

Consortium Agreement

The participating organisations:

The University of Tartu (UT), Faculty of Science and Technology, Estonia, referred to as **the Consortium Coordinator** (in issues related to studies as **first year university or home university**),

Uppsala University (UU), Faculty of Science and Technology, Sweden,
University Claude Bernard Lyon 1 (UCBL), Department of Chemistry, France, and
Åbo Akademi University (AAU), Faculty of Science and Engineering, Finland,
referred to as **the Contractors** (in issues related to studies as **second year university or host university**)

and the Associated Partners listed in Annex 1.

The Consortium Coordinator and the Contractors are collectively referred to as **Partners** to this Consortium Agreement.

All the participating organisations are collectively referred to as **parties** to this Consortium Agreement.

The Consortium Coordinator and the Contractors form together the Consortium of the EACH (Excellence in Analytical Chemistry) programme.

1. Purpose of the Consortium Agreement

1.1. The purpose of the Consortium Agreement is to agree on the implementation and management of the Erasmus+ joint master's degree programme EACH (below "EACH programme") approved and funded by the Education, Audiovisual & Culture Executive Agency (EACEA) of the Commission of the European Communities (the European Commission) under the Erasmus+ Framework programme and in accordance with the EACH programme application and its annexes, EACH programme funding decision, Grant Agreement (no 2014-2613/001-001-EMJMD) and its annexes (including Administrative and Financial Handbook) and the Erasmus+ 2014-2020 Programme Guide as well as the Programme decision (no 1288/2013/EC).

1.2. The Consortium Agreement shall specify the respective rights and obligations of the Partners with regard to the running of the EACH programme. All Partners are subject to the rules and regulations set up by the European Commission in the agreements and documents mentioned above regarding both the responsibilities towards the European Commission and towards other Partners.

2. Validity, Amendments and Definitions

2.1. The present Consortium Agreement shall enter into force after its signature by all the Partners but shall have a retroactive effect from 15th of October 2014. It shall be valid until 20th of January 2020, or as long as the Grant Agreement is active.

2.2. Amendments to the present Consortium Agreement shall be made only by supplementary agreement signed on behalf of each of the Partners by authorized representatives.

2.3. The provisions of the Grant Agreement shall take precedence over any other agreement between the Coordinator and Contractors that may have an effect on the implementation of the Grant Agreement.

2.4. The terms “partner country” and “programme country” are defined as in the Erasmus+ 2014-2020 Programme Guide. The term “EU/EEA country” refers to the EU countries, Switzerland, Norway, Lichtenstein and Iceland. The term “non-EU/EEA programme country” refers to FYR Macedonia and Turkey.

3. Obligations of Consortium Coordinator

3.1. The Consortium Coordinator manages the administrative, legal and financial matters of the EACH programme towards the European Commission. The Consortium Coordinator is responsible for all contacts with the European Commission.

3.2. Consortium Coordinator shall report to the Contractors in such a way that these have full understanding of the administrative, legal and financial matters.

3.3. The Consortium Coordinator shall undertake:

3.3.1. to take all the steps necessary to prepare for, perform and correctly manage the EACH programme;

3.3.2. to communicate and exchange information and send necessary documents to EACEA;

3.3.3. to notify and provide Contractors with any amendments made to the Grant Agreement;

3.3.4. to nominate the Academic Coordinator for the EACH programme;

3.3.5. in addition to the Academic Coordinator, nominate two UT representatives to the Consortium Committee: Administrative Coordinator who is directly in charge of the EACH programme coordination working at the central administration of UT, and an assistant working at the faculty level. These staff members will act as Programme Secretariat;

3.3.6. to coordinate the work of the Consortium Committee and its two Boards and be responsible for implementation of changes to the EACH programme;

3.3.7. to prepare the website and other marketing materials for the Consortium and assist UU in implementing the marketing strategy of the programme;

3.3.8. to organize appropriate health, accident and illness insurance for all Erasmus+ scholarship students studying at AAU and UCBL according to the minimum insurance requirements set by the European Commission;

3.3.9. to initiate the formation of the External Advisory Council: members of professional bodies and international organizations related to analytical chemistry, who are in charge of external evaluation of the EACH programme;

3.3.10. to collect comprehensive feedback from EACH programme students during and at the end of their studies: create/adjust the e-forms, collect responses, summarize feedback and present the results to the Consortium Committee.

4. Obligations of the Contractors

4.1. The Contractors are subject to the rules and regulations set up in Consortium Agreement, EACH programme application and its annexes, programme funding decision, Grant Agreement (no 2014-2613/001-001-EMJMD) and its annexes (including Administrative and Financial Handbook) and the Erasmus+ 2014-2020 Programme Guide as well as the Programme decision (no 1288/2013/EC).

4.2. The Contractors shall undertake:

- 4.2.1. to take all the steps necessary to prepare for, perform and correctly manage the EACH programme set out in the present Consortium Agreement;
- 4.2.2. to communicate to the Academic Coordinator any information or document required by the latter that is necessary for the management of the EACH programme, including the information and documents necessary for compiling the interim and final reports. The Consortium Coordinator submits the interim reports to EACEA on 31 October 2015, 15 January 2017 and 30 November 2017 and the final report on 20 November 2019;
- 4.2.3. to accept responsibility for all information communicated to the Consortium Coordinator, including details of costs claimed and, where appropriate, for ineligible expenses;
- 4.2.4. to nominate at least one academic and one administrative representative to the Consortium Committee according to the internal rules of the Contractors;
- 4.2.5. to search for professional sectors willing and qualified to offer training placements for the students of the EACH programme and to organise the practical placement of all the EACH JMD students studying at their universities;
- 4.2.6. to contribute to the promotion of the EACH programme along with the Contractor's specific marketing activities;
- 4.2.7. to inform the Consortium Committee of relevant information received from third parties as regards the EACH programme;
- 4.2.8. to promptly notify the Academic Coordinator of any delay in performance or any event that may have an impact to the performance of EACH programme;
- 4.2.9. to notify the Consortium Committee of any planned changes in the modules/courses taught at the respective Contractor, which may affect the EACH programme, and not to make any changes without informing the Consortium Committee. The Consortium Committee reviews the proposed changes and decides, whether the changes are adequate and can be implemented;
- 4.2.10. to participate in a cooperative manner at the meetings of the Consortium Committee and other bodies under this Consortium Agreement;
- 4.2.11. to act at all times in good faith and in manner that reflects the good name, good will and reputation of the other Partners and in accordance with scientific and academic ethics;
- 4.2.12. to keep supporting documents evidencing expenditures incurred by the Contractors for the purpose of the EACH programme in original and send to the Consortium Coordinator upon request. All invoices to the Consortium Coordinator must be dated and certified as true and exact by the Financial Officer of the Contractor.
- 4.2.13. UU ensures that the students studying at UU will be insured in accordance with the minimum insurance requirements set by the European Commission.

4.3. In addition to the listed, the Contractors have the following tasks to perform:

- 4.3.1. AAU (1) manages the calls of invited scholars: setting up the online application form, collecting the applications, initial screening of the applications for eligibility and passing the documents to the Academic Board of the Consortium Committee; (2) collects feedback from the alumni.
- 4.3.2. UCBL plans activities for ensuring sustainability, e.g. actively looks for additional funding sources (including private/industrial sources, as well as funding agencies), evaluates the chances of being successful, initiates and coordinates compilation of funding proposals.
- 4.3.3. UU develops EACH programme's communication and marketing strategy to be practiced by everyone involved with EACH (including universities top-management) and targeted to the different audiences of the programme.
- 4.3.4. The Winter School (with duration approximately one week in January or February) is every year organized by the Partner from the same country where the Winter School will take place. The Winter School includes (1) short courses on novel and timely topics of analytical chemistry and metrology in chemistry delivered by external scholars, possibly including individual/group work by students, (2) presentations by second year students on the progress of their master theses and (3)

presentations of the professors and teachers of UU, UCBL and AAU for first year students on the specialisation possibilities offered at the second year universities and potential master's thesis topics, followed by discussions and interviews and concluding with selection of students for study tracks. All Consortium students participate in the Winter School.

4.4. All Partners are obliged to acknowledge the support by the Erasmus+ programme when promoting or disseminating information on the EACH programme, and make every effort to follow and initiate the measures contributing to the sustainability of the EACH programme (see Annex 2).

5. Role of Associated Partners

5.1. The associated partners participate by giving added value to the EACH programme in terms of providing link to the professional world. By signing the present Consortium Agreement, the associated partners are offered the possibility to participate in the EACH programme, but they take no legally binding obligations.

5.2. Contribution of the associated partners may be, but is not limited to, the following:

5.2.1. spreading information about the EACH programme and promoting it;

5.2.2. encouraging their staff members to apply for the visiting scholars status in the EACH programme;

5.2.3. participate in mentoring and quality assurance of the EACH programme by nominating a staff member to the programme's Advisory Council;

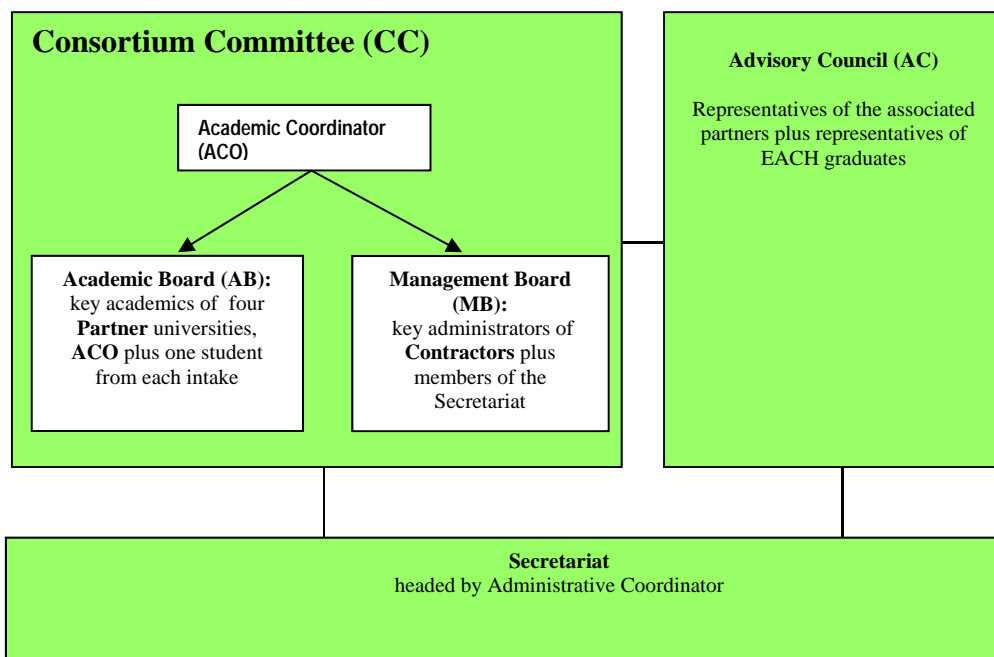
5.2.4. offer training (practical placement) possibilities and support the EACH programme by paying stipend/salary to the trainees working at their company (industrial/laboratory partners);

5.2.5. offer research topics for master theses and if necessary/available also laboratory facilities for their realization (industrial/laboratory partners).

6. Structure of the Consortium

6.1. The Consortium Committee

6.1.1. The EACH programme is governed by the Consortium Committee (CC). The Consortium Committee is chaired by the Academic Coordinator (ACO). The Consortium Committee, which consists of two boards - Academic Board (AB) and Management Board (MB), shall support the Academic Coordinator in managing the EACH programme. Members of the AB and MB are the members of the Consortium Committee. The CC will meet twice a year, of which one meeting can be via the Internet, if needed.



6.1.2. **AB** includes the Academic Coordinator, key scholars of all four Partners, plus one EACH programme student of each intake to represent students' interests and arguments.

6.1.3. **MB** includes key administrators of all three Contractors (UU; UCBL; AAU) plus the members of Secretariat.

6.1.4. The Consortium Committee shall undertake (the responsible board is indicated in brackets):

6.1.4.1. to define standards for admission, application procedure and student selection process for the EACH programme (MB);

6.1.4.3. to screen the applications for eligibility (MB) and to evaluate applicants' academic performance both at admission and at later stages (AB);

6.1.4.4. to select the students and establish the proposed list of Erasmus+ scholarship holders to be sent to the European Commission (AB; MB);

6.1.4.5. to select students for additional stipends or financial support (AB; MB);

6.1.4.6. to distribute students between the study tracks (AB);

6.1.4.7. to collect and agree upon the master thesis topics and assign those to students (AB);

6.1.4.8. to appoint members to the joint committee that evaluates master's theses and to submit the list of joint committee members for approval by the university authorities (AB);

6.1.4.9. to agree upon the distribution of the EACH programme lump sum (MB, AB);

6.1.4.10. to modify the evaluation system of the EACH programme described in the application (AB);

6.1.4.11. to discuss and implement changes to the EACH programme, including but not limited to the changes proposed by the Partners (AB);

6.1.4.12. to invite new associate partners to join the Consortium (MB);

6.1.4.13. to ensure quality assurance and adopt the necessary changes of the EACH programme (MB; AB);

6.1.4.14. to discuss any problematic issue related to the EACH programme and react adequately to all the issues (AB, MB);

6.1.4.15. to work with industry and other potential partners to have additional scholarships for EACH students (AB);

6.1.4.16. to establish quality criteria for the visiting scholars, to rank the applications and to select the visiting scholars for the programme (AB);

6.1.4.17. to collect, store and share among Partners student assessment records (MB);

6.2. The Advisory Council

The task of the Advisory Council is to participate in internal evaluation and guiding of the EACH programme. The members of the Advisory Council can include representatives of the EACH programme associated partners and the EACH graduates.

6.3. The Secretariat

6.3.1. Routine management (administrative and financial) of EACH programme is performed by the Secretariat which includes two administrative staff representatives of UT (a faculty level assistant and the Administrative Coordinator) and is headed by the Administrative Coordinator. Its tasks include but are not limited to:

- 6.3.1.1. management of payments and reporting tasks;
- 6.3.1.2. arrange meetings, assure the agendas and minutes;
- 6.3.1.3. information exchange on matters requiring immediate attention.

6.4. The Consortium Committee boards shall make decisions by consensus whenever possible. Where decisions cannot be taken by consensus, decisions on general programme matters: (1) funding; (2) academic contents of the EACH programme; (3) admission of students and distributing them to 2nd year universities; and (4) visiting scholars, will be taken by a two-thirds majority. All other matters will be decided by a simple majority.

7. Programme Contents, Structure and Study Tracks

7.1. The EACH programme is structured around two years of studies, covering 4 semesters, in total 120 ECTS. Each academic year consists of 40 weeks of studies, divided into two semesters and the workload per semester is 30 ECTS. One ECTS requires 26 hours of student's work, including independent work.

7.2. There is one first year university – UT (home university), and three second year universities – UU, AAU and UCBL (host universities). The enrolled students study in two universities.

7.3. The teaching language of the EACH programme is English.

8. Visiting Scholars

8.1. Visiting scholars are academics or practitioners who participate in teaching in the EACH programme on a temporary basis (1-8 weeks). Visiting scholars are welcome in the following areas: new directions and developments in analytical chemistry; analytical chemistry and metrology in chemistry; guideline materials on QA in analytical chemistry; metrological and quality aspects of analytical chemistry; food analysis and nutrition, QA in food analysis; environmental analysis with atomic mass spectrometry, isotope methods; environmental analysis; occupational analysis and forensic analysis.

8.2. The suitability of the visiting scholar candidates will be decided by the AB based on their track record and suitability of their proposed topics for the EACH programme.

8.3. Visiting scholars contribute to the EACH programme via teaching short course(s) in their fields of competence at any of the Partner universities or at the Winter school.

9. Admission of Students

9.1. Students' application process will be technically administered by the Consortium Coordinator as follows:

- 9.1.1. announcing the application period;
- 9.1.2. updating the EACH programme's website at <http://www.analyticalchemistry.eu/>;
- 9.1.3. collecting application documents;
- 9.1.4. uploading materials for administrative screening and academic evaluation;
- 9.1.5. informing candidates of their admission.

9.2. Admission requirements at the time of signing this Consortium Agreement are:

9.2.1. Bachelor's degree (or equivalent) containing at least 60 ECTS in chemistry or chemical engineering and 20 ECTS in mathematics and/or physics during the prior learning periods (minimum eligibility requirement for application is 66% of the maximum grade available as the average of all courses included in the transcript);

9.2.2. English language requirements:

9.2.2.1. One of the following international tests is required:

- IELTS Academic: Overall mark of 6.5 and no section below 5.5.
- TOEFL: Paper based: 575; Internet based: 90. The TOEFL result must be sent directly to the University of Tartu by the Educational Testing Service. TOEFL institutional code for the University of Tartu is 0133.
- Cambridge Exam: CAE and CPE.
- Pearson PTE Academic – Score of 62.

9.2.2.2. English language requirement is waived if an applicant can document any of the following:

- has completed secondary education in English in one of the following countries: in EU/EEA member states; USA; Canada; Australia or New Zealand. In the case of EU/EEA member states, the education certificate must include information on the language of instruction;
- has completed secondary education (also known as upper-secondary/high school education) in one of the EU/EEA member states and taken the final exam in English with a result that indicates correspondence to B2 level according to Common European Framework of Reference for Languages;
- has studied in English (with English as medium of instruction), in full-time student status for at least one academic year, in a higher education institution in one of the following countries: USA; Canada; Australia; New Zealand or any of the EU/EEA member states. The transcript of records must include information that the applicant was enrolled in the programme taught in English.

9.2.3. Motivation letter (of maximum 5000 characters, with spaces) addressing the following: (1) Give a short overview of the physical and chemical basis of modern analytical chemistry. (2) In which role do you see yourself in your job after completion of the programme and what is your personal motivation to study analytical chemistry? (3) What is the role of analytical chemistry in the world's economy and society? (4) Give your first and second preference for study track (i.e. Tartu-Uppsala, Tartu-Lyon, Tartu-Åbo), together with short argumentation of your choice.

9.3. The admission requirements are reviewed annually by the Consortium Committee and are amended as needed.

9.4. Admission to the EACH programme is granted on a competitive basis. At the assessment, the applicants are ranked based on the following criteria:

9.4.1. average grade of the previous study level (yields 60% of the final score);

9.4.2. knowledge of the field, motivation and argumentation skills, relevant study and work experience and other relevant activities (publications, project management etc.) as presented in a motivation letter (40%).

10. Number of Students to be Admitted

10.1. The number of Erasmus+ scholarship holding students to be admitted will be decided in accordance with the EACEA funding which is fixed in the Grant Agreement.

10.2. In addition to the student places funded by EACEA, the Partners are obliged to allocate study places to be funded by the Partners or other relevant bodies. The students to be admitted to these student places will be exempt from paying participation cost. The amount of such places per intake is as follows: UT – twelve (12) study places; UU – three (3) study places for partner country students and up to six (6) for EU/EEA students; UCBL – three (3) study places; AAU - three (3) study places.

11. Selection of Students for the Study Tracks.

11.1. The aim of the Consortium is to give every student the opportunity to choose the study track most suitable for his/her abilities and interests, while at the same time have in broad terms similar numbers of students in all three study tracks.

11.2. The selection of students for the study tracks is a three-stage process:

11.2.1. On admission to the EACH programme, the students are requested to tentatively indicate their two preferences in the on-line application form and additionally describe their expectations in the motivation letter.

11.2.2. At the end of semester 1, during the Winter School, the students get more specific information on the three specialities offered by the 2nd year universities. Thereafter they are asked again to provide their first and second preference of the second year university.

11.2.3. The final decision is made at the end of the Winter School at a dedicated meeting of the AB, taking into account the preferences of the students and their study results at UT during the first semester. If needed the AB can additionally discuss with the students concerned.

12. Grading System

12.1. The following scaling table shall be used when transferring the grades:

Status	Grade	ECTS Equivalent	UT	UCBL*	UU	AAU	Percentage of acquired knowledge
Pass	Excellent	EXCELLENT - outstanding performance with only minor errors	A	16-20	5	5	91-100
Pass	Very good	VERY GOOD - above the average standard but with some errors	B	14-16		4	86-90 81-85
Pass	Good	GOOD - generally sound work with a number of notable errors	C	12-14	4	3	71-80
Pass	Satisfactory	SATISFACTORY - fair but with significant shortcomings	D	11-12	3	2	61-70

Pass	Sufficient	SUFFICIENT – performance meets the minimum criteria	E	10-11	3	1	51-60
Fail	Insufficient	FAIL - further work is required	F	<10	F	F	50 or below

* Score 16 corresponds to A.

12.2. Examination methods used at all Consortium universities include: written examination, oral examination, practical sessions. Students must meet the requirements set for regular examinations in each university.

13. Supervision and Presentation of Master's Thesis

13.1. A master's thesis topic is agreed upon by both home and host university professors. As a rule, an academic staff member of the host university is the main supervisor and an academic staff member from the home university is the second supervisor. Upon agreement, an academic staff member of the home university may become the main supervisor. Presentations of the master theses will be organized at host universities by joint evaluation committees having members of the participating universities. The committee has to contain at least four members and the two universities, where the student has studied, must be represented in the committee. In addition, at least one representative from associate partners is appointed as a member of the committee. All committee members have at least Master's degree. The committee appoints reviewers to the theses, taking into account suggestions by the supervisors and submits the reviewers for approval to the relevant university authorities.

13.2. Research topics for 2nd year students are offered by all 4 universities at the beginning of the second study year, at the latest. The Consortium Committee, Academic Board, approves the topics. The topics are chosen by students in accordance with their chosen study tracks. The content of the thesis can be the following:

- 13.2.1. a scientific research project;
- 13.2.2. an applied research project;
- 13.2.3. educational project, equipment or material.

13.3. Master theses are submitted for evaluation and are presented during time frames predefined by the authorities of the respective second year university. The thesis is submitted both electronically and in printed version. The evaluation of the thesis will take place at the second year university by a joint evaluation committee described above.

14. Assessment of Master's Thesis

14.1. The joint evaluation committee shall assess the thesis during a closed part of the session. A member of the committee can also participate in assessment via a real-time two-way audio-visual communications channel (e.g. Skype or video conference).

14.2. When assessing the thesis, the following points are taken into account:

- 14.2.1. technical execution and scientific quality of the thesis work;
- 14.2.2. layout, structure and readability; linguistic correctness;
- 14.2.3. presenting the thesis, including the structure and the quality of the presentation;
- 14.2.4. presenting skills and the ability to answer questions;
- 14.2.5. the amount of knowledge of the specialty demonstrated in the presentation and during the discussion;
- 14.2.6. reviewer's assessment of the thesis.

14.3. The joint evaluation committee will suggest a grade for the thesis. Formal approval and grading of the thesis will be done according to the rules of the second year university.

14.4. A successfully presented final thesis shall receive a positive grade and its author shall be recognized as having graduated the EACH programme with double degree. If the thesis does not meet the required standards or if the author is unable to satisfactorily present it, the thesis shall be graded as a fail. In this case one more chance to present the thesis is granted which requires supplementing the existing work or choosing a new topic. The joint evaluation committee can give their suggestions on this matter.

14.5. Any appeals to examination results and grade received will follow the rules of the host university.

15. Degree Awarding

15.1. All Partners to the present Consortium Agreement are degree awarding institutions. This two-year programme leads to two legally recognized M. Sc. degrees (120 ECTS) issued by the first year university (home university) and a second year university (host university).

Institution	Role	Title of Degree Awarded (Programme name)
University of Tartu	Home university	Master of Science in Engineering (Applied Measurement Science)
University Claude Bernard Lyon 1	Host university	Master of Physical and Analytical Chemistry (Industrial Analysis)
Uppsala University	Host university	Master of Science (EACH – Excellence in Analytical Chemistry)
Åbo Akademi University	Host university	Master of Science (Technology) (Masters Programme in Excellence in Analytical Chemistry)

15.2. The possible combinations of the degrees awarded are the following:

15.2.1. Master of Science in Engineering (Applied Measurement Science) + Master of Science (UU);

15.2.2. Master of Science in Engineering (Applied Measurement Science) + Master of Physical and Analytical Chemistry (UCBL);

15.2.3. Master of Science in Engineering (Applied Measurement Science) + Master of Science (Technology) (AAU).

15.3. The degrees are recognized by all four Partner universities and all institutions award Diploma Supplements in English which follows the model developed by the European Commission, the Council of Europe and UNESCO/CEPES. The courses taken from the EACH programme curricula at Partner university are fully recognized and count toward degree requirements at all four Partner universities.

16. Financial Matters

<<< This section is not public information >>>

17. Quality Assurance

The Consortium's jointly developed internal evaluation includes the following components:

17.1. Comprehensive students' feedback collected at the end of the first academic year. In addition to academic content, this feedback also focuses on central and faculty level support services, transition from home university to host university and learning environment in general;

17.1. Comprehensive students' feedback at the end of the second year before a master's thesis presentation (coordinated by AAU). The feedback questionnaires are almost identical. However, in the feedback collected at the end of the second year students are requested to report on their transition from UT to their host university (second year university) and workload differences (if there are any);

17.1. Graduates feedback: from six to twelve months after graduation.

18. Student Agreement and Academic Code of Conduct

Every student admitted to the EACH programme shall sign the Student Agreement. The Agreement regulates the students' rights and responsibilities. Stipulations applying to students when registering to subjects and taking exams are those in force at the university where the subject is lectured.

19. Liability

19.1. Each Partner shall be independently responsible for the performance of any part of its tasks under the present Consortium Agreement and those of its employees, affiliates, or other representatives and nothing contained herein is intended to shift such responsibility from one Partner to the other.

19.2. No Partner shall be responsible to any other Partner or its employees, affiliates, or other representatives for indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

19.3. Each Partner shall release the other Partners from any civil liability in respect of damages resulting from the performance of the present Consortium Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.

19.4. Neither Partners liability to the other Partners shall extend beyond the maximum amount of their respective insurances (such maximum amount including any self-deductible).

20. Intellectual Property

20.1. None of the parties shall have any right or authority to use the name, trademark, trade secrets, patent, or other rights to intellectual property of the other party in any manner whatsoever, except as contemplated in the present Consortium Agreement or as subsequently authorized in writing by such other party who owns such rights.

20.2. Ownership of the intellectual property used or generated in connection with the EACH programme is subject to the regulations of the university where the student or staff was registered or employed at the time the intellectual property was created. If the intellectual property is generated jointly by two or more Partners, then those Partners shall agree which of them shall manage the intellectual property.

20.3. The Partners agree to keep confidential and not to disclose any information relating to portable or potentially commercially valuable intellectual property generated within the EACH

programme without the permission of the appropriate Partner/Partners unless required by the laws of the respective countries.

21. Notice

21.1. Any notice to either Partner hereunder must be in writing signed by the Partner giving notice and shall be served either personally or by mail addressed at the address set forth in article 28 “Requisite elements” and shall be delivered by traceable courier service (such as DHL) or sent by certified or registered mail.

21.2. Notices between the Partners may be submitted by e-mail in cases where such notices are of informational nature and sending them to the other Partner has no legal effect.

21.3. The Partners shall notify the other Partners immediately about the changes in their contact details.

22. Entire Agreement

The present Consortium Agreement, and its attachments, constitutes the entire understanding between the Partners with respect to its subject matter.

23. Termination

23.1. The present Consortium Agreement may be terminated by mutual consent or at the request of any of the Partners, provided such request is made in writing at least six (6) months before termination is to become effective. Any termination of the present Consortium Agreement must take into account the rights of students already participating or accepted for the EACH programme to complete their stay.

23.2. All the associated partners have the right to withdraw from the present Consortium Agreement, provided such request is made in writing at least one (1) month before withdrawal is to become effective.

23.3. Any terms and conditions of this Consortium Agreement that by their nature or otherwise reasonably should survive a termination of this Consortium Agreement shall be deemed to survive.

24. Settlement of Disputes

24.1. All disputes arising out of or in connection with the present Consortium Agreement, which cannot be solved amicably, nor through mediation of the Consortium Coordinator, within three (3) months shall be finally settled by arbitrators appointed by the Consortium Coordinator. The place of arbitration shall be Estonia if not otherwise agreed by the conflicting parties. The language to be used in the arbitral proceedings shall be English. The award of the arbitration will be final and binding upon the parties concerned.

24.2. If any provision of the present Consortium Agreement shall be held by any arbitrator or court to be invalid or unenforceable, the remainder of the present Consortium Agreement shall not be affected thereby and shall remain in full legal force and effect.

25. Applicable Law

Any matter relating to the interpretation or application of the present Consortium Agreement affecting the rights and obligations between the Partners, which are not covered by the Consortium Agreement, shall be resolved by reference to the laws of Estonia.

26. The Consortium Agreement has been made in four copies of equal legal force in English, one copy for each Partner.

27. The Consortium Agreement will be signed by a legal representative of each university involved.

28. Requisite Elements:

<p>University of Tartu Address: Ülikooli 18, 50090 Tartu, ESTONIA E-mail: each@ut.ee Bank details: SEB Pank AS, Tornimäe 2, 15010 TALLINN IBAN: EE28101010200023400 7 SWIFT/BIC: EEUHEE2X</p>	<p>Uppsala University Address: Box 256, 751 05 Uppsala, SWEDEN E-mail: registrar@uu.se Bank details: Nordea Bank Sverige AB (publ), Box 276, 751 05 Uppsala, SWEDEN IBAN: SE4895000099604201837970 BIC/SWIFT: NDEASESS</p>	<p>University Claude Bernard Lyon 1 Address: 43 Boulevard du 11 Novembre 1918, 69622 Villeurbanne, cedex E-mail: secretariat.presidence@univ- lyon1.fr Bank details: Trésor Public, 3 rue de la Charité, 69268 Lyon cedex 02 BIC: TRPUFRP1 IBAN: FR761007169000000100433 072</p>	<p>Åbo Akademi University Address: Domkyrkotorget 3, FI- 20500 Åbo, FINLAND E-mail: registrator@abo.fi Bank details: Danske Bank Abp Kolkajnsgränden 2 00075 Danske Bank IBAN: FI66 8319 9710 0004 56 BIC: DABAFIHH</p>
--	---	---	---

29. The following Annexes are attached to the Consortium Agreement at the time of signing it:

Annex 1 – Associated partners of the EACH consortium, their contact data and signatures

Annex 2 – Sustainability plan

Authorised to sign for the Consortium Agreement of the Consortium of the EACH programme as Partner on behalf of

Tartu Ülikool (UT)

Name of legal entity of the Partner of the Consortium of the EACH programme

Martin Hallik

Name of the authorised Representative

Vice-Rector for Academic Affairs

Function of authorised Representative

Signature of authorised representative: _____



Date: 09.07.2015



Stamp

Authorised to sign for the Consortium Agreement of the Consortium of the EACH programme as Partner on behalf of

Uppsala University (UU)

Name of legal entity of the Partner of the Consortium of the EACH programme

Katarina Bjelke

Name of the authorised Representative

University director

Function of authorised Representative

Signature of authorised representative:



Date: 2015-06-09

Stamp



Authorised to sign for the Consortium Agreement of the Consortium of the EACH programme as Partner on behalf of

University Claude Bernard Lyon 1 (UCBL)

Name of legal entity of the Partner of the Consortium of the EACH programme

François-Noël GILLY


Name of the authorised Representative

President

Function of authorised Representative

Signature of authorised representative:

Date: 1/07/2015

Le Président,

François-Noël GILLY
Stamp



Authorised to sign for the Consortium Agreement of the Consortium of the EACH programme as Partner on behalf of

Åbo Akademi University (AAU)

Name of legal entity of the Partner of the Consortium of the EACH programme

Niklas Sandler

Name of the authorised Representative

Vice - rector

Function of authorised Representative

Signature of authorised representative:



Date:

25.6.2015



Annex 1

Authorised to sign for the Consortium Agreement of the Consortium of the EACH programme as Associated Partner on behalf of

<< Associated partner >>

Name of legal entity of the Associated Partner of the Consortium of the EACH programme

<< Name of representative >>

Name of the authorised Representative

<< Function of representative >>

Function of authorised Representative

Signature of authorised representative: _____

Date: _____

Stamp

Annex 2 - Sustainability Plan of the EACH Programme

Action/steps	Timeline	University responsible for leading the activity
Every partner allocates study places where the studying students are exempted from paying tuition fee (details are specified in section 10.2). These study places are added to those financed by EACEA.	Confirmation required before admitting the students for every study year.	Every partner
Every partner makes substantial efforts to attract fee-paying student to the programme, as well as relevant bodies willing to offer scholarships for students to cover the participation costs.	Regular activity throughout the duration of the programme	Every partner
Ensure alternative funding possibilities: regional (Nordforsk, Nordplus, etc) and Europe-wide programmes	All year round, first calls to be aimed for are in the year 2015	UCBL
To introduce and constantly develop EACH programme communication and marketing strategy to be practiced by everyone involved with EACH (including universities top-management) and targeted to the different audiences of the programme	Starting from May 2015	UU
Enlarge the network of internship providers	Regular activity all year round	Every partner
The EACH Fund will be set up, which is used as described in 16.4.	Starting from 2015	Partners, associated partners
The associated members from industry/laboratories will contribute financially (according to their possibilities) by paying salaries/stipends to students	Starting from summer 2016	Associated partners

Annex 3

<<< This Annex is not public information >>>

Annex 4

<<< This Annex is not public information >>>

Annex 5

<<< This Annex is not public information >>>