

STUDENT CONTRACT (sample)

DOC NOMADS EMMC – ENGLISH LANGUAGE DOCUMENTARY FILM DIRECTING MASTER COURSE

The **UNIVERSITY OF THEATRE AND FILM ARTS** as founding and coordinating institution (Erasmus code: HU BUDAPES37), representative: Géza M. Tóth rector, **LUCA SCHOOL OF ARTS** (Erasmus code: B BRUSSEL 43), and **UNIVERSIDADE LUSÓFONA DE HUMANIDADES E TECNOLOGIAS OF LISBON** (Erasmus code P LISBOA 52), as partner institutions, together the international consortium directing the DOC NOMADS ERASMUS MUNDUS MASTERS COURSE (DOCUMENTARY FILM DIRECTING LISBON – BUDAPEST – BRUSSELS – “discovery without borders”) hereinafter “CONSORTIUM”, and

(student name)

(place and date of birth:, nationality:,)

hereinafter STUDENT sign a higher education contract with the following conditions:

I. STUDY AND EXAMINATION REGULATIONS

The present regulations apply to the students of the DOCNOMADS ERASMUS MUNDUS MASTERS COURSE.

The present examination regulations override the examination regulations of the three universities implementing the course -- UNIVERSITY OF THEATRE AND FILM ARTS, LUCA SCHOOL OF ARTS and UNIVERSIDADE LUSÓFONA DE HUMANIDADES E TECNOLOGIAS OF LISBON in all matters stipulated herein. In all matters unregulated here, the examination regulations of the host institution of the given semester apply. The harmonised regulation of the fourth semester and the final exam will be published at the beginning of the 4th semester. In matters of dispute, the decision will be made by simple majority by the Academic Board (composed of the Course Directors of the three universities and the Consortium Coordinator) supplemented with the student representative of the given year level. This student representative (1 person) is chosen by the students during the second month of the first semester and will represent the students until the end of the fourth semester.

The “DOC NOMADS” Erasmus Mundus Masters Course lasts for two years and offers 120 credits. The student becomes automatically registered in each further education establishment.

1. Locations of study:

Location of Semester 1:

Universidade Lusófona de Humanidades e Tecnologias of Lisbon

Location of Semester 2:

Színház- és Filmművészeti Egyetem / University of Theatre and Film Arts

Location of Semester 3:

LUCA School of Arts, department Sint Lukas Brussels

Location of Semester 4:

In one of the DocNomads Consortium universities.

2. A DOC NOMADS EMMC **starts** at the end of August in the year of admission and ends at the end of July in the second year after admission. The students will be informed about the schedule of all semesters in the first preparation week.

3. Participation in the course of study

The students can find the Curriculum of DocNomads, the descriptions of all modules with their academic outputs on the website of DocNomads (docnomads.eu) and in the internal electronic site of each partner university. Each semester starts with a preparation week. During this week, students will receive written information about that semester's term, examination period, course schedule, course contents, credit values and the requirements of each course.

Students must attend the courses included in the curriculum at the given semester's location, and are expected to participate actively in classes.

Non-attendance of class is only accepted if authorised by the subject's teacher upon valid justification.

Unjustified absence from a course, or any further absence (even if justified) may require the fulfilment of supplementary tasks set by the instructor of the given subject.

Absence from any examination without a valid reason results in a failure to complete the given course.

4. Examinations, closing examination, and closing documents of the course of study

The student must pass the examinations of each course, obtain marks and signatures for practical courses, and complete and defend his/her Master Degree Project by the deadline.

The form of evaluation for all locations and subjects taught is Permanent Evaluation and Assignment.

Marks:

The marks awarded for the courses at LUCA School of Arts and Universidade Lusófona de Humanidades e Tecnologias of Lisbon are on a 1 to 20 marking scale with 20 being the highest mark. Any mark below 10 means that the student has failed. A marking scale of 1 to 5 is used at the University of Theatre and Film Arts with 5 being the highest mark. Conversion between the different systems is made according to the system below:

$$0-9 = 1, 10-11 = 2, 12-13 = 3, 14-15 = 4, 16-20 = 5$$

Accordingly, at the University of Theatre and Film Arts, a mark below 2 means that the student has failed.

The course's marks are based on the evaluation of the results of the given assignments. Qualitative participation in class may also be taken in to consideration when grading, according to the teachers' judgment and the characteristics of the course subject.

In the first, second and third semesters, students are informed about their mark towards the end of the semester.

Students must pass examinations in the examination period at the end of each semester or in the re-take exam period for referred candidates. If students miss or fail their examination, they cannot continue their studies in the following semester.

Due to the special mobility track of DOCNOMADS, if a student fails his/her exams in the re-take period, the failure is final and the student cannot continue his/her studies. There is no possibility of passing the exam in the next semester.

In exceptional cases, the course director of a given semester may grant an extension for the completion of an exam. In extraordinary circumstances, the Academic Board may grant a longer extension.

Given the nature of the course of study, the degree program will not be completed unless the exam films made for the Film Directing course each semester as well as the final film are all successful (even if other examinations are successful).

Students will receive all information about the Master Degree Project (MDP) and the final exam at the latest in the preparation week of the 4th semester. For this MDP, which students are supposed to work on during their entire 4th semester, there can be no short-term retake exam.

A student passing all the required exams of the previous semesters, but failing to complete the Dossier and/or Graduation film of the Master Degree Project (entirely or partially) is allowed to try again one year later, at the final exam of the next edition.

The additional tutoring fee and the additional exam fee are EUR 500 each, a total of EUR 1000. Failed students who intend to retry one year later, must consult with their tutor about all technical aspects, content aspects and timing of their diploma film during the next Master Degree Project period.

5. **A student** receives MA degree certificates issued by each university of the Consortium if he/she has obtained the required 120 credits.

Until DOCNOMADS offers a JOINT degree, the English-language Diploma Supplement accompanying the multiple (TRIPLE) degree certificates issued to the students will include the list of courses leading to the given national degree.

In Hungary, the *Dokumentumfilm-rendező művész mesterképzési szak/* Masters in Documentary Film Directing was accredited by the National Accreditation Committee (MAB) in May 2011.

In Portugal, the *Mestrado em Realização para Cinema Documental /* Masters in Documentary Film Directing has been officially recognized by the Portuguese Ministry of Science and Higher Education and also by the National Agency for Higher Education Accreditation and Evaluation under Decree nr. 14500/2012, from the 8 of November. This course is also internationally recognized under CILECT (Centre international de Liaison des Écoles de Cinéma et Télévision).

In Belgium, the university college LUCA School of Arts (represented in the DOC NOMADS consortium by Sint Lukas Brussels School of Art and Design) already offers a Master of Arts in de audiovisuele kunsten. The Master of Arts in de audiovisuele kunsten has been accredited again in 2010 by the Dutch-Flemish accreditation Organisation (NVAO) from 01/09/2011 - 30/09/2017. Additionally, the Decree of 4 April 2003 (Art. 94) concerning the reform of higher education, and the Decrees of 30 April 2004 (Art. 106 / Art. 95bis.1), 16 June 2006 (Art. 41 / Art. 95bis.1), 8 May 2009 (Art. V.48/ and 9 July 2010 (Art. 95bis.1) clearly stipulate that two or more universities together can deliver a joint, double or multiple degree within the subject areas they are authorised to teach in, both in a national and international context. According to this article the Dutch-Flemish accreditation agency (NVAO) as well as the Flemish Ministry of Education meanwhile have recognized the DOC NOMADS masters. Its accreditation runs from 01/09/2012 - 30/09/2019. More information can be found here: <http://www.hogeronderwijsregister.be/search-detail/42055>

6. Deferral and interruption of studies

Courses and semesters cannot be interrupted, as they are built upon one another. A student who fails to complete the required examinations or exceeds the number of absences permitted will not be allowed to continue his/her studies.

7. Exclusion of a student from the DOC NOMADS Masters course

The student acknowledges that he/she might be excluded from the Masters course on the following grounds:

- absence without prior authorisation or valid justification;
- failure to complete required examinations in due course and fashion;
- failure to enrol for the given semester;
- a disciplinary procedure is in progress against him/her at any host university;
- he/she is the subject of a criminal lawsuit that hinders participation in the course;
- termination of the course by the student's fault or for unforeseen reasons.

If the Academic Board notes that a student fails to make adequate progress or comply with the regulations in their studies, such student will be requested to have a personal interview with the Academic Board board members at their meeting at the end of the given semester. Following this interview, the Academic Board will decide if, and under which conditions, the student is allowed to continue his/her studies. The student will be informed in writing about this decision. If such student fails to improve his/her behaviour or marks in the next semester, the Academic Board may exclude her/him from the Masters Course. The student can file an appeal with the rector of the consortium leader university.

In the case of exclusion, a student is obliged to return all educational materials and equipment borrowed and to pay the following items in due time before departure:

- full tuition fee of the academic year of his/her departure
- the cost of any unreturned educational materials and equipment.

The student undertakes the preliminary obligation to refund to the Consortium any money received over and above his/her scholarship applicable to the number of months prior to his/her exclusion.

II. STUDENTS HAVE THE RIGHT TO

- A stimulating and challenging learning and research environment
- High quality teaching and supervision
- Access to adequate facilities and resources sufficient for the achievement of their educational goals including library, computing and learner services
- Regular feedback on academic progress
- Be informed of penalties for late submission or non-submission of coursework

- Be informed of any attendance requirements and the consequences of failure to attend classes and examinations
- Be informed of any changes to the programme in a timely fashion
- Clear explanations of unacceptable academic behaviour such as plagiarism, cheating, collusion, fabrication of data or breach of copyright
- Fair and competent assessment that meets national academic standards
- Access to their results in a timely fashion on completion of their programme
- Elect their student representative in the second month of the Masters Course
- Access to a clear set of procedures around deferrals and appeals
- Give oral and written feedback about all modules and teachers of the DOC NOMADS Program

There is a mandatory participation in programme surveys/evaluations, as well as the joining of the Erasmus Mundus Students and Alumni Association (EMA, see <http://www.em-a.eu/>)

III. THE PRODUCERS' RIGHTS

The producers' rights in the exercises, examination and final films made in the framework of the Masters course belong, jointly and in equal shares, to the three universities overseeing the course.

Moral rights shall be retained by the Authors represented by the films' directors.

The three universities shall, at their discretion, support the production of the student's graduation film with an amount which is announced annually by the Academic Board before the beginning of the 4th semester.

In case the student involves other sponsors to finance the final film, a separate contract about the ratio of the producers' rights shall be signed, keeping in mind that the producers' rights of the three universities shall in no case whatsoever be less than 51%.

DOCNOMADS shall do their best in order to secure the professional archiving of the exam and final degree films.

DOCNOMADS has the right to submit any of the exercises and films made in the framework of the course for selection and programming of festivals and other events.

DOCNOMADS also has the right to use excerpts and full versions of the student's exercises and exam films for the purpose of promotion of the course and of the students' work, namely in the course website, in authorised third parties websites, and DVD publishing.

A complete graduation film may not be streamed on the internet or published on DVD by DOC NOMADS until 2 years after its completion, unless its authors agree to earlier streaming or publishing.

Students are free to submit their films to festivals and other public shows, but only after the conclusion of the relevant semester's exams.

Students' films are not authorised to be presented publicly without reference to the context of their production in DOCNOMADS through a display of the required references to the course in the opening and closing credits.

The Academic Board may select some of the semesters' exam films as examples of the filmmaking exercises accomplished in the framework of the course, in order to illustrate the DOC NOMADS program in presentations at educational, institutional and professional events.

Festival submissions of those selected films may be arranged by the distribution assistant staff of DOC NOMADS up to two years following the exam date. Students have to inform the DOC NOMADS distribution assistant staff of every submission by their initiative in order to avoid duplicate submissions.

All students have to inform the DOC NOMADS distribution assistant about festival selections, prizes and other distinctions that may be granted to any of their films produced during the course.

Monetary amounts of the prizes won by exam and graduation films shall be received by DOC NOMADS as the producer and given to the authors. If the film was submitted to the festival by DOC NOMADS, the submission fees and related expenses shall be deducted from the amount of the prize.

Non-pecuniary awards, such as statuettes, diplomas, technical services or material, etc., shall be held by the author.

For the case of possible TV sales and commercial distribution of graduate films, a specific contract should be arranged between DOCNOMADS and the author, taking into account the particulars of each business and situation.

DOCNOMADS does not aim to make a profit from the sales and distribution of the graduate films, whose potential revenue will be allocated solely to the promotion of the course and the students' films.

IV. COSTS OF THE DOCNOMADS EMMC

1. Tuition fee

The tuition fee is EUR 9000 per year i.e. EUR 18 000 for the whole masters course.

The tuition fee covers the cost of education; full insurance; student certification fees; use of libraries and Internet on educational premises. The fee also goes towards providing the basic means for completion of exam and diploma films. It does not, however, cover accommodation or living costs.

This tuition fee is to be paid in three instalments:

- a first instalment of EUR 1000 two weeks after selection,
- a second instalment of EUR 8000 by 31 July of the year of selection, and
- a third instalment of EUR 9000 by 31 July, between the student's first and second years.

Any student who has payment in arrears to any of the three host academies is not entitled to begin the next semester until paid.

2. Travel and travel costs between higher education institutions

The cost of travel between locations of study within Europe shall be covered by the students.

V. ERASMUS MUNDUS SCHOLARSHIP

“When determining the contribution to participation costs, the Consortium defines the student's category, either Program country or Partner country. The definition of the student category depends on his/her nationality and on whether the student resided in a Program country for a period of more than 12 months five-years prior to application. (This is applicable only to students with a Partner country nationality). Therefore:

- ❖ Students whose nationality is one of the Erasmus+ Partner Countries and are not residents – nor have carried out their main activity (studies, training or work) – for more than a total of 12 months in any Program Country (over the past five years) are considered as Partner Country students. The five-year period is calculated backwards from the submission deadline (defined by the consortia) for applying for an EMMC student scholarship. The 12-months residency rule does not apply to the Partner Country candidates who, for various reasons and under various circumstances, have sought or received refugee status in a Program Country
- ❖ Students with a Partner Country nationality who do not fulfill the Partner Country criteria defined above (12 months rule) count as Program Country students.
- ❖ Students with a double nationality (of both a Partner and Program Country) must specify the nationality under which they wish submit their scholarship application.”

Erasmus+: ERASMUS MUNDUS Master Courses Scholarships' grant application - Instructions

1. Contribution to participation costs:

- up to 9000 EUR per year for Partner Country scholarship holder
- up to 4500 EUR per year for Programme Country scholarship holder

The student does not receive his/her tuition fee directly, but is transferred by the EACEA to the DocNomads Consortium.

Bank transfer charges will be borne by the Consortium. Yet any supplementary fee/loss due to erroneous data given by the student, will be charged to the student.

2. Contribution to travel and installation costs:

- 2000 EUR per year (for travel costs) + 1000 EUR per year (for installation costs) for scholarship holders that are resident of a Partner Country and whose location is situated *less* than 4000km from the EMMC coordinating HEI (Budapest, Hungary)
- 3000 EUR per year (for travel costs) + 1000 EUR per year (for installation costs) for scholarship holders that are resident of a Partner Country and whose location is situated *more* than 4000km from the EMMC coordinating HEI (Budapest, Hungary)
- 1000 EUR per year (toward travel costs) for scholarship holders that are resident of a Program Country

The contribution toward travel costs takes into account the residency of the scholarship holder. The student's place of residence should be verified by providing:

- a residence certificate from the candidate's municipality issued in accordance with the municipality's usual registration procedures;
- a certificate from the candidate's place of work, study, or training, issued by the employer or relevant institution.

Both documents must have been issued within the 12 months prior to the application deadline for DocNomads student scholarship (06/January)

3. Contribution to subsistence costs (for both Program and Partner Country scholarship holders) is 1000 EUR per month for the entire duration of the EMMC study program (24 months maximum).

The Consortium will pay the scholarship for August of the admission year only for the students who arrive to Lisbon and register at Lusófona University till the 31st August.

Scholarship holders spending part of the EMMC course in their country of residence are not entitled to benefit from the monthly subsistence allowance for this period.

- “The scholarship holder can dedicate the necessary time and efforts to the EMMC's mandatory activities in order to successfully complete the entire study program within the agreed study duration. “ *Administrative and Financial Handbook of EACEA*

- If a scholarship holder fails to make adequate progress or conform to regulations of their studies, the Academic Board **may consider revoking the scholarship**. In this case, the course director of the given semester will point out the problem to the student during or at the end of the semester. At this point, the director will indicate the following semester to be a ‘probation period’. If the study problems are not resolved during this following semester, the Academic Board can decide on revoking the scholarship, asking confirmation from the supervisor agency, the EACEA.

The student thus reprimanded for insufficient diligence and performance may be allowed to attend the remaining semesters as a self-financed student. Nonetheless, even this right can be revoked and the student asked to leave the program, if there is no improvement in his/her diligence and performance. The student may file an appeal with the rector of the consortium leader university (Budapest).

- A **scholarship can be put on hold** if the student has to leave the course temporarily. The student must provide duly justified and well-documented reasons for doing so. Such cases relate to medical reasons and/or serious family reasons (e.g. needing to temporarily take care of a family member, or, hospitalisation/death of a family member). In such cases, the scholarship payment will be put on hold until the student is again physically present at the host university and can actively continue pursuing the course activities.

If the absence is too long and requires an extension of the originally agreed eligibility period, the DocNomads consortium must send a duly substantiated request to the EACEA to extend the eligibility period. The extension cannot exceed 12 months and cannot give rise to additional funding for the consortium or the student.

- In the case of a student **drop-out** (i.e. student decides to discontinue or is expelled from the study program), the consortium must inform the EACEA of the unspent amount (i.e. the remaining parts of the student's participation costs, travel/installation costs, and subsistence costs). If applicable, the unspent amount will be reallocated to either another eligible scholarship candidate of the same category, or, to a candidate of a different category.

More information about the scholarship calculation:

http://eacea.ec.europa.eu/erasmus_mundus/beneficiaries/documents/action1/2015/scholarship-calculation.pdf

VI. HEALTH CARE AND LIABILITY INSURANCE

Pursuant to the contract signed with AON International insurance, the Consortium offers full healthcare and liability insurance to the student (as per conditions specified in annex 2).

Insurance coverage begins from the time the student commences his/her travel to Lisbon, but no earlier than 1st August and no later than 1st September of the year of admission. Coverage ceases on the 31st July of the second year.

The student will receive all insurance documents and relevant information no later than the preparatory week in Lisbon.

*More information about the Guidelines for Erasmus Mundus Masters student Agreement:
http://eacea.ec.europa.eu/erasmus_mundus/beneficiaries/documents/action1/2015/EMMC-student-agreement-2015-SGA.pdf*

VII. DISPUTES, DISAGREEMENTS BETWEEN THE PARTIES, CLAUSES

This contract will be terminated with immediate effect if justified by the change of legal regulation and/or if one of the contracting parties breaks any of the provisions of the contract.

In the case of any legal dispute the Hungarian Law shall apply and the parties accept the competence of the Court (PESTI KÖZPONTI KERÜLETI BÍRÓSÁG) as per seat of the University of Theatre and Film Arts.

In any case of doubt, the English version of the Contract shall be considered authentic.

This contract comes into force from 26 August 20..., until 31 July 20...

Two copies are signed, in Lisbon and in Budapest; one copy to the student, one copy to the DOCNOMADS Secretary.

VIII. ANNEXES

1. Student's data sheet
2. Summary of the insurance conditions regarding the student

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student

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Tamás Almási, member of the AB

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Rob Rombout, member of the AB

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Victor Candeias, member of the AB

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Erika Winkler , member of the AB

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Géza M. Tóth rector, SZFE

ANNEX 2

The Consortium, in agreement with AON insurance, provides the student with a full health and liability insurance, commencing latest from August 2015 until 31 July 2017. Details of coverage are as follows:

Coverage:

- Medical Expenses, among which medical repatriation and assistance;
- Accidents, among which accidental death and permanent invalidity caused by an accident;
- Extra Costs, among which extra travel costs by the insured on being recalled to the country of origin;
- Third party liability;
- Assistance services, among which legal assistance;
- Personal possessions, among which household contents and electronics.

Medical expenses

Health care coverage provides complete cover for in-patient and out-patient medical costs as resulting from sickness, pregnancy, childbirth or accidents arising during the period of the cover.

Costs related to an illness that already exists on the date of enrolment are covered as from the date of enrolment.

Medical repatriation and assistance

In case of emergency in a country of travel – this can be any country in the world including the student's home country – a medical supervised repatriation will be arranged. Due the fact that this is a very important issue, service will be provided by the respected organization Europe Assistance.

With professionals operating in 24-hour Alarm Centres, Europe Assistance is able to offer medical technical support in many languages. Therefore an insured student can easily contact the emergency centre in case of any need for assistance.

Third-party liability

Third-party liability covers the liability of the insured in his capacity as a private individual up to a maximum of EUR 1 250 000.00 per occurrence for damage to property and EUR 19 000 000 per occurrence for damage to persons.

Assistance services

This supplementary coverage provides coverage for:

Return flight

The costs of a return flight (for the insured) are covered in the case of being recalled to his or her home country in the event that a relative – by blood or by affinity in the first degree (i.e. spouse, mother, father and children) – should be in peril of death, or, have died.

The costs of a return flight and accommodation expenses (maximum of EUR 125.00 per person per day), for two of the insured's family members (travelling from origin country to country of residence) will be covered in the event that the insured is in danger of death or has died as a consequence of illness or an accident. The total amount covered for this is EURO 7 000.00 per event.

Extra costs

Coverage includes extra costs of flying the insured to his/her country of origin because special air transport is required for urgent medical reasons. If an escort is required for medical reasons, the costs of a return ticket for the escort will be reimbursed.

Telecommunication expenses

If something happens that is covered by the repatriation coverage then the necessary telecommunication expenses that result from this event will be reimbursed up to a maximum of EUR 150.00.

Legal assistance

Legal assistance and reimbursement of associated costs up to a maximum of

Within Europe – maximum of EUR 50 000.00 per event

Outside Europe – maximum of EUR 15 000.00 per event

Medical expenses

Personal possessions

Household effects are insured up to a maximum of EUR 6 000.00 and baggage is insured up to a maximum of EUR 1 500.00.

More information about the minimum requirements of the insurance:

http://eacea.ec.europa.eu/erasmus_mundus/beneficiaries/documents/action1/2015/minimum-insurance-requirements-2015.pdf