



### CONSORTIUM AGREEMENT (CA) FOR AN ACTION WITH MULTIPLE BENEFICIARIES ERASMUS+ MUNDUS JOINT MASTER DEGREES (EMJMD) Grant Agreement nr – XXX – EMJMD

#### Preamble

This Consortium Agreement is drafted within the framework of the action entitled: Erasmus+ Mundus Joint Master Degree (EMJMD) “Leading International Vaccinology Education” (LIVE in short hereafter), based on the **Grant Agreement nr – XXX – EMJMD (Appendix 1)** between the Education, Audio-visual and Culture Executive Agency (EACEA) acting under powers delegated by the European Commission and the UNIVERSITE LYON 1 CLAUDE BERNARD, Coordinating the LIVE consortium and its specific agreements and is made on **1<sup>ST</sup> of September 2018** (the effective date).

BETWEEN:

1. **UNIVERSITE LYON 1 CLAUDE BERNARD (UCBL)**, hereinafter referred to as “the Coordinating Institution”,  
a public scientific, cultural and professional establishment  
whose registered office is at 43 Boulevard du 11 Novembre 1918, 69100 Villeurbanne, France  
represented for the purpose of signature of this Consortium Agreement by **XXX**, President.
2. **UNIVERSITEIT ANTWERPEN (UAntwerp)**,  
whose registered office is at Prinsstraat 13, 2000 Antwerp, Belgium  
represented for the purpose of signature of this Consortium Agreement by **XXX**, Rector.
3. **UNIVERSITAT DE BARCELONA (UB)**,  
whose registered office is at Gran Via de les Corts Catalanes, 585, 08007 Barcelona  
represented for the purpose of signature of this Consortium Agreement by **XXX**, Vice-Rector for International Policy.
4. **UNIVERSITAT AUTONOMA DE BARCELONA (UAB)**,  
whose registered office is at Rectorat, 08193 Bellaterra (cerdanyola del Vallès), Spain  
represented for the purpose of signature of this Consortium Agreement by **XXX**, Rector.
5. **UNIVERSITE JEAN MONNET SAINT-ETIENNE (UJM)**,  
a public scientific, cultural and professional establishment  
whose registered office is 10, rue Tréfilerie – CS 82301, 42023 Saint-Etienne, Cedex 2,  
represented for the purpose of signature of this Consortium Agreement by **XXX**, President.  
hereinafter, jointly or individually, referred to as “Parties” or “Party”.

#### ARTICLE 1: Purpose of the Consortium Agreement

The purpose of this Consortium Agreement is to agree on the implementation and management of the EMJMD LIVE, whose description is available at <http://LIVE.univ-lyon1.fr/>. This Consortium Agreement settles the conditions of involvement of the Parties and describes the financial rules, approved by all the Parties, to run

the Programme. It outlines the principle and terms of their cooperation, as well as their rights and obligations with respect to the running of this Programme.

The provisions of this Consortium Agreement shall not be construed so as to diminish the fully autonomous position of any of the Parties. In case of contradiction between the present Consortium Agreement and any mandatory legal requirement of a Party, this latest shall prevail.

#### ARTICLE 2: Definition

Words beginning with a capital letter shall have the meaning defined either herein or in the Grant Agreement including its Annexes.

Consortium Agreement: means this Consortium Agreement including its Appendices, as well as any subsequent amendments thereof.

Programme: refers to “Leading International Vaccinology Education” (hereinafter referred to as “LIVE”)

Master refers to a study programme organized by higher education institution(s), enrolling students for four semesters, after completion of a Bachelor’s degree (180 ECTS in the European Credits Transfer System) and awarding them a certified diploma of 120 ECTS to reach a level of 300 ECTS, in the European higher education system.

Partner Country(ies) and Programme Country(ies): refer to the definition as set forth in the “European Commission Erasmus+ Programme Guide Version 2 (2018): 15/12/2017 pages 21-23”.

#### ARTICLE 3: Description of the LIVE Consortium

The LIVE consortium is composed of five Main Partners, including one Coordinating Institution.

The five LIVE Main Partners are:

- 1) **UNIVERSITE LYON 1 CLAUDE BERNARD (UCBL)**, hereinafter referred to as “the Coordinating Institution”,
- 2) **UNIVERSITEIT ANTWERPEN (UAntwerp)**,
- 3) **UNIVERSITAT DE BARCELONA (UB)**,
- 4) **UNIVERSITAT AUTONOMA DE BARCELONA (UAB)**,
- 5) **UNIVERSITE JEAN MONNET SAINT-ETIENNE (UJM)**,

Each Main Partner is represented for the purpose of the LIVE implementation by a “Local Coordinator”

The identified Local Coordinators of the LIVE Programme at the date of signature of this Consortium Agreement are:

- For UCBL, Prof. Christine Delprat
- For UAntwerp, Prof. Peter Delpitte
- For UB, Dr Thomas Stratmann
- For UAB, Prof. Dolores Jaraquemada Pérez de Guzmán
- For UJM, Prof. Stéphane Paul

All Parties shall promptly inform the Coordinator by written means of any change of said Party’s representative.

Additionally, Associated Partners, listed in the table below and formally acknowledged as such, are registered with a Participant Identification Code (PIC number) in the LIVE consortium. Associated Partners commit themselves to provide support to the Programme as set forth in a letter of commitment and are represented in the LIVE governance structures.

Associated Partners are from higher education institutions (HEI), clinical and/or research centres (Clin Res), big pharma companies (BPC), small and medium size companies (SMC) and other foundations & organizations (Org), interested in organizing a strategic partnership aimed at creating initial education in the field of Vaccinology.

**XXX Partnership table of the PIC-associated Partners will be inserted here XXX**

Finally, Additional Supporting Partners are not formally registered in the Programme but they provide support on a voluntary basis, as set forth in a letter of commitment. The list of these 16 supporting partners is available on the LIVE website <http://LIVE.univ-lyon1.fr/>. Supporting Partners are not bound with this Consortium Agreement.

## ARTICLE 4: Scope of the programme

### 4.1. Background

The public health needs the development of an adequate workforce of vaccinologists to be available. The general objective of EMJMD LIVE is to form the next generation of vaccinologists who will have to manage an increasing number of vaccine targets for many important issues: unsolved and still emerging infectious diseases, immune-senesence in an era where there is an exponentially aging of population structure, non-infectious but immune-regulated diseases (e.g. cancer and chronic inflammatory diseases such as atherosclerosis, obesity, diabetes, addictions...). The nations need to decrease health care expenditures while increasing quality and health care outcomes. In this context, it is better to prevent than to treat. Meeting this need starts with providing the funding, professors, excellent training and clear career pathways for bright and capable students who will devote their professional careers to Vaccinology.

### 4.2. EMJMD LIVE overall objectives

The EMJMD LIVE is:

- a unique European Master in the scientific domain called Vaccinology, opened for all countries in the world;
- an education programme awarding the Master level to students with advanced updated knowledge and expertise in Vaccinology;
- a structured and integrated cooperation between HEIs specialized in Immunology, Infectiology and Vaccinology and educating scientists, physicians, pharmacists and veterinarians to design and implement a common Master programme that leads to the award of a mutually recognized scientific Master joint degree;
- training students to adapt to different cultures during their Master, understanding the ins and outs of Vaccinology, including practical trainings in the field of vaccination, such as the use of animal models and the monitoring of human vaccine clinical trials;
- offering Master students, a multidisciplinary training with a strong scientific background, but also multilingualism (two foreign languages) and humanities around Vaccinology: laws, health policy and interactions between vaccines and public society;
- integrating knowledge, skills and resources along the Vaccinology chain: fundamental and translational research, industrial development and production, usage and epidemiological follow-up in clinical centres to train the leaders of the future generation of researchers and top international managers in Vaccinology;
- a very open joint training between the academic and the industrial world to cover a defined list of jobs according to the labour market.

The EMJMD LIVE Programme will focus on four major aspects: three on scientific and applied fields, one on humanities in vaccinology, together dealing with different critical elements to enable a full vaccinologist training programme. These four main research themes, listed below, will be fully integrated in a two-year Master programme under joint supervision:

1. Immunology, Immunopathology
2. Infectiology, Epidemiology
3. Research, Clinical and Industrial Vaccinology
4. Humanities related to Vaccinology

## ARTICLE 5: Structure and administrative aspects of the LIVE study programme

### 5.1. Structure of the programme

The LIVE Programme is a Joint Master, based on a full-time two-year programme accredited for 120 European Credit Transfer System (ECTS) to train students to analyse and answer scientific problems related to the domain of Vaccinology efficiently and independently using the appropriate techniques.

A Master student enrolling in the LIVE Programme should fulfil the following requirements in order to get a Master degree under the LIVE scheme.

**Mobility scheme – semester 1, 2, 3:** students must carry out their study programme at five Main Partner universities of the consortium, in three different countries represented, namely: Spain, Belgium and France. Each student will spend one semester in each of the three countries, following the academic path described in [Appendix 2](#) (study programme description). The Local Coordinators locally implement the Programme and

act as the intermediary between the institution (s)he represents and the Academic and Management Board (AMB).

**Master LIVE thesis – semester 4:** Both Main Partners and Associated Partners host Master students with a shared agreement for their professional internship during the fourth semester. The academic tutor and the professional tutor cooperate to monitor the quality of the support provided to the student.

**Digital learning – semester 1 to 4:** Digital learning will be used in the form of (i) e-learning unit for a maximum of 30% ECTS in the semesters 1 to 3 and following case-by-case decision taken by the SC for students who have mandatory clinical internship to perform; (ii) optional animal course TU at semester 2; (iii) Massive Open Online Course for the TU "Communication on vaccines & public health" at semester 3; (iv) digital evaluation for pre-selection of Master LIVE applicants and for assessment of students in some TUs; (iv) a student e-portfolio.

**Scientific/non-scientific courses (transferable skills):** Of the 120 ECTS delivered for the Master, the four main scientific topics account for 69 ECTS (57.5%), distributed between Immunology & Immunopathology (27 ECTS), Infectiology & Epidemiology (21 ECTS) and Research & Clinical Vaccinology (21 ECTS). The transferable skills account for 24 ECTS (20%) including languages, animal practice, biostatistics, bioinformatics, project management and humanities, right & health policy related to Vaccinology. Finally, the professional internship accounts for 27 ECTS (22.5%) including bibliography report, practice, Master thesis and defence.

**Language/multilingualism and multiculturalism:** Language diversity in Europe is seen as an added-value of studies in Europe. Students will be able to use at least two European languages. Students have the opportunity to learn local languages by following the language courses for foreign students (for free or at budgeted cost) available at each Main Partner. Furthermore, Main Partners are normally able to offer different levels of language courses. Those language courses are part of the curriculum for at least 12 ECTS (10%), and are included in the 20% of ECTS dedicated to transferable skill courses. Each Main Partner is responsible for organizing its own language course. However, to facilitate the administration of the Master LIVE, and avoid any kind of discrimination, it is agreed that the official language of the Master LIVE is English, which is the scientific language worldwide. Applications, submissions, courses and seminars will be carried out in English. Examinations will be conducted in English. The Master LIVE Thesis must be submitted and defended in English.

### 5.2. Programme and procedure recognition and integration

The Parties have jointly defined and agreed on a study programme description, available in [Appendix 2](#), outlining admission and selection requirements, procedures, registration and mobility, core contents and curriculum structure, common learning outcomes and examination procedures.

The Programme and procedures as detailed in [Appendix 2](#) are approved by each Main Partner, in accordance with national and institutional procedures and regulations.

In particular,

- The joint admission and selection procedures and requirements, registration procedures, and fee policy are approved by each Main Partner;
- Each Main Partner recognizes the TUs contained within the programme description and the ECTS allocation;
- The grading scale of each TU is in accordance with national and institutional regulations at the institution responsible for the TU and is described in the programme description and in the LIVE Diploma Supplement;
- The periods of study and examinations passed at one university will be fully recognized by the other cooperating universities.

### 5.3. Participation cost policy

All students admitted to the LIVE programme shall be subject to participation costs. The Main Partners have determined the level of participation costs in accordance with national and institutional regulations and procedures, and after the EACEA acceptance, at 9000 € per year for selected students from Partner country and 4500 € per year for selected students from Programme country. The Coordinating Institution shall collect the participation costs and distribute the funds to each Main Partner following an agreed multi-annual budget distribution described in [Appendix 3](#).

Those funds will be used for the implementation of the LIVE Programme at the Main Partner level and shall cover the university fees of the Main Partners and the LIVE study costs, specific costs and some management costs, as described in [Appendix 3](#).

On the other hand, the students shall be financially responsible for: travel to and from the institutions they are attending during the length of the programme; books, stationery, etc; travel documentation, visas, etc; travel, accommodation and general living expenses; student's association membership fees; registration at courses/activities, not compulsory included in the programme study. The LIVE students are bound to the rules and regulations from the institutions at which (s)he is enrolled.

#### 5.4. Degree and Diploma

The title of the joint programme is named Master "Leading International Vaccinology Education" (LIVE) and this title shall be used on the joint diploma supplement by all universities when referring to the Master.

The final Master degree which will be awarded to successful students will be either a Joint, whenever possible, or multiple degrees ([Appendix 4](#)), from the institutions where the students have spent a period of study accounting for at least 30 ECTS, in accordance with the national laws. The Coordinating Institution will also award to each student a LIVE Diploma Supplement ([Appendix 5](#)) containing details about the whole educational pathway. Universities may also supply their own diploma supplement with their Master degree in accordance with the national laws.

#### 5.5. Appeal

Rights and duties of the students are described in the Student Agreement template ([Appendix 6](#)).

Appeals will only be considered if the appeal applicant believes there has been a failure in the admission procedure or that they have been discriminated.

All appeals should be made in writing by the appeal applicant and addressed to the LIVE Coordinator (defined in Article 6 §6.3 below), unless the appeal concerns the LIVE Coordinator, in that case the written appeal should be directed to the LIVE SC. If the appeal concerns local procedures applied at the Main Partner(s) site(s), then the appeal should be made in writing to both the Local Coordinator(s) concerned and the LIVE Coordinator.

The applied appeal procedure(s) will be that of the concerned institution(s) against which the appeal is directed. When the appeal is directed against a specific LIVE procedure, then the appeal is treated by the AMB.

Any appeal will be granted thorough consideration and will be addressed within 28 calendar days of receipt. Reasons should be given for any decision, in particular where an appeal does not produce the outcome sought by the appeal applicant.

The LIVE consortium is encouraged to acknowledge when an error has been made and to take steps to ensure that similar problems do not arise in future.

### **ARTICLE 6: Organizational structure of the LIVE programme, Main and associated Partner duties, quality scheme**

#### 6.1. Role and duties of Main partners

Main Partners are subject to the provisions, rules and regulations set up in

- this "Consortium Agreement" and all its appendices;
- "EMJMD LIVE application" in particular provisions stipulated in the award criteria 1-4 ([Appendix 2](#));
- "EMJMD LIVE Grant Agreement" in particular articles II.1.1 and II.1.2 and its annexes including "Administrative and Financial Handbook";
- the "European Commission Erasmus+ Programme Guide Version 2 (2018): 15/12/2017";
- the "Programme decision (EU) No 5652/20170817" on the adoption of the 2018 annual work programme for the implementation of "Erasmus+": The Union Programme for Education, Training, Youth and Sport.

In particular, **Main Partners** shall play a structural role in the LIVE governing bodies, they shall contribute directly and structurally to the implementation of the Master by – in particular - selecting and hosting eligible Master LIVE students and providing educational TUs, delivering diplomas, as well as general support for installation and obtaining visa in the country, as specified in study program ([Appendix 2](#)) and Student Agreement ([Appendix 6](#)).

Most specifically, as regards LIVE management, the following tasks are assigned to each Main Partner, as described in [Appendix 3](#):

- UCBL centrally manages Programme secretariat, the EMJMD LIVE online application system called "MyLIVE", grant distribution (recruitment of staff, payment of allowances, distribution of participation costs...), meeting organisation, blog & website structure, Associated Partner networking and business development;
- UAB-UB manages the selection process of applicants to the Master LIVE;
- UAntwerp manages the Quality Assurance (QA) process according to the QA scheme;
- UJM manages the Communication on the LIVE Programme (advertising, blog and website contents...).

#### 6.2. Role and Duties of Associated Partners

Separate agreements may be signed between Associated Partners and the Coordinating institution so as to precisely define their respective roles and responsibilities and the funding distribution to the Main Partners, according to the decision of the LIVE governing bodies.

The Contribution of the Associated Partners may be, but is not limited to, the following:

- support the study Programme in whatever means, including financial support;
- assist in the dissemination, promotion, implementation, evaluation and sustainable development of the Master Programme;
- provide in particular internship opportunities for the 4<sup>th</sup> semester and professional tutorship of the Master LIVE students in collaboration with the academic tutor.

In particular, third-world country Associated Partners may be asked to promote the Programme in their country in order to ensure the recruitment of third-country students in the Programme.

#### 6.3. Joint governing bodies

The following organisational levels will be installed:

- **LIVE Coordinator:** the UNIVERSITE LYON 1 CLAUDE BERNARD (UCBL) is the Coordinating Institution for the LIVE Programme. It is responsible for the general administrative and financial oversight of the Programme. UCBL representative is Christine DELPRAT, Professor of Immunology. LIVE Coordinator shall be the intermediary between the Partners and the EACEA. LIVE Coordinator shall endorse all responsibilities set out in the **Grant Agreement nr – XXX – EMJMD in particular article II.1.3 - and all its annexes**. LIVE Coordinator shall undertake and manage in particular the following activities:
  - Managing the Programme as set out in this Consortium Agreement and all appendices, in accordance with the objectives of the Programme as set out by the EACEA, and in close collaboration with the Partners;
  - Payment of grants to students and scholars involved in the Programme;
  - Collection of tuition fees and distribution to Parties according to the Programme rules;
  - Managing the Secretariat
  - Requesting for internal and external quality assurances via the Quality Assurance Committee;
  - Managing the business development for LIVE sustainability;
  - Officially reporting to the EACEA on the Programme activities and expenditures.
- **Secretariat:** the UNIVERSITE LYON 1 CLAUDE BERNARD (UCBL) is the secretariat for the LIVE Programme. The Secretariat is composed of one project assistant with the appropriate support from other departments of the UCBL. The Secretariat is in charge of:
  - assisting the LIVE Coordinator in its contact with the EACEA and with the LIVE Partners. The Main Partners will collaborate as needed;
  - the LIVE website maintenance, supported by the SC, especially the communication manager from UJM;
  - the development and maintenance of "MyLIVE", the EMJMD LIVE online application system, supported by developers from IT services of UCBL and by the SC, especially the selection managers from UAB-UB;
  - the communication with applicants to the Master LIVE, the checking of submitted MyLIVE applications with regard to eligibility criteria;

- the daily management of the Programme such as information, student cohort management, editions' calendars, coordination of common programme activities, redistribution of fees to Partner Universities, management of finances, etc. supported by administrative educational service of the Biology department and the financial service of UCBL;
- the collection and consolidation of the quality assessment questionnaires, and QA reporting elements, supported by the SC, especially the quality assurance manager from UAntwerp.

• **Steering Committee (SC):** is composed of one Local Coordinator from each of the five Main Partners. It is the **Executive Body** for what concerns the study Programme decisions, including budget aspects. It is responsible for:

- choosing the members of the Eligibility Committee, Selection Committee and Quality Assurance Committee;
- organizing the representation of Associated Partners in the Academic Management Board (AMB);
- ensuring the Secretariat of the AMB, advising the AMB and proposing items for the agenda of the AMB decisions, preparing reports and executing the AMB decisions.

SC members will meet at least twice a year, and arrange for regular teleconference to closely monitor the Programme implementation. It is chaired by the LIVE Coordinator who conveys, with the support of the secretariat, the SC meetings and prepares minutes. SC can invite external people to SC meetings, internal quality assurance committee (I-QAC) meetings and AMB meetings, to be enlightened on specific topics. SC organises the evolution of the AMB composition, each year in October. SC will send to each Associated Partner the listing of tasks to be realized by the AMB for the ongoing academic year, calling for applications to participate in the AMB as a representative for one category of Associated Partners; applicants to the AMB will send back their application to the LIVE Coordinator; the SC will vote in November to fix the composition of the AMB.

**Eligibility Committee (EliC):** EliC consists of the LIVE project Assistant, the two Selection Managers from UAB-UB, chairing EliC and a number of recruited administrative staff related to the number of submitted applications on MyLIVE, the online application system for the Master LIVE. EliC members meet physically or by teleconference in the 10 days following the deadline of MyLIVE application, to perform the online administrative eligibility of the submitted files, according to the guidelines of the EMJMD programme and of the legal rules of the Main Partner universities.

• **Academic and Management Board (AMB):**

AMB consists of:

- five members of the SC, who will each have one vote;
- five representatives of Associated Partners, one per category: BPC, Clin\_Res, HEI, Org, SMC as defined in §1, who will each have one vote;
- three representatives of the funding Associated Partners providing full grant for Master students not granted through the Erasmus+ grant scheme, who will have one vote; they are chosen by the SC and will turn as far as possible, to involve them in the AMB decision and programme orientation.
- one student representative elected by the LIVE students who will have no vote; each cohort of LIVE students elects a couple of holder / alternate students to represent the cohort. The oldest elected holder or the related alternate will represent the LIVE students at the AMB; the student representative will attend the meeting possibly by electronic means, exchange, advise, relay the student point of view, and report to the students of the two cohorts.

The LIVE Coordinator will chair the AMB meetings. AMB is the **decision-making body** with regard to the timely and effective management of all aspects of the Programme, including academic, scientific and administrative aspects such as: recruitment campaign and selection process; check the timely progress of the LIVE Programme (recruitment prospects, overview of mobility of the Master LIVE students, examinations success rates, budget...). For the selection process, AMB is completed with academic professors from the Main Partners to perform reviews and interviews of the eligible files. Then, the final jury of selection corresponds to the AMB without the student representative. AMB will meet physically at least once a year, while frequent interactions will be realized electronically.

• **Internal Quality Assurance Committee (I-QAC)**

I-QAC consists of five members:

- two student representatives, one per each cohort who will have no vote;

- two teaching unit heads (TUH), one per each semester: S1/S3 or S2/S4, who will each have one vote;

- the QA manager (QAM) from UAntwerp as chairman of the I-QAC, who will have one vote

The I-QAC meets each semester physically or by teleconference once the past-semester Quality Control results are available. The I-QAC is responsible for a continuous assessment of all processes in the LIVE programme (academic evaluation, resources, services, etc.) and for the publication of the quality control synthesis including proposed correction mechanisms, written by the TUH and/or Local Coordinators and available on the learning management system for all the LIVE students.

• **External Quality Assurance Committee (E-QAC):**

E-QAC consists of five members:

- two external peer-review experts chosen outside of the LIVE Partners: ideally one from academic and one from industrial world, who will each have one vote;
- one representative from the Main Partners not already present in the SC, who will have one vote and chair the E-QAC;
- one representative from the Associated Partners not already present in the AMB, who will have one vote;
- the student representative as defined for the AMB, who will have no voting right.

E-QAC is responsible for performing a quality monitoring of the Master Programme, and providing a report to the AMB for each Master intake once a year from 2018. Members of the E-QAC are appointed by the SC for three years (except the student).

#### 6.4. Decision-making procedure

Decisions shall be taken during meetings, video-conferences, or by mean of email consultation.

All members of the EliC, AMB, SC, I-QAC or E-QAC shall be consulted inside their board for expertise and/or vote decisions, when requested.

Decisions can either be taken during meetings, or electronically.

Due to the nature of the consultation means, all members shall submit their vote to the Coordinating Institution within seven (7) calendar days as from the request to vote. Failure to do so may result in an abstention.

Each AMB shall not deliberate and decide validly unless half of its members are present or represented (quorum). All five members from the Main Partners should always be present to take a valid vote at AMB.

If the quorum is not reached, the chairperson of the AMB shall organise a distant vote within 15 calendar days after the date of the failure to reach the quorum.

Each Member of a Consortium Body present or represented in the meeting shall have one vote.

Decisions shall be taken by a simple majority of the vote casts. In case of equality after two votes, the LIVE Coordinator (SC and AMB) or the chairman (E-QAC and E-QAC) shall have an extra vote to settle the discussion. Questions shall be submitted to vote during working days.

Any Party's representative shall take every precaution to ensure that his/her vote is in agreement with his/her collaborators, institution/ employer practices, and legal obligations.

In case a member who attends a consortium body meeting is not authorised by his/her institution to take a proposed decision on behalf of that institution, said member will ensure that (s)he refers such decision to the authorised representative for his or her institution at the earliest time possible and will inform the Coordinator of such referral.

A member who can demonstrate that a decision goes against its administrative procedures, or against the **Grant Agreement nr XXX - EMJMD** or which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a consortium body may exercise a *veto* with respect to the corresponding decision or relevant part of the decision. Its demonstration shall be supported by legal documents. In case of exercise of *veto*, the Parties shall make every effort to resolve the matter which occasioned the *veto* to the general satisfaction of all.

The Secretariat shall send the draft minutes to all members within 15 calendar days of the meeting. The minutes shall be considered as accepted if, within 15 calendar days from sending, no member has sent an objection in writing to the secretary with respect to the accuracy of the draft of the minutes.

The Secretariat shall send the accepted minutes to all the members of the AMB and to the Coordinating Institution to safeguard them.

## 6.5. Programme budget management

Financial coordination and management of the LIVE Programme will be done by the Coordinating Institution (UNIVERSITE LYON 1 CLAUDE BERNARD).

- The **monthly payments/allowances to the Master LIVE students** will be paid to the students by the Coordinating Institution based on the terms of the individual Student Agreements (**Appendix 6**) issued by the Coordinating Institution. The LIVE secretariat will be the unique contact point for the Master LIVE students in case of financial problems.
- The **EMJMD LIVE Lump Sum** is the grant from EACEA for the management of the LIVE Programme. This budget is received by the Coordinating Institution. The use and potential distribution of the Lump Sum will be decided annually by the SC, according to the specific tasks to be undertaken. Management costs for the invited scholars are equally shared between UAB-UB, UAntwerp and UJM-UCBL.
- The **participation costs** will be shared amongst Main Partners, following the terms and conditions indicated in **Appendix 3**, and following the signature of a financial agreement (subcontract) to be signed annually, between the Coordinating Institution and the Main Partner institutions, with respect to the start of each edition, and taking into account their involvement in the said programme edition. Amounts will be transferred from the Coordinating Institution to the Main Partner institutions for UJM and UAntwerp and to UAB for both UAB and UB, following a bi-lateral agreement received by the Coordinating Institution; UAB will receive the transfer and then will transfer the dedicated amount of UB to UB, based on signed financial agreement between the Coordinating Institution and the Main Partner institutions.
- Other **resources and external funding** distribution will be discussed and decided on a case-by-case basis by the AMB, depending on the nature and purpose of the contribution received, as described in **Appendix 3**.

## 6.6. Quality assurance scheme

The **I-QAC** organizes quality controls at each semester and publish the quality control synthesis including proposed correction mechanisms, written by the TUH and/or Local Coordinators and available on the learning management system for all the LIVE students. The **E-QAC** will provide one written report per LIVE student cohort containing recommendations for enhancing the quality of different aspects of the Programme, according to the Quality Assurance Scheme (**Appendix 7**).

This report will be assessed by the AMB and, when necessary, actions will be taken to answer the recommendations.

## ARTICLE 7: Other aspects

### 7.1. Intellectual Property Rights

Each Party acknowledges that nothing herein shall alter the ownership or control of any intellectual property right owned or controlled by any of the Main Partners or any of the Associated Partners.

All Information protected by any intellectual property right disclosed under this Consortium Agreement shall be and remain the property of the disclosing Party and nothing contained in this Consortium Agreement shall be construed as granting or conferring any rights to such legally protected Information on the other Party(ies). All Parties shall comply with all applicable national laws relative to intellectual property rights.

### 7.2. Non-disclosure of information

**7.2.1** All information in whatever form or mode of communication, which is disclosed by a Main Partner or the Associated Partner (the “Disclosing Party”) to any other Main Partner or the Associated Partner (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

**7.2.2** The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;

- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis;
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

**7.2.3** The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

**7.2.4** The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the Grant Agreement has foreseen that the Confidential Information shall not be kept confidential;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient as non-confidential prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

**7.2.5** The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

**7.2.6** Each Recipient shall promptly advise the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

**7.2.7** If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

### 7.3. Reports

Parties commit to provide the Coordinator with any information and documents required for the preparation of reports, in particular the progress reports to the EACEA, completed with copies of all the necessary supporting documents and signed by the legal representative, according to the schedule fixed by the Coordinating Institution.

Parties also commit to immediately inform the Coordinator of any problem that may compromise the normal implementation of the Programme.

### 7.4. Liability

Each Party shall be solely liable for any loss incurred by, or damage or injury to, third Partners, resulting from its own actions in the execution of this Consortium Agreement.

Each Party shall be fully responsible for the performance of any part of its share of the Programme.

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.

A Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project as identified in the financial agreement (**Appendix 3**) provided such damage was not caused by a wilful act or gross negligence.

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement.

Subject to the provisions of this Section, the general provisions of Belgian law governing liability (including both contractual and non-contractual liability) shall apply to any claim between the Parties for loss or damage caused by a Party, its employees, agents and/or Subcontractors and arising in connection with the Project and/or each Party's rights and obligations under this Consortium Agreement.

For any administrative aspect concerning the LIVE Programme not governed by this Consortium Agreement, the SC is in charge of deciding how to proceed, including forwarding the issue to the vote of the AMB.

### 7.5. Applicable law and Competent Court

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

The settlement of any difference or conflict arising from or in connection with this Consortium Agreement shall be attempted by an amicable effort from the Parties. Only the Courts of Brussels are competent to decide on the disputes which remain unresolved.

### 7.6. Leaving the consortium

Should a Main Partner or an Associated Partner want to leave the Consortium before the end of the **Grant Agreement nr XXX - EMJMD**, this Party shall discuss this with the Consortium and shall follow the rules set out in the **Grant Agreement nr XXX - EMJMD**. If discussions are unsuccessful, the leaving Party shall give a 6-month written notice to the other Parties.

All procedures and duties as described in the applicable Administrative & Financial Handbook from EACEA will be respected.

Any change in the composition of the consortium requires an official amendment of the **Grant Agreement nr XXX - EMJMD** and the Specific Grant Agreement, subject to approval of EACEA.

### 7.7 Entry into force, duration and amendment

The present Consortium Agreement shall enter into force after its signature by all Partners, but shall have a retroactive effect from 1<sup>st</sup> September 2018. It shall remain in full force and effect as long as the **Grant Agreement nr XXX - EMJMD** is active.

All changes and modifications shall be made in writing, through the signature of specific amendment, which shall be signed by the duly authorized representatives of each Party.

### 7.8 Force majeure

"Force majeure" means any unforeseeable and exceptional event affecting performance of the Consortium Agreement, which is outside the control of the Parties, and which cannot be avoided in spite of the efforts which the Parties may reasonably make.

No Party shall be liable for total or partial failure to comply with its obligations if such is caused by an event of force majeure.

The Party invoking an event of force majeure shall inform the other Parties thereof within seven (7) days of the occurrence of said event. The Coordinator or the promptest Party shall then inform the funding authority as soon as reasonably possible.

### 7.9 Intuitu personae

The Consortium Agreement is concluded and executed *intuitu personae*. Consequently, no Party is authorized to assign any or all of its rights and obligations hereunder to any other third party without prior and written agreement of the other Parties and of the funding authority.

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

## 7.10 Miscellaneous

The failure on the part of any Party to this Consortium Agreement to exercise or enforce any such right conferred upon it under this Consortium Agreement shall not be deemed to be a waiver of any right or operate to bar the enforcement thereof at any time or time thereafter.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

## 7.11 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

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Appendices to the Consortium Agreement:

The following appendices are part of the present Consortium Agreement:

1. **Appendix 1 – Grant Agreement nr XXX** - EMJMD provided by EACEA for the application EMJMD LIVE Project Number – **XXX**-JMD-MOB, and all its annexes.
2. **Appendix 2 – EMJMD LIVE study program: teaching units**
3. **Appendix 3 – Budget** table is the budget of the LIVE project
4. **Appendix 4 – Diplomas**: existing National Diploma Master Degrees and draft for the future LIVE Joint Diploma
5. **Appendix 5 – EMJMD LIVE Diploma Supplement**
6. **Appendix 6 – Student Agreement** is the Annex7 of the LIVE project
7. **Appendix 7 – Quality Assurance Scheme**
8. **Appendix 8 – Financial Identification form and Financial Annex** for funding distribution

### Signatures of the Main Partners

For the Institution mentioned hereinafter, I certify that (i) I have read the EMJMD LIVE Consortium Agreement and Appendices, (ii) I accept their terms and conditions, (iii) my name and functions are appropriately identified. Consequently, I date, put the stamp of my institution and sign.

Authorised to sign for the Consortium Agreement of the LIVE Programme, as Main Partner and Coordinating Institution for the EMJMD LIVE:

Name of legal entity of the Main Partner of the Consortium of the LIVE Programme:

Name of the legally authorised Representative:

Function of legally authorised Representative:

Signature of legally authorised representative:

**Date and Stamp:**

### Signatures of the Associated Partners

By signing below as an Associated Partner, I, accept to sign only as a witness. In no event, the Associated Partner shall be bound by any terms and conditions of the Consortium and/or the Grant Agreement as executed between the Main Partners

Name of legal entity of the Associated Partner of the Consortium of the LIVE Programme

Name of the legally authorised Representative

Function of legally authorised Representative

Signature of legally authorised representative

**Date and Stamp:**