



Erasmus+

*Erasmus+: Erasmus Mundus Joint Master Degrees*



## LETTER OF AGREEMENT

### Partner-Country Students

receiving an E+: Erasmus Mundus Joint Master Degree Student Scholarship (EMJMD scholarship)

#### Preamble:

This Letter of Agreement sets out the role, rights and duties of the parties directly involved in ensuring the successful completion of the **Erasmus+: Erasmus Mundus Joint Master Degree (EMJMD) programme AstroMundus** in Astrophysics (**E+: EMJMD-AM**) by Student mentioned below. The parties commit to comply with local rules and customary practices. Consortium Universities are the University of Innsbruck (Austria) as Coordinating Institution, the University of Padova (Italy), the University of Rome “Tor Vergata” (Italy), the University of Göttingen (Germany) as Programme-Country Universities and the University of Belgrade (Serbia) as Partner-Country University. Associated Partners are the Astronomical Observatory Belgrade (Serbia), the Gran Sasso Science Institute GSSI (Italy), the Istituto Nazionale di Astrofisica INAF (Italy) and the Max Planck Institute for Solar System Research MPS (Germany).

This Letter of Agreement is subject to the general terms and conditions of the Grant Agreement number 2015–1690/001-001 (Annex 1 of the AstroMundus Consortium Agreement, thereafter called “GA”), the regulations of the Erasmus+ Programme Guide (thereafter called “E+PG” – [http://ec.europa.eu/programmes/erasmus-plus/documents/erasmus-plus-programme-guide\\_en.pdf](http://ec.europa.eu/programmes/erasmus-plus/documents/erasmus-plus-programme-guide_en.pdf)), and the general terms and conditions of the AstroMundus Consortium Agreement (thereafter called “CA”).

#### The undersigned

1. The University of Innsbruck, whose registered office is at Innrain 52, 6020 Innsbruck, Austria, represented by the Programme Coordinator of the **E+: EMJMD-AM**, Assoz.-Prof. Francine Marleau, hereinafter referred to as “Coordinating Institution”
2. <fill in name of student>, born <fill in date and place>, nationality <fill in nationality>, identified by passport number <fill in passport number>, hereinafter referred to as “Student”

have agreed as follows:

## Article 1: key elements

The **E+: EMJMD-AM** intake 1 starts **October 1st, 2015** and ends with **September 30th, 2017**. The duration is 4 semesters (24 months) that must be carried out in at least 2 of the 3 EU countries that participate in the programme and in up to 4 of the Consortium Universities.

Student is expected to arrive in Innsbruck latest by **Monday, September 28th, 2015** in order to have enough time to settle and accomplish all necessary formalities before the start of the lectures (Oct 5th, 2015).

Before the start of the semester an **Information Day (Friday, Oct 2nd, 2015)** for all new students is organized, followed by an informal get together on Saturday, Oct 3rd, 2015.

The official **Welcome Reception** is planned on **Tuesday, Oct 6th, 2015** at the University of Innsbruck.

The first semester (winter term 2015/16) starts officially on October 5th, 2015 and will end February 8th, 2016. Some optional courses can take place in blocks in February 2016. The rest of February 2016 is dedicated to exam sessions.

## Article 2: financial aspects

### 2.1. Participation costs

2.1.1. The participation costs are set to 4,500 € per semester over the four term period of the programme. This amount covers any mandatory administrative /operational cost related to Student's participation in the **E+: EMJMD-AM** (e.g. including tuition fees, full insurance coverage, administrative costs related to the issuing of the Diploma and Diploma Supplement) for two academic years. If an extension is required to finalize the studies, exams, thesis or thesis defence beyond September 30th, 2017, unless otherwise noted in the GA (e.g. prolonged illness or for parental leave), it is on Student's responsibility to cover all further participation costs according to the national regulations of the Consortium University where the thesis defence is foreseen. Additionally the Austrian "ÖH Beitrag" (currently about 19 €) has to be paid to the Austrian Students Association (ÖH).

2.1.2. Any other costs that may occur in addition (e.g. for participation in excursion activities), being compulsory or voluntary, must be taken over by Student.

### 2.2. Amount and payment of the grant

2.2.1. Student will receive an **EMJMD scholarship for Partner-Country Students** granted by the European Commission as described in the E+PG. The total amount of the scholarship for students starting in the academic year 2015/16 is 49,000 € (47,000 €).

It consists of

- the amount of participation costs defined in 2.1.1. This amount will be deducted by the Coordinating Institution and not paid to Student,

- a contribution to subsistence costs of 1,000 € per month for the entire duration of the **E+: EMJMD-AM** programme (24 months),
- a contribution to the travel and installation costs in the amount of 3,000 € per year for travel costs plus 1,000 € for installation costs, for a scholarship holder whose place of residence is situated at 4000 km or more from Coordinating Institution

OR

2,000 € per year for travel costs plus 1,000 € for installation costs, for a scholarship holder whose place of residence is situated at less than 4000 km from Coordinating Institution.

For grant support to travel costs, travel distances must be calculated using the distance calculator of the European Commission: [http://ec.europa.eu/programmes/erasmus-plus/tools/distance\\_en.htm](http://ec.europa.eu/programmes/erasmus-plus/tools/distance_en.htm). Student is asked to show a residence certificate in English for the calculation of travel allowance at the arrival in Innsbruck.

The contribution to subsistence costs will be paid monthly (at the beginning of the month) over the period of the **E+: EMJMD-AM**, provided that Student complies with article 4. The contribution for installation costs and the first part of the contribution for travel costs will be paid with arrival in Innsbruck, the second part of the contribution for travel costs will be paid beginning of the third semester.

2.2.2. Student will open an Austrian bank account and will provide the full details of this account to the AstroMundus Administration Office. The grant will be transferred to this account. Coordinating Institution offers assistance in establishing such an account at a local bank in Innsbruck.

2.2.3. The scholarship does not create or entitle an employer-employee relation between Coordinating Institution and Student, and therefore is not subject to direct taxation. Student is obliged to take care of any tax issue concerning the fiscal laws in her/his home country.

2.2.4. Student has to keep the invoices and receipts of all transactions made with the amount.

2.2.5. Student affirms that her/his status conforms to the rules for EMJMD scholarship holders in the E+PG, and especially that she/he does not benefit at the same time from another European Community grant, she/he was not beneficiary of a previous Erasmus Mundus Master Course (EMMC) or EMJMD grant of the European Community, that she/he was not resident nor have carried out her/his main activities (studies, training or work) for more than a total of 12 months over the last five years (as to the application deadline, Dec 1<sup>st</sup>, 2014) in one of the eligible applicant countries of the EMMC/EMJMD programmes, and that she/he did not apply for more than 3 different Erasmus Mundus Action 1 joint programmes (EMMC and/or EMJD) at the same time.

2.2.6. Concerning the contribution to travel costs, Student is aware that she/he has to verify her/his place of residence with a residence certificate / a certificate from Student's work, study or training, issued by the employer or institution (in English) in question.

### 2.3. Rules for reimbursement

Student agrees that the scholarship payments and fee waiving contribution stop with prior leaving of the course. In particular,

- in the case of termination of Student participation because of failure to pass a compulsory exam after the maximum number of re-sits allowed by university regulations, the payment of the scholarship will be interrupted at the last failed exam attempt.
- If Student graduates earlier than the official end of the **E+: EMJMD-AM**, the payment of the scholarship shall end at graduation time.
- If Student voluntarily interrupts the studies, the scholarship will stop at the time when Student leaves the Consortium Universities. Coordinating Institution shall recover all unjustified/ineligible scholarship payments received by Student as a result of her/his failure to communicate the interruption of studies in due time.
- The above applies also in case of a temporary interruption of the studies because of parental leave, severe illness or accident, or other emergency situation (e.g. death of a close relative).

#### 2.4. Vocational occupation

Student may embark on any vocational occupation with a regular salary in parallel to the studies under the **E+: EMJMD-AM**, provided this does not interfere with Student's attendance and proficiency in the study programme. It is then on Student to obtain a work permit (if needed) and to pay resulting taxes locally and/or in her/his country of residence. It is not allowed to embark on any vocational occupation at the University of Innsbruck.

#### **Article 3: mobility path**

3.1. The **1st semester (Oct. 1<sup>st</sup>, 2015-Feb 29<sup>th</sup>, 2016)** of studies always takes place at **Innsbruck** (Austria), at Coordinating Institution. This is the entrance university for all AstroMundus students, who will remain enrolled at the University of Innsbruck for the whole duration of their studies.

Mid-term of each semester, Student will be asked to express her/his first and second choices for the destination in the subsequent semester. The study plan and mobility path proposed by Student is subject to approval by the AstroMundus Selection Committee according to Article 3.3 of the CA.

The **2nd semester (March 1<sup>st</sup>, 2016 – September 30<sup>th</sup>, 2016)** takes place in Italy, either at University of **Padova** or at the University of **Rome "Tor Vergata"**. The summer break takes place in August.

The **3rd semester (Oct 1<sup>st</sup>, 2016 – Feb 28<sup>th</sup>, 2017)** takes place at a chosen location among the University of **Rome "Tor Vergata"** (Italy), the University of **Göttingen** (Germany), or the University of **Belgrade** (Serbia).

EMJMD scholarship holders of Partner Countries (as defined in the E+PG) may spend at most a total of 3 months in Belgrade, because this is a Partner-Country University of the Consortium. Any additional time spent in Belgrade cannot be covered by the scholarship.

Third semester courses offered by University of Belgrade are therefore concentrated in a period of 3 months (Oct 1<sup>st</sup> - Dec 31<sup>st</sup>) to allow EMJMD scholarship holders to choose Belgrade as their third destination.

The **Master Thesis** must be completed during the **4th semester** (March 1<sup>st</sup>, 2017 – Sept 30<sup>th</sup>, 2017) and any of the 5 Consortium Universities can be chosen, still with the above mentioned restriction

concerning Belgrade. A **Joint Supervision** of theses between 2 Consortium Universities is possible. EMJMD scholarship holders, who did not go to Belgrade in their 3rd semester, can spend at most 3 months at the University of Belgrade in the case of a **Joint Thesis Supervision**.

An official graduation ceremony is held at the Coordinating Institution. Student may participate on her/his own costs and organization. The AstroMundus Administration Office will circulate all relevant information.

3.2. Although Student can choose the mobility path through the Consortium Universities from the 2nd semester onward, in the respect of the terms set out in Article 3.1, in order to ensure an excellent quality of the course only a maximum fraction of students per site is allowed. Therefore, at mid-course of each semester students will be asked to give their preference(s) for the subsequent semester. The Selection Committee may re-direct some students to sites different from their chosen ones.

#### **Article 4: code of conduct**

4.1. Under the present contract, Student is obliged

- to attend assiduously, and with the objective of successfully passing, the modules, and the thesis inherent in the programme of studies;
- to acquire at least 30 ECTS per semester and at least 120 ECTS over the duration of the programme. Student will finish her/his Master Thesis before September 30th, 2017. If an extension is required to finalize the studies, exams, thesis or thesis defence beyond September 30th, 2017, unless otherwise noted in the GA (e.g. prolonged illness or for parental leave), it is on Student's responsibility to take all necessary steps;
- to refrain from any kind of plagiarism in the preparation of course assignments and of the Master thesis;
- not to receive any other scholarship or subvention financed by the European Commission under other Community programmes;
- to participate in any additional activities like retreats, fieldwork, etc., that are specifically organized by the AstroMundus Consortium as a part of the **E+: EMJMD-AM**;
- to notify Coordinating Institution without delay about any decision to leave the programme ahead of time or about any circumstances that lead to an (even temporary) interruption of the studies;
- to notify and seek permission of Coordinating Institution prior to take up any internship or participate in a summer/winter school;
- not to take the same optional courses at the next Consortium University(ies) on her/his mobility path.

4.2. Any deliberate failure on the part of Student to fulfil the conditions expected in terms of attendance at the **E+: EMJMD-AM**, in particular non-fulfilment of the conditions stipulated in this Letter of Agreement, constitutes sufficient reason for action to be taken towards resolving the issue

and could lead to reimbursement of the scholarship awarded. In the case of reimbursement, Coordinating Institution will determine the amount to be reimbursed (see also Article 2.3).

4.3 Student's performance will be monitored by the AstroMundus Administration Office at Coordinating Institution. With successful completion of the semester exams a transcript will be forwarded from the relevant Consortium University to Coordinating Institution, where all grades are processed by the examination office and apparent to Student over her/his personal web access on LFU:online.

4.4. If Student does not make sufficient progress, e.g. does not acquire at least 30 ECTS per semester, the payment of the scholarship may be terminated. It is strongly recommended that missing ECTS/examinations are completed until the end of the subsequent semester.

4.5. Student is provided with an immutable e-mail account by Coordinating Institution for the entire duration of the study programme. Official communications take place through this account. Student commits her/himself to check the e-mail account on daily basis.

#### **Article 5: EMJMD Diploma**

With successful completion of the **E+ EMJMD-AM**, Student receives the Notice of Award, the Joint Master Certificate and Diploma Supplement issued by the Coordinating University, provided she/he supplied all requested documents. In addition the Joint Degree certificate, signed by the rector of Coordinating Institution and the rectors of the visited Consortium Universities, will be awarded.

#### **Article 6: accidents, health and travel insurance**

6.1. Coordinating Institution is exonerated from any responsibility for accidents, illnesses, injuries, losses or damages to persons or goods resulting from or in any way related to the activities that are the object of this Letter of Agreement. Student is obliged to accept the necessary insurance related to the activities for the full duration of the study period.

6.2. Student is provided with the "IPS Primary Health, Accident and Travel Insurance Package" that will be valid for the whole period of studies and in all countries visited. Insurance expenses are included in the participation costs and as such are covered by the EMJMD scholarship.

6.3. The insurance package fulfils the minimum requirements of EACEA for E+: EMJMD students: [http://ec.europa.eu/programmes/erasmus-plus/documents/erasmus-plus-programme-guide\\_en.pdf](http://ec.europa.eu/programmes/erasmus-plus/documents/erasmus-plus-programme-guide_en.pdf) The insurance will be active from the moment, when Student starts her/his journey to reach the entrance university.

For visits to a general practitioner Student should expect to pay the doctor's bill and then being refunded by the insurance after filing a claim, while in the case of hospitalization the insurance will pay directly the hospital bill. The insurance's telephone number for emergency calls will be available 24 hours a day, 7 days a week.

6.4. The insurance does not cover pre-existing medical problems.

#### **Article 7: service to Student**

The Consortium Universities offer Student support in issues like housing, visa / residence permit procedure, local language courses.

All local competent Academic Advisors will be presented at the Information day. Furthermore, the competent authorities at the relevant International Relations Office will get in contact with Student before the start of the semester at a Consortium University.

Students have access to computing facilities of all Consortium Universities, to on-line services for the access to transcript of records and to internet connection within the university premises, which implies access to professional journals through the institutional subscriptions.

#### **Article 8: surveys and evaluation**

Student agrees to join in any programme surveys and evaluations when asked. These evaluations are carried out anonymously.

#### **Article 9: internships and summer/winter schools**

Student is allowed to take up internships and/or participate in summer schools on topics related to the study programme at either the Consortium Universities, Associated Partners, or external organisations during semester breaks, provided these activities do not interfere with their performance within the programme. Any financial support or income received by Student in relation with such activities must comply with the financial conditions expressed in Articles 2.4. and 4.1 of the present Letter of Agreement.

#### **Article 10: online resources**

Student will find links for further information on the AstroMundus website [astromundus.eu](http://astromundus.eu).

#### **Article 11: modifications of the contract**

Any alteration to the present contract must be communicated in writing. All alterations to the initial situation must be immediately communicated by Student to Coordinating Institution. Upon mutual agreement of contractual modifications, Coordinating Institution will issue an addendum to the present Letter of Agreement.

Without prejudice to the general consequences laid down in national law applicable in this Letter of Agreement, Coordinating Institution reserves the right to cease the effects of the Letter of

Agreement, without recourse to any juridical procedure apart from adequate communication to Student. Failing agreement by both parts, the Austrian courts are designated as the only competent authorities to resolve any legal dispute between Coordinating Institution and Student emerging from the Letter of Agreement. The present contract will be governed by Austrian Law.

The signatories declare that they have read and accept the preamble and conditions laid down in this Letter of Agreement.

Student agrees with the terms of this Letter of Agreement by signing the copy and returning it to:

AstroMundus Administration Office  
Institute of Astro- and Particle Physics  
University of Innsbruck  
Technikerstrasse 25/8, 6020 Innsbruck, AUSTRIA

This Letter of Agreement has been drawn in two originals in English all texts being equally valid.

Signed in twofold at Innsbruck,

University of Innsbruck  
Assoz.-Prof. Francine Marleau,  
Programme Coordinator AstroMundus

Student  
\*Name\*

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date: