

## Cooperation agreement European Master programme in System Dynamics

- Radboud University Nijmegen, represented by the President,  
Ir. R. J. De Wijkerslooth
- University of Bergen, represented by the Rector,  
Prof. Sigmund Grønmo
- University of Palermo, represented by the Rector,  
Prof. Roberto Lagalla
- New University of Lisbon, represented by the Rector,  
Prof. Dr. António Manuel Bensabat Rendas

hereinafter mentioned: the Partner(s)

### Concerning the management of the joint European Master programme in System Dynamics

#### Preamble

Whereas, within the framework of the Erasmus Mundus programme, the Contractor - Radboud University Nijmegen<sup>1</sup> - has concluded an agreement with the European Commission (hereinafter referred to as Commission) for the Project Erasmus Master Course European Master in System Dynamics (hereinafter referred to as Project). The Framework Grant Agreement (hereinafter called the Grant Agreement) and the respective Grant Agreements shall form an integral part of the present Contract. The Contractor and the Partners shall be bound by the terms and conditions of the Grant Agreement signed between the Contractor and the Commission in August 2009. Copies of the Framework Grant Agreement and the respective Specific Grant Agreements are included in Annex 1 of the present contract. Annex 2 of the present Contract gives the details of the study programme and admission and selection procedure. Annex 3 contains the List of Partners, whereas Annex 4 contains the Financial Agreement.

The Contractor and the Partners shall be bound by the terms and conditions of any further amendments to the Grant Agreement in accordance with the procedure set out in the Grant Agreement. The Contractor and the Partners have agreed to define their rights and obligations. Therefore, the following is hereby agreed between the Partners.

## **I. Purpose and Scope of the Agreement**

This agreement is made between

- • Radboud University Nijmegen, Comeniuslaan 4, 6525 HK Nijmegen, the Netherlands
- • the University of Bergen, Muséplass 1, 5020 Bergen, Norway
- • the University of Palermo, Piazza Marina 61, 90133 Palermo, Italy
- • New University of Lisbon, Campus de Campolide, 1099-085 Lisboa, Portugal

Within these universities the involved and responsible units are

- • Nijmegen School of Management, Radboud University Nijmegen
- • Department of Geography, University of Bergen
- • Faculty of Political Sciences, University of Palermo
- • Faculty of Science and Technology, New University of Lisbon

The purpose of this agreement is to record the decisions and the involvement of the cooperating universities to run a joint European Master in System Dynamics (hereinafter referred to as EMSD), and to outline the principles and terms of their cooperation. All cooperating universities are accredited to offer master's programmes, according to their respective national legislation.

This agreement will be implemented if adequate funding is provided from Erasmus Mundus within the legal requirements at each cooperating university. The provisions of this agreement shall not be construed so as to diminish the fully autonomous position of any of the institutions.

## **II. Obligations of the Partners**

The Partners shall perform and complete their share of the programme under the present Contract in accordance with the requirements of the Framework Agreement and the Specific Grant Agreements (Annex 1). The Partners shall provide the personnel, facilities, equipment and material necessary to be able to perform and complete their share of the work under this Contract.

The Partners shall carry out the work in such a way that no act or omission in relation thereto shall constitute, cause, or contribute to any breach or non-compliance by any Partner of any of their respective obligations under the Grant Agreement. Each Partner shall impose the same contractual conditions on any third parties that the Partner engages in the Project for the undertaking of the work.

## **III. Structure and organisation of the cooperation**

1. The educational programme has been developed and organized by professors of the participating universities. Each partner has appointed a local coordinator for the joint programme. The cooperating universities formed a Steering Group for the joint Master programme, consisting of:

- • Prof. J. Vennix – Radboud University Nijmegen
- • Prof. P. Davidsen – University of Bergen
- • Prof. C. Bianchi – University of Palermo
- • Prof. P. Antunes – New University of Lisbon
- • Student representatives
- • Consortium Co-ordinator

The Steering Group will discuss all major academic and administrative issues regarding the joint Master programme, including changes in the programme description (curriculum). These will be subject to final approval by the cooperating universities. Decisions are taken on the basis of unanimity. The Coordinator and student representatives have an advisory role only.

2. Selection Committee.

The Selection Committee consists of

- • Prof. J. Vennix – Radboud University Nijmegen
- • Prof. P. Davidsen – University of Bergen
- • Prof. C. Bianchi – University of Palermo
- • Prof. P. Antunes – New University of Lisbon

The Selection Committee selects the candidates from the applicants. The Selection committee is assisted by the Consortium Co-ordinator.

3. The coordinating institution is Radboud University Nijmegen. The Coordinating institution functions as the steering group's secretariat, and has the responsibility for the administrative matters in accordance with this agreement and the programme description (curriculum) agreed upon, as far as the role of coordinator is concerned.

4. All cooperating universities will ensure the academic and administrative capacity necessary to execute this agreement at their own institutions. The cooperating universities must at any time give full support to the coordinating institution, with regard to administrative matters related to the role of the coordinator.

#### IV. Programme structure

1. The joint Master programme is named European Master programme in System Dynamics, and will be offered as a full time study programme of 120 ECTS credits. The nominal length of study is two years (or 24 months). The joint study programme is approved by all the institutions involved according to local regulations. However, the study programme and degree will be bound by the legal framework of the

cooperating universities and the rights of students will be secured within this framework.

2. The aim of the programme is to give the students a deeper insight into model based analysis, planning and policy design in complex dynamic domains, to enable them to apply knowledge and understanding about system dynamics and to learn and use organizational interventions with system dynamics, and to reach the learning outcomes set forth in the programme description in Annex 2. The cooperating universities have jointly decided upon the skills, knowledge and competencies which the graduates of the EMSD programme are expected to possess upon the completion of the programme. The cooperating universities have agreed on a programme description (curriculum) for the EMSD programme, outlining common objectives, admission requirements, admission procedures, core contents, curriculum and structure for the programme. The programme description must be approved by each university, in accordance with national and institutional procedures and regulations. Each module has its own curriculum which specifies learning outcomes in alignment with teaching and assessment methods used. Each module is described in the EMSD Course Syllabus.
3. The language of the EMSD programme is English. The courses and seminars will be carried out in English. Examinations will be conducted in English. The master's thesis must be submitted in English.
4. To the extent that it is possible, the cooperating universities will give the EMSD programme students the opportunity to attend introductory courses in the national language and culture.
5. The grading scale for each module is in accordance with national and institutional regulations at the institution responsible for the module, and is described in the programme description (curriculum). The national grades will be translated into the indicative ECTS system. The students receive their grades in both the national systems and in the ECTS format. The Diploma Supplement will also contain the grades of the passed modules both in a national system and according to the ECTS grading scale.
6. The periods of study and examinations passed at one university will be fully recognized by the other cooperating universities.
7. Student mobility is an essential and integrated part of the EMSD programme. Students are expected to follow courses at at least three of the cooperating universities. The amount of taught ECTS credits which may be attained at one cooperating university as part of the EMSD programme is 30 credits, plus 30 credits for the thesis, depending on the location where the thesis is supervised. Radboud University Nijmegen co-supervises all theses as a prerequisite to issue a degree.

8. Teacher mobility is an essential part of the EMSD programme. To the extent that available funding allows, teachers from the cooperating universities, as well as visiting scholars from other institutions, will travel to teach the EMSD students.

#### V. Degree and diploma

1. The official denomination of the joint programme is "European Master System Dynamics", respectively considered in each university as follows:

University	Name of degree in original language	Name of degree in English
Radboud University Nijmegen	Master of Science Bedrijfskunde (60 ECTS)	Master of Science Business Administration (120 ECTS)
University of Bergen	Not applicable	Master Phil in System Dynamics (120 ECTS)
New University of Lisbon	Mestre em Dinâmica de Sistemas (120 ECTS)	Master of Science in System Dynamics (120 ECTS)
University of Palermo	Modelli di System Dynamics per lo sviluppo sostenibile dei sistemi aziendali (120 ECTS)	Master Phil in System Dynamics (120 ECTS)

2. Provided that the students have successfully fulfilled the programme's requirements, they will receive a combination of the degrees listed above, depending on the study itinerary. The student will only receive a degree from the universities that he/she attended. In addition, Radboud University Nijmegen co-supervises the thesis.

Alternative 1	Alternative 2
Bergen → Palermo → Nijmegen → thesis	Bergen → Lisbon → Nijmegen → thesis
Joint degree Bergen / Palermo Degree Radboud University Nijmegen	Degree University of Bergen Degree Lisbon University Degree Radboud University Nijmegen

#### Joint degree

The partners strive after issuing a joint degree through one joint diploma and one diploma supplement.

3. The content and the layout of the diploma(s) and the Diploma Supplement(s) should be agreed upon at least one semester before the first cohort of students are expected to complete the programme.

#### VI. Student application, admission, registration and attendance

1. The number of students to be admitted in each cohort is to be negotiated annually between the participating institutions in accordance with local capacity and regulations.
2. The cooperating institutions will develop a recruitment plan for the programme.
3. Admission to the programme will be based upon a decision of the examination boards<sup>2</sup> of the participating institutions, in accordance with the admission requirements) and as agreed upon by the steering group. The steering group members ensure their selection is in line with requirements of the respective Examination Boards.
4. In the case of appeals of an individual admission decision, the candidate addresses the appeal to the Selection Committee of the Consortium.
5. Tuition fee policy, including height of the programme fee, distribution of the fees and waiving (when applicable) is decided annually. ✓
6. Each student admitted to the programme is enrolled at the university where actual courses are taken, and from which they receive a diploma. In addition the student has to be enrolled at Radboud University at the time the degree is issued.
7. Students will normally be subject to the regulations and procedures of the institution at which they follow courses and sit for examinations in a given semester. Each cooperating university will develop appropriate and adequate information material for the incoming students. They will be provided with the same academic resources and support services that are available to all students at that institution.
8. The appeals policy and procedures in matters relating to modules, assessment and practical matters at each individual institution are subject to national and institutional regulations at the institution responsible for the module.

#### VII. Tuition fees and student's financial responsibility

1. All students admitted to the joint master's programme will be subject to fees as follows:
    - a. The cooperating institutions will determine the level of fees, in accordance with national and institutional regulations and procedures. The coordinating institution
- 

will collect the fees and distribute the funds to each eligible institution as the group has determined, where applicable.

- b. There will be a fee difference between students from Europe (EU-, EFTA countries and Switzerland) and students from third countries.
  - c. Radboud University Nijmegen is bound to a legally fixed fee for students from Europe (EU-, EFTA countries and Switzerland) and charges annual tuition fees.
  - d. The University of Bergen at the date of signing the Cooperation Agreement, does not charge tuition fees, only a compulsory fee to cover the membership fee in the Student Welfare Organisation, as well as other administrative fees when applicable. The students pay this fee directly to the University of Bergen at the start of the programme.
  - e. New University of Lisbon charges annual student fees.
  - f. The University of Palermo charges annual student fees.
  - g. All partners will inform the Steering Group and the Co-ordinator timely about changes relating to their tuition fee policy.
2. Students will be financially responsible for:
- a. Travel to and from the institutions they are attending during the length of the programme.
  - b. Accommodation, and living expenses.
  - c. Travel documentation, visas, etc.
  - d. International insurance coverage relevant to their stay in a given country.
  - e. Books, stationery, etc.
  - f. Student Association/General Services Charges
  - g. Payment of participation costs (including insurance costs) to the consortium.

#### VIII . Quality assurance

1. The cooperating universities have agreed upon a plan in order to maintain and enhance the quality assurance of the EMSD programme. This plan is in accordance with the minimum standards of quality assurance of all the cooperating universities. The plan is described below.

##### 1a) Quality Assurance by Internal supervision

The Steering Group is responsible for all matters concerning the academic and operational aspects of the European Master programme in System Dynamics and stands for the quality assurance of the programme. After each course, the students will

be asked to evaluate the course and the teacher. In addition, the students will evaluate each semester, as well as the whole programme at the end. During each meeting of the Steering Group, the most recent evaluation results are discussed, and immediate or long term changes in the programme will be considered. The results will also be used as input in the steering group's annual report of the master's programme.

The Examination Boards<sup>3</sup> of the participating institutions are responsible for the programme and have the casting vote with respect to the admission of students to the programme. In addition, the tasks of the Examination boards are: to monitor compliance with the Teaching and Examination Regulations (from the respective institutions), handling all written requests from students concerning exemptions, extra examination possibilities, alternative means of testing, and complaints about tests and test results. The steering group coordinates.

*1a) Quality Advisory Board*

A Quality Advisory Board, composed of academics and representatives from corporate world from the participating countries, will be installed to advise about the substance, the learning outcomes and quality of the teaching programme.

*1b) Quality Assurance by External supervision*

For each partner university issuing a degree for this programme, the degree programme will be subject to the national systems for quality assurance in Higher Education.

## **IX. Record Keeping and Reporting**

The Partners shall be bound by the Framework and Specific Grant Agreements (Annex 1).

Each Partner is responsible of his own project and student administration. The Partners agree to supply to the Consortium-coordinator all the information that the latter finds necessary to ask for concerning the implementation of the present Contract.

Each Partner shall promptly inform the Consortium-coordinator of any delay in the performance of the activities undertaken by that Partner under the present Contract.

Upon request the Partners shall make available any documentation on Project finance and activities required by the Commission.

## **X. Schedule of Payment**

The Consortium-coordinator will forward each Partner the agreed tuition fees and share of the flat rate as agreed annually by the Steering Group.

## **XI. Banking Details**

The share of tuition fees as agreed for every cohort, as well as the agreed share of the Erasmus Mundus flat rate, shall be paid into the Partners institutional account. The Co-ordinator acquires the banking details.

## **XII. Ownership of the results**

Unless agreed otherwise in writing, the Programme Materials and any Intellectual Property rights in them, whether in existence at the date of this Agreement or created during the course of it, shall belong to the partner that created them.

Without prejudice to the above, the Partners grant the Commission and the Education, Audiovisual and Culture Executive Agency the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

If a partner becomes aware of any potential infringement of any other partner's name, logo or Intellectual Property rights (including Intellectual Property rights in the Programme Materials), or becomes aware of any allegation that the Programme Materials infringe the rights of a third party, the partner concerned shall be immediately informed.

Any IPR issues in relation to internships or thesis writing shall be dealt with in individual agreements between the University, the internship or thesis supervising organisation, and the student, prior to the start of the internship or thesis writing activity.

## **XIII. Damages for non-performance**

If the present Contract is terminated for the reason that the Partner fails to perform its obligations under the present Contract, the rights and licenses granted to the Partner pursuant to this Contract shall cease immediately, and the Partner shall forfeit the right to reimbursement for obligations performed.

Furthermore, if the Contract is terminated by the Consortium-coordinator due to non-performance of obligations by the Partner, the Partner shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the Partners breach of responsibilities and to assign the tasks of the Partner as specified in the present Contract to one or several parties.

## **XIV. Liability**

The Partner shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Partner or of the Partners employees or of third parties resulting directly or indirectly from performance of the work under the present Contract.

Each Partner shall indemnify the other Partners against any claim made against or liability incurred by the Partners in respect of any infringement by the Partner of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Partner to the other Partners pursuant to the present Contract.

#### **XV. Confidentiality**

The Partners must treat as confidential and must use all reasonable effort to ensure that they do not disclose to any person any information of technical, commercial or financial nature or otherwise relating in any matter to the execution of the Project, except in the circumstances detailed in the following paragraph below.

The above clause relating to confidentiality shall remain in force for a period of five years after the completion of work under the Grant Agreement but shall not in any case be deemed to extend to any information which the receiving party can show:

- + was at the time of receipt published or otherwise generally available to the public;
- + has after receipt by the receiving party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving party;
- + was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure;
- + was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party;
- + was developed independently of the work under the Grant Agreement by the receiving party.

The above clause relating to confidentiality shall not be deemed to extend to academic publications and public presentations provided that information beyond the general framework of the project deliverables and the characterization of single test items is not disclosed. However, the Consortium-coordinator shall be notified of any intention on the part of each Partner to produce such publications and make such presentations.

#### **XVI. Renewal, termination and amendment**

1. This agreement will be in force for a period of 5 years, starting from the academic year 2011 - 2012, provided that the programme description (curriculum) has been duly approved by the respective institutions. The agreement may be extended by mutual consent of the parties.

2. Changes and amendments, at the time of renewal or while the agreement is in effect, to this agreement must be in writing and approved by all cooperating universities.
3. In case of a dispute that cannot be solved amicably among the cooperating universities, the universities have the right to terminate the agreement by giving 6 months written notice to the coordinating institution .
4. If all the cooperating institutions should agree to terminate the joint study programme, all the cooperating institutions are obliged to make arrangements for all students who have commenced their studies to complete their courses of study and the programme in a satisfactory way.

**XVII. Settlement of Disputes and Applicable Law**

If there is a dispute or difference between the parties arising out of or in connection with the present Agreement or out of activities undertaken under the present Agreement, including disputes regarding quality, the parties shall first endeavour to settle it amicably.

Where a dispute cannot be settled amicably, the Court of Arnhem (the Netherlands) shall have exclusive jurisdiction over any dispute.

This Agreement is governed by the laws of the Netherlands.



**Cooperation agreement European Master programme in System  
Dynamics**

New University of Lisbon

Lisboa , 19/04/2012  
Place Date

  
Signature

Rector  
New University of Lisbon

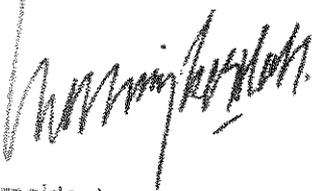
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Signatures  
Cooperation agreement European Master programme in System  
Dynamics

Radboud University Nijmegen

Nijmegen, \_\_\_\_\_  
Place Date

Signature,



President,  
Radboud University

ir. R.J. de Wijkerslooth



Cooperation agreement European Master programme in System  
Dynamics

University of Bergen

BERGEN , 16/08/12  
Place Date



Signature.

Rector  
University of Bergen

**Cooperation agreement European Master programme in System  
Dynamics**

**University of Palermo**

PALERMO     14 FEB 2012  
Place     Date



[Handwritten Signature]  
Signature.

Rector  
University of Palermo