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**Draft of
student agreement
Intercultural Leadership**

Student agreement

BETWEEN:

Nicolaus Copernicus University in Toruń (NCU) Coordinating Institution of the EMJM CLIDE programme, with its registered office in Toruń at Jurija Gagarina 11, 87-100 Toruń, Poland, Tax Number (NIP): PL 8790177291, represented by _____, hereinafter referred to as "**The University**" or "**Coordinator**", acting in its own name and on behalf of the other Consortium Partners, namely:

1. University of Granada (UGR), Spain;
2. FH OO Studienbetriebs GmbH (FHOÖ), Austria;
3. Simon Kuznets Kharkiv National University of Economics (KhNUE), Ukraine;
4. University Hassan II of Casablanca (UH2C), Morocco.

(hereinafter collectively referred to as the "**Consortium Partners**" or "**Partner Institutions**")

The Coordinator declares that it holds valid powers of attorney granted by the aforementioned Consortium Partners within the framework of the Partnership Agreement to conclude this Student Agreement on their behalf.

AND:

The participant in the CLIDE programme:

Surname: _____

First Name(s): _____

Date of birth: _____

Nationality: _____

Passport number: _____

Personal email: _____

hereinafter referred to as "**The Student**".

INTRODUCTION The CLIDE Master course is an Erasmus Mundus Joint Master (EMJM) supported by the European Union under Grant Agreement No. 101241178. The Nicolaus Copernicus University in Toruń is mandated to manage the grant and the scholarships. This Agreement regulates the rights and obligations of the Student and the Consortium.

ARTICLE 1. ENROLMENT AND MOBILITY TRACK

1.1. **Subject of the Agreement:** The Student is hereby enrolled in the Erasmus Mundus Joint Master programme "interCultural Leadership In the Digital Era" (CLIDE), corresponding to 120 ECTS credits, for the duration of two academic years: 20[XX]/20[XX] and 20[XX]/20[XX].

1.2. **Mobility Track:** Based on the admission decision, the Student is assigned to the **Professional Track** indicated below. The Student undertakes to follow the mobility scheme defined for the selected track:

[] TRACK 1: Leadership in the Digital Era

- **Semester 1:** University of Granada (UGR), Spain
- **Semester 2:** Nicolaus Copernicus University in Toruń (NCU), Poland
- **Semester 3:** Université Hassan II de Casablanca (UH2C), Morocco
- **Semester 4:** Nicolaus Copernicus University in Toruń (NCU), Poland

[] TRACK 2: Leading Intercultural Teams

- **Semester 1:** University of Granada (UGR), Spain
- **Semester 2:** University of Applied Sciences Upper Austria (UAA), Austria
- **Semester 3:** Simon Kuznets Kharkiv National University of Economics (KNUE), Ukraine
- **Semester 4:** Nicolaus Copernicus University in Toruń (NCU), Poland

1.3. **Mandatory Joint Events:** The Student is obliged to participate in the **Joint Integration Week** (held at NCU at the commencement of Semester 1) and the **Joint Summer School** (held between Semester 2 and 3), in accordance with the Programme curriculum.

1.4. The defence of the Master Thesis (Diploma Examination) constitutes the final requirement of the 4th Semester. It shall be conducted in accordance with the Study Regulations of Nicolaus Copernicus University in Toruń (NCU). Ideally, the defence takes place at the premises of NCU; however, the Examination Board may authorise a remote defence using electronic communication means, provided it complies with the applicable NCU regulations.

ARTICLE 2. CHANGE OF PROFESSIONAL TRACK

2.1 Binding Allocation: The Student is enrolled in the specific Professional Track indicated in Article 1, based on the admission decision. The Student acknowledges that the allocated mobility scheme is binding for the entire duration of the Programme.

2.2. Procedure for Change: A change of the Professional Track is permitted only in **exceptional and duly justified circumstances**. To request a change, the Student must submit a formal written application to the Programme Board, via the Consortium Coordinator, no later than **15 December** of the first academic year.

2.3. Decision Criteria: The Programme Board has the sole discretion to approve or reject the request. The decision shall be based on:

- The academic and logistical capacity of the Partner Institutions;
- The requirement to maintain a balanced distribution of students across tracks;
- Compliance with EACEA mobility rules and visa feasibility. Approval is not guaranteed.

ARTICLE 3. STUDENT OBLIGATIONS

3.1. Active Participation: The Student undertakes to participate in the Programme on a **full-time basis**, commencing on **1st September 20[XX]**. The Student is obliged to attend all scheduled courses, examinations, and mandatory joint activities with due diligence and punctuality.

3.2. Submission of Original Documents: As a strict condition for the finalisation of enrolment, the Student shall present the **original Bachelor's diploma** (accompanied by an Apostille or Legalisation, as applicable) to the Admissions Office of Nicolaus Copernicus University in Toruń (NCU) no later than **[30 September / Date]**. Failure to present valid original documents by this deadline may result in the immediate termination of this Agreement and cancellation of admission.

3.3. Compliance with Regulations: During the mobility periods, the Student shall comply with the internal regulations, codes of conduct, and safety procedures of the respective **Host Partner Institution**. The Student is subject to the disciplinary jurisdiction of the university where they are currently studying.

3.4. Surveys and Evaluation: The Student commits to actively participate in quality assurance surveys and evaluations conducted by the Consortium and the European Education and Culture Executive Agency (EACEA). The Student is also encouraged to join and engage with the **Erasmus Mundus Students and Alumni Association (EMA)**.

ARTICLE 4. SERVICES AND ACADEMIC RULES

4.1. Provision of Academic Services: The Consortium Partners undertake to provide the Student with high-quality tuition, academic supervision, and access to necessary learning resources (including libraries, laboratories, and IT facilities) required for the successful completion of the Programme

4.2. Administrative Support: The Student shall receive administrative support from the Consortium Partners regarding visa and residence permit procedures, housing assistance, and social integration at each Host University.

4.3. Applicable Academic Regulations: The academic progress of the Student is primarily governed by the **Joint Academic Guidelines** adopted by the Consortium. Matters not covered by the Joint Guidelines (e.g., specific exam conduct rules, anti-plagiarism procedures) shall be subject to the internal **Study Regulations** of the Partner Institution hosting the Student for the relevant semester.

4.4. **Grading and Recognition:** Assessment criteria, grading scales, and the rules for retaking examinations are specified in the Joint Academic Guidelines. Grades obtained at Partner Institutions shall be automatically recognized and converted into the scale of the Coordinating Institution (NCU) in accordance with the agreed ECTS Grading Table.

ARTICLE 5. AWARDED DEGREE

5.1. **Conditions for Awarding:** Upon the successful accumulation of **120 ECTS** credits (including mandatory mobility periods) and the successful defence of the Master Thesis, the Student shall be awarded a **Joint Master Degree** entitled “**Master in Intercultural Leadership**”.

5.2. **Awarding Institutions:** The Parties acknowledge that the Joint Degree is awarded jointly by the following Partner Institutions (hereinafter: “Awarding Partners”), in accordance with their respective national legislation:

- **Nicolaus Copernicus University in Toruń (NCU)**, Poland;
- **University of Granada (UGR)**, Spain;
- **Simon Kuznets Kharkiv National University of Economics (KNUE)**, Ukraine.

5.3. **Issuance Procedure and Timeline (Circulation of Diploma):** The Student acknowledges and accepts that:

a) **Signatures:** To adhere to the national laws of the Awarding Partners, the Joint Diploma document requires the original handwritten signatures of the Rectors of all three Awarding Partners (NCU, UGR, KNUE).

b) **Timeline:** The administrative process involves the secure physical circulation of the diploma parchment between Poland, Spain, and Ukraine. Consequently, the issuance of the final document may take from 3 to 6 months from the date of the successful defence.

c) **Issuing Authority:** The physical document constitutes a single deed prepared administratively by Nicolaus Copernicus University in Toruń (NCU)..

5.4. **Accompanying Documents:** Together with the Joint Diploma, the Student shall receive a **Joint Diploma Supplement** (describing the nature, level, context, content, and status of the studies) and a **Certificate of Participation** signed by the Consortium Coordinator.

5.5. **Provisional Certification:** To facilitate the Student’s entry into the labour market or doctoral studies pending the issuance of the final diploma, the Coordinator (NCU) shall issue an official **Certificate of Completion** immediately after the defence. This certificate serves as valid proof of graduation and entitlement to the degree until the original Joint Diploma is fully signed and ready for collection.

ARTICLE 6. INSURANCE

6.1 **Mandatory Coverage:** Throughout the entire duration of the Programme, the Student shall be provided with a comprehensive **Health and Accident Insurance** scheme arranged centrally by the Consortium.

6.2. **Compliance Standards:** The insurance policy complies with the minimum requirements set by the **European Education and Culture Executive Agency (EACEA)** for Erasmus Mundus Joint Masters, covering medical expenses, accidents, third-party liability, and repatriation.

6.3. **Financing of Insurance Costs:**

- **For Scholarship Holders:** The full cost of the insurance is covered by the Consortium from the Erasmus Mundus grant funds (Institutional Costs).
- **For Self-Funded Students:** The cost of the mandatory insurance is **included in the Programme Fee** specified in Article 8. The Student is not required to pay any separate or additional amount for this coverage.

6.4. **Policy Validity:** The insurance coverage is valid worldwide for the full duration of the Programme, including all mobility periods and the mandatory internship. The Student shall receive an individual insurance certificate/card upon finalisation of enrolment.

ARTICLE 7. FINANCIAL PROVISIONS (SCHOLARSHIP HOLDERS) *(Applicable exclusively to Students awarded an Erasmus Mundus Scholarship)*

7.1. **Scholarship Allowance:** The University undertakes to pay the Student a monthly unit contribution of **EUR 1,400** for a maximum duration of **24 months**. The scholarship is intended to cover travel, visa, installation, and subsistence costs.

7.2. **Payment Modalities:** The scholarship shall be transferred directly to the Student's personal bank account denominated in Euros. To ensure timely transfers and avoid excessive bank charges, the account should preferably be held within the **Single Euro Payments Area (SEPA)**.

7.3. **Conditions for Payment:** The payment of the scholarship is strictly conditional upon the Student's **active participation** in the Programme. Active participation includes attending classes, passing examinations, and taking part in mandatory mobility activities.

7.4. **Suspension and Termination of Payments:** In the event of temporary suspension, withdrawal, or exclusion from the Programme (e.g., due to academic failure or disciplinary reasons), the payment of the scholarship shall **cease immediately**. The Student is not entitled to receive any payments for periods during which they are not actively enrolled or participating in the Programme activities.

7.5. **Exemption from Fees:** As a Scholarship Holder, the Student is **fully exempt** from the Programme Fees (tuition fees). No administrative or participation costs shall be deducted from the scholarship amount.

7.6. **Financial Obligations in Case of Extension/Repetition:** The financial support (scholarship and fee exemption) is granted exclusively for the standard duration of the Programme. In the event that the Student fails to complete the Programme within this timeframe and is required to repeat a semester or extend their studies:

- a) The entitlement to the Scholarship allowance **ceases immediately** for the extended period;
- b) The exemption from Programme Fees is **revoked**;
- c) The Student shall be obliged to **pay the full participation fee** for the repeated/extended period. The applicable rates and payment deadlines shall be identical to those defined for Self-Funded Students in **Article 8** of this Agreement (i.e., EUR 2,000 or EUR 4,000 per semester, depending on citizenship).

ARTICLE 8. FINANCIAL PROVISIONS (SELF-FUNDED STUDENTS) *(Applicable exclusively to Students who are NOT awarded an Erasmus Mundus Scholarship)*

8.1. **Funding Status & Participation Fees:** The Student's financial obligations depend on their classification regarding the EU Institutional Costs contribution. The Parties agree that the Student belongs to the following category [tick appropriate box]:

☐ A. Student covered by the EU Institutional Costs contribution: The participation costs (including tuition and insurance) are covered by the European Union grant allocated to the Consortium. Therefore, for the standard duration of the Programme (24 months), the Student is **exempt** from paying participation fees.

☐ B. Student NOT covered by the EU Institutional Costs contribution (Self-Funded): The Student is enrolled in excess of the maximum number of students funded by the European Union grant ("NRES Cap"). Therefore, the Student undertakes to pay a participation fee ("Programme Fee") determined based on their citizenship and strategic connection to the Consortium:

- **EUR 2,000** per semester for citizens of EU/EEA Member States, EU Candidate Countries, and citizens of the Consortium Partner countries (Ukraine, Morocco);
- **EUR 4,000** per semester for citizens of non-EU countries.

8.2. **Payment Schedule:** For Students classified in **Category B**, the participation fee shall be paid **in advance** for each semester. The Student undertakes to adhere to the following strict deadlines:

- For the Winter Semester: no later than **30 September**;
- For the Summer Semester: no later than **28 February**. Timely payment is a condition for maintaining active student status.

8.3. **Payment Method:** Payments shall be made via bank transfer to the bank account of Nicolaus Copernicus University in Toruń (NCU). The detailed bank account coordinates are specified in **[Annex X / the admission decision]**. The Student is responsible for covering all applicable bank transfer charges to ensure that the full net amount reaches the University's account.

8.4. **Repeating a Semester/Year (Extension of Studies):** The EU funding (Institutional Costs) covers strictly the standard duration of the Programme (24 months). If the Student (regardless of whether they are in **Category A** or **Category B**) fails to complete the study programme within the standard timeframe and enrolls for an extension or repeats a semester/year:

- a) The exemption from fees (Category A) **ceases immediately** for the extended period;
- b) The Student shall be required to pay the full participation fee for the repeated/extended period from their own funds;
- c) The fee for the extended period shall be equivalent to the standard rate defined in point 8.1.B above.

8.5. **Currency Conversion Rule:** For the purpose of internal accounting at NCU, payments made in Euros (EUR) shall be converted into Polish Zloty (PLN) using the monthly accounting exchange rate published by the European Commission (**InforEuro**) applicable for the month in which the payment is credited to the University's account.

ARTICLE 9. ACADEMIC DISCIPLINE AND TERMINATION

9.1. **Grounds for Termination:** The University reserves the right to terminate this Agreement with immediate effect and exclude the Student from the Programme in the event of:

- **Non-attendance:** Unjustified absence from classes, exams, or mandatory activities exceeding the limits defined in the Joint Academic Guidelines or the regulations of the Host University;
- **Disciplinary Offence:** Serious breach of academic discipline or ethical standards, including but not limited to plagiarism, fraud, fabrication of data, or gross misconduct;
- **Academic Failure:** Failure to obtain the required number of ECTS credits or failure to pass mandatory examinations, resulting in the formal removal of the Student from the register of students under the applicable study regulations.

9.2. **Consequences of Termination:** Upon termination of this Agreement, the Student loses the status of a CLIDE student. For Scholarship Holders, all scholarship payments shall **cease immediately** from the date of the decision. The Student shall not be entitled to any compensation for the remaining period of the Programme.

9.3. **Appeal Procedure:** In the event of termination or exclusion, the Student has the right to submit a formal written appeal to the **Programme Board**, lodged via the Consortium Coordinator (NCU). The appeal must be submitted within **14 days** of the notification of the decision. The Programme Board shall review the appeal in accordance with the Consortium's internal regulations, and its decision shall be final, without prejudice to the Student's right to seek judicial remedy under Polish law.

ARTICLE 10. INTELLECTUAL PROPERTY AND THESIS LICENSE

10.1. **Copyright Ownership:** The Student retains the full copyright and moral rights to the Master Thesis created within the framework of the Programme, subject to the applicable national legislation.

10.2. **Licence Grant:** To enable the proper administration of the Joint Degree and compliance with mandatory legal reporting obligations, the Student hereby grants to Nicolaus Copernicus University in Toruń (NCU) and the Consortium Partners a **non-exclusive, royalty-free, worldwide, and perpetual license** to use the Master Thesis for the following non-commercial purposes:

- **Archiving and Reporting:** Storing the electronic version of the thesis in the University's Archive of Diploma Theses (APD) and the National Repository of Written Dissertations (ORPD), as strictly mandated by the Polish Act on Higher Education and Science;

- **Anti-Plagiarism Verification:** Processing the text through the Uniform Anti-Plagiarism System (JSA) and other verification tools used by the Consortium to ensure academic integrity;
- **Academic Assessment:** Making the thesis available to members of the Examination Board, reviewers, and external accreditation agencies for the purpose of evaluation and quality assurance.

10.3. **Confidentiality (Industrial Theses):** In cases where the Master Thesis contains confidential data belonging to a third party (e.g., an internship host organization), the Student may request to restrict public access to the thesis. Such restriction shall not affect the obligation to submit the thesis for academic assessment and archiving, which shall be conducted under appropriate confidentiality obligations (*in camera*).

ARTICLE 11. IMAGE RIGHTS (CONSENT)

11.1. **General Promotion:** The Consortium reserves the right to document joint academic events (e.g., Integration Week, Graduation Ceremony) through photography and video recording. The Student acknowledges that images of large groups, where the Student is not the central focus, may be used for the legitimate interest of promoting the CLIDE Programme without requiring specific consent.

11.2. **Individual Image Consent:** For the use of the Student's individual image (e.g., close-ups, interviews, testimonials) for non-commercial promotional purposes on the Consortium's websites, social media channels, and brochures, the Student's explicit consent is required.

- ☐ **I HEREBY GRANT CONSENT**
- ☐ **I DO NOT GRANT CONSENT** to the free use of my image recorded during Project activities for the purposes described above.

11.3. **Withdrawal of Consent:** The Student has the right to withdraw this consent at any time by submitting a written request to the Coordinator. Upon withdrawal, the Consortium shall cease using the Student's image in new materials and, where technically feasible, remove it from existing digital channels.

ARTICLE 12. DATA PROTECTION (GDPR & POL-ON)

12.1. **Data Controller:** The Consortium Partners act as **Joint Controllers** of the Student's personal data processed for the purpose of implementing the Programme, in accordance with **Regulation (EU) 2016/679 (GDPR)**.

12.2. **Mandatory Reporting (POL-on):** The Student is explicitly informed that their personal data regarding enrolment, study progression, and graduation shall be processed by Nicolaus Copernicus University in Toruń (NCU) and reported to the **Polish Integrated System of Information on Higher Education and Science (POL-on)**, as strictly required by the Polish Act on Higher Education and Science.

12.3. **Transfer to EACEA:** The Student acknowledges that their data will be transferred to the **European Education and Culture Executive Agency (EACEA)** via the Mobility Tool+ (or equivalent EU database) for the management of the Erasmus Mundus grant, monitoring, and statistical analysis.

12.4. **Privacy Notice:** Detailed information regarding data processing, data subjects' rights, and contact details of the Data Protection Officers (DPO) is provided in the **CLIDE Privacy Statement**, available on the Programme website.

ARTICLE 13. APPLICABLE LAW

13.1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the **laws of the Republic of Poland**.

13.2. **Amicable Settlement:** In the event of a dispute, the Parties shall first undertake to resolve the matter amicably through the internal appeal procedures of the Consortium (Programme Board).

13.3. **Jurisdiction:** If an amicable settlement cannot be reached, the dispute shall be submitted to the exclusive jurisdiction of the **competent common court** determined in accordance with the provisions of the **Polish Code of Civil Procedure**.

ARTICLE 14. FINAL PROVISIONS AND SIGNATURES

14.1. Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties to be valid.

14.2. Counterparts: This Agreement has been drawn up in two identical originals, one for the University and one for the Student.

SIGNED FOR AND ON BEHALF OF THE CONSORTIUM:

Nicolaus Copernicus University in Toruń (Coordinator) Represented by:

(Signature & Stamp) Date: _____

THE STUDENT:

Name: _____ (Signature) Date: _____

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