detailed description of the mobility should be described in annexes.

Example: *Students participating in the Master's programme X must spend at least one semester in another university (equivalent to 30 ECTS) in order to obtain the final degree from the awarding institutions. All students should be aware of this compulsory mobility period. All member institutions will provide appropriate information to students about the academic requirements, the services for the mobility, the administrative requirements and the financial regulations the mobility implies. Annex Y describes the mobility options available for this programme.*

5.8. Student's rights and responsibilities

This heading should include student's rights and responsibilities. In particular, if a special student's agreement is provided to all students, it should be indicated here.

Example 1: *Each student will be provided with a student's agreement drawn up by the consortium and listing the rights and responsibilities of students with reference to the academic component as well as the administrative requirements and the services available. The agreement will be signed by the student, the institutions in which the student attends courses and by the coordinator of the Programme.*

Example 2: *The students' rights and responsibilities are the same as those valid for each degree student at the institution where the student is studying at the time. The student must comply with the demands of the institution in question with regard to the documentation required for registration procedures and visa purposes.*

6. Financial Management

We recommend the inclusion of a specific section concerning the financial management of the project. This includes the definition of the tuition fees of the programme, the institution(s) in charge of the collection of fees and the distribution of fees among the partners, the eventual exemption of payments or application of tuition waivers.

If scholarships are available, it is also important to quote who will manage the scholarships and pay the scholarships.

If a general consortium budget is established, details on the management and distribution of the budget should be included or annexed in a technical annex.

Example 1: Each student will pay the tuition fee to the coordinating institution. The coordinating institution will manage and distribute fees according to the regulations included in the financial technical annex. Tuition and fees may be subject to annual revision upon decision of the Board.

Example 2 for technical annex: The tuition fee approved by the consortium amounts to €3,000 per student for each academic year. An additional fee of €1,000 per year is required from non EU students for the additional services which will be offered to those students.

Each student will pay the tuition fee to the coordinating institution.

The overall budget of the programme is composed of the students' tuition fees plus any additional funds which may be raised during the implementation phase.

A lump sum of €5,000 will be kept by the coordinator during the first year of the programme for setting up the programme website and for the online application system.

The coordinator will withhold the sum of €500 from each student's quota for the running of the consortium secretariat. The remaining funds will be transferred to all partners on the basis of the number of credits taken by each student in each institution.

Each institution will provide LLP Erasmus scholarships to EU eligible students.

Erasmus Mundus scholarships, if available, will be managed and paid to selected students directly by the coordinator.

Travel and subsistence for joint meetings will be funded by each institution involved in the meeting.

A detailed budget breakdown together with the reporting rules are provided in the annex "m".

7. Services

This section should include all the services to be provided to each student. As a minimum requirement, all students should be assured the same level of services granted to students enrolled in local programmes. If special services are to be put in place for the students of the joint programme, those services should be described here or included in technical annex.

Example: Students participating in the mobility programme shall benefit from all services offered by the host University. The services should be the same as those given to regular students at the respective institution. In addition to the regular services offered by each institution, each partner undertakes to provide ad hoc services to non EU students including: support for obtaining Visas and residence permits; support for the search for accommodation, local language courses, special integration activities etc.

7.1. Insurance obligations

This article should clarify which insurance coverage is provided to students enrolled in the Programme:

Example: The member institutions undertake to cover each students admitted to the joint study programme with insurance coverage for any accidents incurred within the university buildings and third party liability for damage which they may involuntarily cause to a person or their properties.

Students are required to obtain the appropriate health insurance if so required.

Each institution undertakes to provide appropriate information to students for their registration in the national health system or for the provision of other kinds of health insurance which may be required either before their arrival or once they have registered at the hosting institution.

7.2. Prevention and security

All partners should undertake to provide relevant information on the risks of the working environment.

Example: the parties shall provide each mobility programme participant with detailed information about the specific risks existing in the work environment in which they will operate and carry out their functions and will provide the necessary documentation about the prevention and emergency security measures and provisions in force in relation to their activities and about the individuals/subjects in charge of this, in conformity with the legislative norms and regulations in force in the country of the hosting University.

8. Quality assurance

It is the responsibility of the consortium to define the quality assurance criteria. Considering the importance of this topic for the success of the programme and for long term sustainability, we recommend the definition and inclusion of quality assurance measures in the cooperation agreement.

Example of quality culture and accreditation: “Each University in the consortium follows its own national institutional quality assurance procedures to ensure that the programme maintains its high academic standards. Recognition of degrees is a very important issue for the programme, and national authorities are therefore involved in its quality control. Institutional agreements have been made and signed by all Rectors/Presidents/Vice-Chancellors in order to certify the good practices of the network and to engage the responsibility of each institution in the quality control of the academic part of the programme. If for some reason, one institution is no longer accredited to award the Master’s degree after the period concerned, the University will be removed from the programme pending new official accreditation. This will not affect students that are already in the system”.

Example for quality assurance measures: Quality assurance will be based on both internal and external assessment measures, involving the relevant stakeholders.

Example for internal quality mechanisms: Internal quality mechanisms and evaluation processes are defined in the technical annex “k”. These procedures include evaluation

from the students and evaluation for the academic staff involved. Both the academic programme and the services provided will be subject to evaluation. The student representative elected on the board will participate in the analysis of the evaluation results.

Example for external quality assurance and follow up: External quality assurance will be guaranteed by arranging frequent overall evaluations involving stakeholders from outside the programme (i.e.: labour market representatives) under the responsibility of the board. This self-evaluation will be carried out every year. Monitoring of post graduation career and graduation rate, together with external evaluation, will be object of analysis and could be used for the improvement of the curriculum.

9. Faculty and administrative staff exchange

This section will define the methods of teaching and administrative staff exchanges, including the tasks that may be covered by the exchanged staff and the insurance obligations connected.

Example of Exchange modalities: The Universities shall regulate the reception and employment of faculty members and administrative staff participating in the mobility programme under this agreement, in conformity with the law and rules in force in the country concerned under the exchange.

Personnel covered by this agreement will continue to comply with the contractual obligations of the home university and will continue to receive their due remuneration and benefit from the rights that they are entitled to for their juridical position, according to the legislative norms existing in the home country.

In each case, the home university shall consider the duration of the stay as an ordinary service period for all purposes.

The parties agree that all financial issues will have to be negotiated and will depend on the availability of funds provided by community programmes, or by potential public or private funding earmarked for this project.

Example of Activities: Faculty members and researchers can hold courses and lectures, carry out tutorials, participate in seminars, be part of examinations, final thesis and doctorate commissions at the partner university, and take part in research activities and meetings for the planning, evaluation and development of student exchange programme held at the partner university.

The administrative staff will have the possibility to participate in meetings for the planning, evaluation and development of student exchange programmes, and will be able to carry out special visits in order to analyse the management systems operating at the partner university.

Example of Insurance obligation: The parties confirm that their employees and staff (teachers and administrative staff) are insured against accidents that they may encounter during their stay abroad, for the activities under this agreement.

All other charges, including health insurance and third party liability (for damage which they may involuntarily cause to a person or their properties), shall be borne by the staff members themselves.

10. Duration

This section should include the entry into force of the agreement and the duration.

It should include the methods for the withdrawal from as well as changes and revisions to the agreement.

11. Application of law and dispute resolution

This section should define which law is applicable and which court is to be addressed in the event of dispute among the partners.

Example: If any dispute arises between the member institutions, they will in good faith attempt to negotiate a settlement. If unsuccessful, they will in good faith attempt a resolution through an alternative dispute resolution procedure (an ADR procedure) commissioned by the board.

The consortium will, if needed, appoint a common committee for appeals and grievances. This committee will be elected from among the members of the board. This is to handle possible complaints from students in the programme. The students must respect local rules. If they receive a complaint, the receiving institution will resolve the problem with the local regulations and the student.

12. Intellectual property rights

This section should describe whether the student's research work could lead to intellectual property rights. If companies are involved in the programme, specifics should be explained.

13. Confidentiality

This section could explain the confidentiality rules of the consortium.

Example: Unless expressly authorised by, and subject to any obligations of this agreement, each member institution agrees to keep confidential any information, data, know-how, document or other material which is communicated to it as confidential, or the disclosure of which may be clearly prejudicial to the other member institution.

Notwithstanding the above, a member institution is entitled to disclose confidential information which it is required by law to disclose or which, in a lawful manner, it has obtained from a third party without any obligation of confidentiality, or which it has developed independently of confidential information, or which has become public knowledge other than as a result of a breach by that member institution of its obligations under this confidentiality clause.