

## Consortium Agreement

### Erasmus Mundus Joint Master Degree Program in Space Science and Technology – SpaceMaster

Grant Agreement 2015-1930 /001 /001  
Project number 159619-EPP-1-2015-SE-EPPKA1-EPQR

**Luleå University of Technology**, Coordinating Institution of the Consortium  
Universitetsområdet, SE-971 87 Luleå, Sweden  
represented by Professor Johan Sterte, Vice-Chancellor

of the one part,

**Aalto University**  
PO Box 11000, Otakaari 1, FI-00076 Aalto, Finland  
represented by Professor Eero Eloranta, Vice President

**Cranfield University**  
Bedfordshire MK43 0AL Cranfield, UK  
represented by Professor Sir Peter Gregson, Vice-Chancellor

**Czech Technical University in Prague**  
Technicka 2, CZ-166 27 Prague, Czech Republic  
represented by Professor Ing. Petr Konvalinka, CSc., Rector FEE CTU Prague

**The University of Tokyo, Graduate School of Science**  
7-3-1, Hongo, Bunkyo-ku, JP-113-0033 Tokyo, Japan  
represented by Professor Hiroo Fukuda, Dean

**Université Toulouse III - Paul Sabatier**  
118 route de Narbonne, 31062 Toulouse Cedex 9, France  
represented by Professor Jean-Pierre Vinel, President

hereinafter recognized as **partner institutions** of the Consortium (the “**Partners**”) as **the second part**

have agreed to the following terms and conditions, including those in the annexes which form an integral part of this Consortium Agreement.

## **Article 1 – Objective of the present Consortium Agreement**

§1. The Coordinating Institution and the Partners shall contribute to the achievement of the requirements of the Grant Agreement in accordance with the present Consortium agreement.

## **Article 2 – Entry into force and duration**

§1. The EMJMD Program in Space Science and Technology – SpaceMaster comes into force in 2015 and will be offered by the Consortium during 3 biennial periods (2015-2017, 2016-2018, 2017-2019).

§2. This Consortium Agreement shall enter into force after it is signed by all Partners. The Consortium Agreement shall have a retrospective effect from the date of the decision to accept the Education, Audiovisual and Culture Executive Agency (EACEA) offer of agreement. It shall be valid until 2019-09-30, or as long as the Grant Agreement is active. It shall be renewable and modifiable by mutual agreement of the parts. All changes and modifications shall be complete in writing and be signed by the authorized representatives of each Partner and the Coordinating Institution.

§3. Should a Partner want to leave the Consortium before the end of the Grant Agreement, this Partner shall discuss this with the Consortium and shall follow the rules stipulated in the Grant Agreement). This will not apply if the Partner in question should leave by reason of force majeure.

## **Article 3 – Scope and definitions**

§1. Luleå University of Technology is the Coordinating Institution of the Consortium who has agreed to organize the Erasmus Mundus Joint Master Degree Program (EMJMD) in Space Science and Technology – SpaceMaster. The EMJMD Program in Space Science and Technology – SpaceMaster is approved and funded by the Education, Audiovisual and Culture Executive Agency (EACEA) of the Commission of the European Communities under the Erasmus+ framework program.

§2. The activities to be developed by the Consortium are fully described in the Grant Agreement and the original proposal. Each Partner and Coordinating Institution has approved its relative contribution for the realization of the described activities in compliance with the Erasmus+ program rules and policies. Any divergence from this Proposal must be approved by all Partners and, if necessary, must be validated by the EACEA.

§3. All the responsibilities related to the management of the grant allocated to the Consortium by the European Commission are formalized through the Grant Agreement between the EACEA and the Coordinating Institution. Specific agreements for activities within the Actions of the Erasmus + program shall be further communicated to the Partners by the Coordinating Institution and shall be appended to this Grant Agreement.

## Article 4 – Consortium objectives and structure

§1. The Erasmus Mundus Joint Master Degree Program in Space Science and Technology – SpaceMaster is an integrated Master Program designed by seven Partners:

- Luleå University of Technology, Sweden
- Aalto University School of Electrical Engineering, Finland
- Cranfield University, UK
- Czech Technical University in Prague, Czech Republic
- Julius-Maximilians Universität Würzburg, Germany
- The University of Tokyo, Graduate School of Science, Japan
- Université Toulouse III - Paul Sabatier, France

The Program is supported by six Associate Partners:

- EISCAT (European Incoherent Scatter) Scientific Association
- ESC Aerospace
- Honeywell Aerospace CZ
- Swedish Institute of Space Physics
- Swedish Space Corporation
- Utah State University

§2. The objective of the Program is to combine the large diversity of university expertise in space science and technology into a common platform of competence within the guidelines of the Bologna process. The educational cooperation is supported by the scientific and industrial Associated Partners. It contributes towards European identity, cohesion and security, as well as brings young people into scientific and technical education.

§3. The Program duration is two academic years and it carries 120 ECTS. The first year of the Program has common modules for all students. The first semester takes place at JMUW, Würzburg. The second semester takes place at LTU, Kiruna Space Campus. During the third semester the students are distributed among the six European universities. The students do a Master thesis project during the fourth semester at Partner universities, Associate Partners as well as other industrial and research organizations relevant to the Program scope.

§4. A student who fulfils the requirements for the Master Degree is eligible for the Master diplomas. Each university confers a Master Diploma based on national legislation and institutional rules. Combinations of double degrees the student may receive are outlined in the Table 1.

Table 1. Degrees awarded.

	Name of the degree awarding university	Degree Awarding university*	Name of the Erasmus Mundus Degree awarded in English**
A	Aalto	A+E	Master of Science in Technology

B	CTU	B+E	Master of Science Electrical Engineering and Informatics – Control Engineering
C	CU	C+E	Master of Science in Astronautics and Space Engineering (SpaceMaster)
D	JMUW	D+E	Master of Science (MSc)
E	LTU	E+A, E+B, E+C, E+D, E+F	Master of Science with a Major in Space Technology
F	UPS	F+E	Master of Science of the Universe and Space Technology.
<p>*Possible combinations of degrees the students may receive at the end of their studies (e.g. E+A, E+C, etc.)</p> <p>**The degrees are recognised for the time being until further notice.</p>			

§5. The Consortium has Steering Committee, Administrative group, Admission Board and External Advisory Board. Functions and responsibilities of the respective bodies are outlined in the EMMC Proposal.

§6. The Program is open for students and scholars from Program and Partner countries. The student and scholars categories are defined in the Grant Agreement and Erasmus + Project Handbook issued by the Education, Audiovisual and Culture Executive Agency (EACEA).

### Article 5 – Responsibilities of the Coordinating Institution

§1. The Coordinating Institution shall manage the administrative, legal and financial matters of the SpaceMaster Consortium towards the Education, Audiovisual and Culture Executive Agency (EACEA). The Coordinating Institution is responsible for all contacts with the EACEA.

§2. The Coordinating Institution shall inform the Partners about the decisions undertaken by the EACEA and send copies of the Agreements signed with the EACEA together with annexes and any other official documents relevant to the Program.

§3. The Coordinating Institution shall comply with all provisions outlined in the Grant Agreement towards the EACEA. The Coordination Institution will provide EACEA with all the required reports on the Program evolution and its financial management, according to the Grant Agreement.

§4. The Coordinating Institution shall undertake the steps necessary to perform and correctly manage the Program according to the objectives and directions outlined in the EMMC Proposal and the Quality Review Report and approved by the EACEA.

§5. The Coordinating Institution shall communicate to the Partners any information or documents required for the management of the Program.

§6. Program Coordinator is the representative of the Coordinating Institution.

§7. The Coordinating Institution shall manage in particular the following activities:

- general coordination of the Program in collaboration with the Partners;
- coordination of the decision taking procedure in collaboration with the Partners;
- creation of tools shared between the Partners (web site, forms, guidelines, etc) in collaboration with the Partners;
- payment of the EMJMD scholarship to students and scholars involved in the Program;
- collection of participation costs and distribution to Partner institutions;
- payment of invoices resulting from Program general activities when the costs are eligible under the Coordinating Institution criteria, and fitting with the current budgeting of the Consortium allocation;
- organization of selection and admission of students and scholars in collaboration with Partners;
- coordination of insurance for enrolled students with the EMJMD scholarships;
- coordination of student re-distribution for the second year including academic documents from the Coordinating Institution for student registration at each Partner respectively;
- assistance with immigration service, transportation, banking and health facilities during semesters 2 and 3;
- complementary proposals and application within the Program if applicable;
- elaboration of the administrative and financial reports in collaboration with Partners to the EACEA.

§8. The Coordinating Institution cooperates with the Associate Partners.

### **Article 6 – Responsibilities of the Partners**

§1. The Partners are subject to the regulations set up in the Grant Agreement Each partner 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 the Coordinating Institution or by other Partners of any of their respective obligations under the Grant Agreement.

§2. The Partners shall undertake the steps necessary to perform and correctly manage the Program according to the objectives and directions outlined in the EMMC proposal approved by the EACEA.

§3. The Partners shall communicate to the Coordinating Institution any information or documents required for management and realization of the Program. The Partners shall provide in time the Program Coordinator with the information necessary to prepare the reports required by EACEA. The Partners shall be aware that the payments of the scholarships and funds allocated to each Partner

are subjected to the timely submission of the financial reports by the Partners to the Coordinating Institution, then by the Coordinating Institution to the EACEA.

**Notification.** Maximum amount and form of the grant is determined by the Grant Agreement

§4. When submitting invoices resulting from activities as in Article 5 §8 to the Coordinating Institution, the Partners shall meet the financial and administrative requirements of the latter.

§5. Each Partner shall organize and realize the Program activities in its own institution, and specifically:

- management of the funds distributed by the Coordinating Institution;
- assistance with immigration service, transportation, bank and health facilities;
- assistance with the accommodation and student service;
- assistance with student registration and enrollment.

§6. Each Partner shall nominate representatives to the Steering Committee, the Administrative Service and the Admission Board of the Program.

§7. Each Partner shall participate in the following procedures:

- promotion and advertising of the Program;
- regular meetings of the Steering Committee and Admission Board;
- selection and admission of students and scholars in collaboration with the Coordinating Institution and other Partners;
- elaboration of the administrative reports in collaboration with the Coordinating Institution;
- creation of tools shared between the Partners (web site, forms, guidelines, etc) in collaboration with the Coordinating Institution and other Partners;
- cooperation with the Associated Partners.

§8. The Partners should notify any delay in performance or any event that may impact on the Program to the Coordinating Institution.

## Article 7 – Decision taking

§1. The Consortium shall adopt decisions regarding:

- management of the Program;
- financial management of Consortium funds (payments, reports);
- communication tools (documents for promotion and presentation, web site);
- selection of the students and scholars;
- addition of new items to the Program;
- suggestions for changes to the EMMC Proposal to be agreed by the EACEA.

§2. Decisions shall be taken during meetings, video-conferences, tele-conferences, by mean of e-mail. All Partners and the Coordinating Institution shall be consulted.

§3. Due to the remote nature of the consultation all Partners shall acknowledge receipt of any question submitted to them by the Coordinating Institution within one calendar week. Should a Partner representative fail to respond within one calendar week, the Coordinating Institution shall send reminder. Should the Coordinating Institution fail to contact the Partner representative the decision will be taken by at least four Partners including the Coordinating Institution. The Partners shall commit themselves to not blocking a decision by deliberately not acknowledging receipt. Questions shall not be submitted during legal holidays in the respective countries.

§4. Decisions regarding the activities of one Partner in particular shall not be taken in its absence.

§5. Since a decision binds the Partner's institution the Partner representatives shall ensure that his/her decision is in agreement with his/her institution's practices and legal obligations.

§6. A Partner who declares that a decision goes against the legal administrative procedures of his/her institution and/or the Grant Agreement shall support his/her declaration by legal documents. In this case the Coordinating Institution and the Partners shall make efforts to resolve the case to the general satisfaction of the Partners and the Coordinating Institution.

#### **Article 8 – Funding distribution and use**

§1. The EACEA provides the grant to the Consortium according to the Grant Agreement between the Coordinating Institution and the EACEA. The grant is paid to the Coordinating Institution and consists of the following parts:

- lump sum contribution of € 50,000 per each intake (max 3 intakes) to the Consortium management costs, costs for invited scholars and guest lecturers, costs for participation in events organized by the Agency;
- scholarships for Partner Country students including participation costs, travel and installation costs, subsistence costs.

§2. The EACEA payments to the Coordinating Institution are the following:

- the first pre-financial payment of 40% of the maximum amount is paid upon entry into force of the Grant Agreement;
- the second pre-financial payment of 30% of the maximum amount is paid after the receipt of a progress report on the implementation of the action and statement of using at least 70% of the previous pre-financial installment;
- the third pre-financial payment of 30% of the maximum amount is paid after the receipt of a progress report on the implementation of the action and statement of using at least 70% of the previous pre-financial installments.

§3. The Coordinating Institution is responsible for distribution of a portion of the grant to each Partner.

§4. The students involved in the Program pay participation costs. The annual rate for a EMJMD scholarship holder from a Partner Country is € 9,000. The annual rates for the students without EMJMD scholarships are set up separately for each intake by the Consortium.

§5. The participation costs will be subtracted from the individual scholarship and kept by the Coordinating Institution. The student will receive his/her scholarship, with the participation costs deducted, on a monthly basis. The students without EMJMD scholarships will pay participation costs to the Coordinating Institution on the annual basis.

§6. The participation costs will be distributed among the Partners and Coordinating Institution. The financial scheme is specified separately for each Program intake according to the number of students in each category.

§7. The participation costs shall cover:

- compulsory insurance for the students with the EMJMD scholarships;
- compulsory administrative costs related to the student enrollment in the Program;
- operational expenses resulting from the organization and the logistic of the Program.

§8. Should an enrolled student fail to participate in the Program and is not replaced by another student from the reserved list the Coordinating Institution must return a part or the total of his/her grant to the EACEA. The Partner shall return the funds of this student to the Coordinating Institution.

#### **Article 9 – Liability**

§1. Each Partner and the Coordinating Institution shall be fully responsible for the performance of any part of its share for the Consortium Agreement and for the requirements of insurance and social security for its personnel involved herein.

§2. Each Partner shall be solely liable toward the Coordinating Institution for any breach or non-compliance of the present Consortium Agreement. If the Coordinating Institution has to pay any damages or penalties to the EACEA for such breach or non-compliance by a Partner, the Coordinating Institution shall be entitled to full reimbursement from the said Partner limited to the Program budget.

§3. Each Partner shall be solely liable toward other Partners within the Consortium and toward third parties for loss, destruction, damage or injury resulting from its own actions in the execution of this Consortium Agreement.

#### **Article 10 – Applicable law**

§1. The Program student is bound to the rules and regulations from the university where she/he is enrolled.

§2. This Consortium Agreement shall in all respect be in compliance with the terms of the related Grant Agreement and be governed by national laws. The settlement of any difference or conflict arising from or in connection with this Consortium Agreement shall be attempted by amicable efforts by the Partners.



## **Article 11 – Language policy**

**§1.** The official language of the Consortium is English.

**§2.** This agreement may be translated in national languages: Czech, German, Finnish, French, Japanese and Swedish for local purposes.