

KLASA: 007-01/24-03/02  
URBROJ: 2170-137-01-24-99  
Rijeka, 26. ožujka 2024.

Na temelju članaka 12., 15., 16., 20. i 21. Zakona o osiguravanju kvalitete u visokom obrazovanju i znanosti (NN 151/22) i članka 34. Statuta Sveučilišta u Rijeci (KLASA: 030-01/23-01/05, URBROJ: 2170-137-01-23-2 od 02. listopada 2023. godine) Senat Sveučilišta u Rijeci na svojoj 93. sjednici održanoj dana 26. ožujka 2024. godine donosi sljedeću

### ODLUKU

#### I.

Senat, u okviru članstva Sveučilišta u Rijeci u Mreži mladih sveučilišta za budućnost Europe (eng. Young Universities for the Future of Europe Alliance, YUFE) donosi odluku o pokretanju združenog sveučilišnog prijediplomskog YUFE studijskog programa „Urban Sustainability Studies“ i potpisivanju konzorcijskog sporazuma kojim se uređuju ustroj i izvedba te drugi elementi u skladu s važećim propisima.

#### II.

Konzorcijski sporazum s prilogima čini sastavni dio ove Odluke.

#### III.

Ova Odluka stupa na snagu danom donošenja.



REKTORICA

prof. dr. sc. Snježana Prijić-Samaržija

#### DOSTAVITI:

1. Prorektorica za studije, studente i osiguranje kvalitete prof. dr. sc. Marta Žuvić,
2. Centar za studije, studente i osiguranje kvalitete,
3. YUFE institucijski koordinator Aleksandar Šušnjaru,
4. Pismohrani.

# YUFE Bachelor

## Consortium agreement



### Consortium Agreement of partners in YUFE Alliance

#### Joint Bachelor Programme Urban Sustainability Studies

#### Parties:

The following universities are parties to the Consortium Agreement (hereafter referred to as “**Partner University**” or “**Partner Universities**”):

	University	Role	Abbreviation
1	University of Rijeka	Degree Awarding Partner	UNIRI
2	Nicolaus Copernicus University in Torun	Degree Awarding Partner	NCU
3	University of Eastern Finland	Degree Awarding Partner	UEF
4	University of Essex	Degree Awarding Partner	UE
5	Universiteit Antwerpen (further University of Antwerp)	Degree Awarding Partner	UAntwerp
6	Universidad Carlos III de Madrid	Degree Awarding Partner	UC3M
7	Maastricht University	Degree Awarding Partner	UM
8	Sorbonne Nouvelle University	Mobility Partner	SNU
9	University of Bremen	Mobility Partner	UB
10	University of Cyprus	Mobility Partner	UCY

#### Definitions:

**Academic Advisor:** Guides students in tailoring their curriculum and selecting Minors. This role commences during the application stage and continues throughout the entire programme of study.

**Academic Course:** A structured educational unit within the Joint Bachelor Programme, comprising a series of related subjects designed to be completed within a specified timeframe and leading to the acquisition of Intended Learning Outcomes (ILO’s). These ILO’s are assessed and contribute to fulfilling

the Joint Bachelor Programme requirements and may include lectures, seminars, practical sessions, and assessments. Academic Courses are either taught at the campus of a Partner University or online.

**Academic Year:** Period during which Bachelor Students attend YUFE courses and activities.

**Acceding University:** This is the university who wants to join the Consortium, as referred to in Clause 22.

**Admission:** The process of submitting an application, meeting the eligibility criteria, undergoing a Selection Procedure and gaining acceptance into the Joint Bachelor Programme.

**Assessment:** The wide variety of methods or tools that Partner Universities use to evaluate, measure, and document learning progress and achievement of learning outcomes.

**Bachelor Student:** An individual who is enrolled in the Joint Bachelor Programme.

**Board of Appeals:** The independent committee competent to hear and decide on appeals against the decision of the Examination Board, as referred to in Clause 2.10 and 28.

**Consensus:** A process of decision-making that requires agreement from all members in the committee without any objections. Consensus does not imply unanimity in the initial position of each member but denotes that through discussion, negotiation, and modification of proposals, all members explicitly agree to the decision, indicating their willingness to move forward with the collective decision. It is understood that achieving Consensus may require members to set aside individual preferences for the good of the Consortium's objectives. For a decision to be considered made by Consensus, it must be documented that an attempt was made to resolve all objections and that no member has persistently opposed the proposal without offering reasonable alternatives. At least half of the members must be present at the meeting for a decision to be made.

**Challenge Course:** This is a mandatory course of the Minor that is elaborated upon in the Education and Examination Regulations (EER). During the course Bachelor Students engage as group members to tackle real-life problems, fostering active learning and a student-centered pedagogy. Through this approach, critical thinking, literature retrieval, research and report preparation skills are developed further. This interactive learning experience encourages ongoing knowledge acquisition within a team environment, promoting a dynamic and participatory educational atmosphere.

**Challenge Course Coordinators:** Staff at the Host University responsible for developing and maintaining the Challenge Course as part of the Minor as well as cultivating and sustaining relationship and maintaining ties with external, regional stakeholders.

**Coordinating Committee:** Main coordinating body of the Joint Bachelor Programme, responsible for the daily management of the Joint Bachelor Programme, as described in Clause 2.5.

**Conflict Resolution Mechanism:** One of the YUFE bodies, responsible for dispute resolution when a dispute arises between Partner Universities, as described in Clause 29.

**Consortium:** All Partner Universities participating in (all bodies of) the Joint Bachelor Programme.

**Consortium Agreement:** A formal, legally binding document regulating rights and obligations of Partner Universities in design and delivery of the Joint Bachelor Programme.

**Consortium Bodies:** The organizational structures or entities within the Consortium, comprised of participating members and established to facilitate the management and operation of the Joint Bachelor Programme (clause 2.1). These bodies are responsible for overseeing various aspects of the Consortium's activities, including decision-making, resource allocation, and project execution.

**Coordinating University:** One of the Degree Awarding Universities that, based on Clause 2.6, coordinates various aspects of the Joint Bachelor Programme.

**Decentral Admission Officers / Mobility Coordinators:** Staff that provides administrative processing of student-, course- and grade data, mobility calls and mobility administration in both the Partner University's local university system and the Virtual Campus, as mentioned in Clause 11.2, second bullet.

**Degree Awarding Partner:** A Partner University on whose behalf the degree is awarded, jointly with all other Degree Awarding Partners, after successful completion of the Joint Bachelor Programme. A Degree Awarding Partner offers content to all six semesters of the Joint Bachelor Programme. If national regulations determine that a minimum percentage of education, including final thesis, shall be followed, completed, and passed at the Degree Awarding Partner in order to receive a degree, that Degree Awarding Partner establishes additional requirements which will be further outlined in the EER.

**European Credit Transfer and Accumulation System (ECTS):** A system as designed by the European Higher Education Area for defining learning outcomes and their associated workload in higher education programmes.

**Education and Staff Implementation Agreement:** An implementation regulation based on the Consortium Agreement, in which all educational and staff provisions regarding the Joint Bachelor Programme are included.

**Effective Date:** The first day of the first month after the *Nederlands-Vlaamse Accreditatie Organisatie* (NVAO Flanders) has notified the University of Antwerp in writing that the European Approach accreditation has been granted.

**Enrollment:** Process through which a candidate is formally awarded the Bachelor Student status within the Joint Bachelor Programme, and obtains rights and obligations associated with the Bachelor Student status.

**Education and Examination Regulations (EER):** Set of rules, that determine all vital aspects of education and examination in the Joint Bachelor Programme. The EER are in accordance with the national and institutional regulations of each Degree Awarding Partner.

**Examination Board:** Consortium Body within the organizational structure tasked with safeguarding the resulting qualification of graduates, through responsibilities elaborated in Clause 2.9.

**Financial Implementation Agreement:** An implementation regulation of the Consortium Agreement dealing with all financial arrangement for the Joint Bachelor Programme.

**Financial Expert Group:** Representatives from the Partner Universities who provide input/advise on financial subjects with regard to the YUFE alliance. Their work covers financial subjects related to the level of the YUFE strategies and activities, not the level of the individual partner's internal reporting.

**Host University:** This is the Partner University that is hosting a course or activity for the Joint Bachelor Programme.

**Implementation Agreements:** The Implementation Agreements set forth further agreements and are part of the Consortium Agreement.

**Joint Bachelor Programme:** An integrated curriculum developed and offered jointly by the Partner Universities. The Bachelor in Urban Sustainability Studies is an academic degree. Obtainment of 180 ECTS is a requirement for successful completion of the Joint Bachelor Programme.

**Joint Curriculum:** The set of Academic Courses and activities that Bachelor Students can undertake to complete and fulfill requirements to obtain the Joint Diploma.

**Joint Degree:** The academic degree that is awarded by the Coordinating University on behalf of the collaborating Degree Awarding Partners, in accordance with applicable national regulations. It can be obtained after successful completion of the Joint Bachelor Programme. The issuing of the Joint Degree may vary where current national regulations do not permit such a joint academic award.

**Joint Diploma:** This means a single document issued by the Coordinating University on behalf of the Degree Awarding Partners, in accordance with applicable national regulations, as evidence the Bachelor Student has successfully completed the Joint Bachelor Programme and has been awarded the Joint Degree. The (issuing and) format of the Joint Diploma may vary where current national regulations do not permit such a joint academic certificate.

**Minors:** Minors are thematic 30 ECTS study modules that are available in a blended format, with face-to-face component delivered by one of the Partner Universities as part of the Joint Bachelor Programme. Minors may include courses from both the Host University and online offerings from other Partner Universities. The total number of courses contributing to the intended learning outcome of the Minor is higher than the required 30 ECTS, allowing Bachelor Students to self-design part of the Minor. The content and structure of the Minors are predetermined by the Host University.

**Minor Coordinator:** Staff at the Minor Host University responsible for developing and maintaining the intended learning outcomes of the Minor offered by the Partner University including setting up and maintaining the list of Academic Courses that are part of this particular Minor.

**Mobility Partners:** A Partner University offering at least one Minor within the Joint Bachelor Programme (30ECTS) which facilitate, support and administratively process incoming Bachelor Students both in their local management systems and in the Virtual Campus.

**Open Curriculum Philosophy (approach):** Approach implemented within the Joint Bachelor Programme meaning that all Bachelor Students will have the opportunity to self-design parts of their learning path.

**Partner University:** This is any university within the YUFE Alliance. A Partner University can be either a Mobility Partner or a Degree Awarding Partner.

**Programme Committee:** One of coordinating bodies of the Joint Bachelor Programme, responsible for managing and implementing the curriculum, as described in Clause 2.7.

**Programme Management Expert:** This is a member of the Coordinating Committee, who has expertise on the content of the Joint Bachelor Programme.

**Quality Assurance Board:** One of coordinating bodies of the Joint Bachelor Programme, responsible for monitoring and enhancing quality of the Programme, as elaborated upon in Clause 2.8.

**Selection:** This refers to the process of assessing an applicant's eligibility for the Joint Bachelor Programme and deciding on an applicant's Admission and Enrollment in the Joint Bachelor Programme.

**Selection Criteria:** Set of jointly adopted criteria which are used to select applicants.

**Selection Procedure:** Procedure of applying the selection criteria to rank candidates for the purpose of admission and enrollment.

**Starting University:** This is the Partner University through which the Bachelor Student is admitted and enrolled in the Joint Bachelor Programme.

Strategic Council: Highest body of the YUFE Alliance, as elaborated in Clause 2.3.

Student Forum: The Student Forum is a co-creator within the governance structure, providing the Bachelor Student-centred vision through its deep involvement in the YUFE Alliance, in which it advises the Strategic Council and other bodies at such bodies' request, but also on its own accord.

Urban Sustainability Studies: This is an undergraduate programme offered jointly by the Partner Universities within the YUFE Alliance.

Virtual Campus: YUFE-designed virtual platform that provides a range of services and resources to facilitate learning, collaboration and streamline operational processes for Bachelor Students and staff participating in the Joint Bachelor Programme.

YUFE Alliance: This is the alliance of Young Universities for the Future of Europe.

YUFE Quality Assurance Framework: The YUFE QA Framework describes the QA governance system and quality assessment dimensions of the YUFE QA System.

## **Clause 1      Purpose of the Joint Bachelor Programme**

- 1.1 Within Urban Sustainability Studies, cities play a crucial role in the pursuit of a more sustainable future, as they have a significant impact on natural resources, economic development, social inclusion and environmental conservation. To address these complex challenges, there is a need for experts who not only have in-depth knowledge in their fields, but are also able to build bridges between subject disciplines and cultural perspectives within a world characterized by increasing globalization. The undergraduate programme Urban Sustainability Studies, offered jointly by the Consortium of Partner Universities within the YUFE Alliance, responds to this need for interdisciplinary professionals in the field of urban sustainability.
- 1.2 Successful completion of the Joint Bachelor Programme leads to a Joint Degree of all Degree Awarding Partners, to the extent permitted by their national legislation. The Joint Degree is a bachelor's degree equivalent to *licencjat* (NCU), *graduado/a* (UC3M), *yhteiskuntatieteiden kandidaatin tutkinto* (UEF), *baccalaureus* (UNIRI) and Bachelor of Science or Arts (UM, UE, UAntwerp). In the event that a Partner University changes its role within the Consortium from that of a Mobility Partner to a Degree Awarding Partner, as delineated under Clause 21 of the Consortium Agreement, successful completion of the Joint Bachelor Programme will also lead to a bachelor's degree equivalent of this Partner University, more specifically *licence* (Sorbonne Nouvelle University), *Ptychion* (University of Cyprus), Bachelor of Arts or Bachelor of Science (University of Bremen).
- 1.3 Successful completion of the Joint Bachelor Programme leads to a Joint Diploma that fulfils the requirements of the national laws and internal regulations of Degree Awarding Partners involved and is legally valid in their countries. The format of the Joint Diploma may vary where current national regulations do not permit such a joint academic certificate.
- 1.4 A Bachelor Student must obtain 180 ECTS to complete the Joint Bachelor Programme and meet any other requirements agreed to form part of the regulations associated with the Joint Degree. If national regulations require a minimum percentage of education including final assignment followed, completed, and passed at the degree-granting university in order to receive a Joint Degree, then the respective Degree Awarding Partner establishes additional requirements for this purpose, which will be further outlined in the EER.



## **Clause 2      Organizational structure**

2.1 The organizational structure of the Consortium shall comprise the following Consortium Bodies:

- Strategic Council;
- Executive Committee;
- Coordinating Committee;
- Coordinating University;
- Programme Committee;
- Quality Assurance Board;
- Examination Board; and
- Board of Appeals.

2.2. An organizational chart of the Consortium Bodies is included in **Appendix A**.

### **2.3. Strategic Council**

- a. The Strategic Council is the highest decision making body within the YUFE Alliance. The further composition and tasks of the Strategic Council are defined in document 2401\_YUFE Strategic Council\_V1.
- b. The Strategic Council has the following tasks and duties in relation to the Joint Bachelor Programme:
  - To adopt and revise the Consortium Agreement and its Implementation Agreements.
  - To decide on the composition of the Consortium and status of Partner Universities (Degree Awarding Partners and Mobility Partners as mentioned in clause 21).
  - To adopt and revise the EER based on the proposal of the Programme Committee, as mentioned in clause 2.3 under c.
  - To establish and monitor financial policy, including the Financial Implementation Agreement for the Joint Bachelor Programme.
  - To manage and decide about the finances of the Consortium.
  - To make the necessary decisions for the proper functioning of the Coordinating Committee.
  - To formulate decisions facilitating the work of the Coordinating Committee.
  - To appoint the Coordinating University.
  - To decide on the accession to the Consortium of third parties (as mentioned in clause 22).
- c. The Strategic Council (yearly) establishes the EER after consultation with the Quality Assurance Board and the Programme Committee, as laid down in this agreement.

### **2.4 Executive Committee**

- a. The Executive Committee is a body within the YUFE Alliance. The further composition and tasks of the Executive Committee are defined in document 2401\_YUFE Executive Committee\_V1.
- b. The Executive Committee has the following tasks and duties in relation to the Joint Bachelor Programme:
  - Propose agenda items for the YUFE Strategic Council meetings and support the decision making of the Strategic Council and implementation of agreed actions.

### **2.5 Coordinating Committee**

- a. The Coordinating Committee shall have an obligation to adhere to the decisions and policies of the Strategic Council.

- b. Every Partner University is represented by a one member (being a Programme Management Expert), also the Student Forum is represented by one member. The number of members depends on the amount of Partner Universities.
- c. The Strategic Council may grant the title of “*chair of the Coordinating Committee*” to one member of the Coordinating Committee. The Strategic Council shall at all times be authorized to divest the member of this title. The member of the Coordinating Committee from the Partner University that functions as the Coordinating University, cannot be appointed as the chair of the Coordinating Committee.
- d. The members shall be appointed by the Strategic Council, upon nomination by the respective Partner Universities. Each member may be suspended or removed by the Strategic Council at any time, after advice from the Partner University the member represents.
- e. The term of appointment will be 6 years (equivalent to the accreditation period). This term may be extended once for an additional 6 years. The Strategic Council may change this term.
- f. In the following instances a member shall be replaced by the Partner University:
  - The member of the Coordinating Committee is no longer employed by the Partner University or their role has changed in such a way that they would no longer be eligible to be a member of the Coordinating Committee;
  - The member of the Coordinating Committee has acquired a management position at the Partner University or within the Consortium or another potential conflict of interest or risk of impartiality has been identified;
  - In case a two-third majority of the members of the Coordinating Committee decides that the member does not perform adequately or is not performing the required role;
  - In case of prolonged absence (due to illness or other reasons) or death of a member;
  - Upon personal request of the member;
  - The representative of the Student Forum is no longer a student or no longer a member of the Student Forum.
- g. All members have the right to vote and assembly.
- h. Resolutions of the Coordinating Committee shall be adopted by a Consensus of the votes cast at a meeting for which the resolution was placed on the agenda. If no Consensus can be reached, the decision will be submitted to the Strategic Council, who will make a decision.
- i. The Coordinating Committee has the following tasks and duties:
  - Policy-making and leadership over the Joint Bachelor Programme.
  - Operational and daily management of the Joint Bachelor Programme.
  - Coordination with the Programme Committee and Quality Assurance Board.
  - To appoint the members of the Programme Committee, Examination Board, Board of Appeals and other Consortium Bodies.
  - To determine the Admission requirements, eligibility criteria, Selection Criteria and procedure for the Joint Bachelor Programme.
  - Financial management, in close consultation with the Financial Expert Group (to present for decision to the Strategic Council), and in compliance with national and university regulations in each country.
  - To manage public relations (with third parties).
  - (Re)Accreditation of the Joint Bachelor Programme, in coordination with the Coordinating University and the Quality Assurance Board.
  - To provide support for the Coordinating University.
  - To perform investigations on administrative processes in the Partner Universities to find practical solutions to run the Joint Bachelor Programme.



- To monitor the balance between the incoming Bachelor Students and the available seats in the Joint Bachelor Programme, and signal the Strategic Council as needed.

## **2.6 Coordinating University**

- a. The Coordinating University shall have the obligation to adhere to the decisions of the Coordinating Committee. The Coordinating University will be (per decision by the YUFE Strategic Council on 1 March 2024) the University of Antwerp.
- b. In case of changing the Coordinating University, the Coordinating Committee shall advise the Strategic Council about the choice of the Coordinating University (from the Degree Awarding Partners), based on nomination from the Partner University in question. The Strategic Council appoints the Coordinating University.
- c. The term of appointment will be 6 years (equivalent to the accreditation period). The Coordinating Committee may change this term. Furthermore, the Coordinating Committee determines whether the term is extended once again. The final decision will be taken by the Strategic Council.
- d. If a decision of the Coordinating University affects any of the other Partner Universities, this decision will be presented to the Coordinating Committee for approval. The decision of the Coordinating Committee must be adopted by Consensus. If no Consensus by the Coordinating Committee can be reached, the decision will be submitted to the Strategic Council, who will make a decision.
- e. The Coordinating University has the following tasks and duties:
  - To handle the main administrative and organizational processes of the Joint Bachelor Programme.
  - To support the (re)accreditation process.
  - To issue the degree documents (Joint Diploma and Diploma Supplement), upon recommendation of the Examination Board. Degree awarding partners can in exceptional circumstances, where national regulations require it, themselves issue additional national diplomas.
  - To keep all Partner Universities informed about relevant matters.
  - To keep records of student enrollments in the Joint Bachelor Programme, and send them to the Partner Universities when needed.
- f. For the execution of these tasks and duties, direct communication with the Partner Universities is permissible. The Coordinating Committee may be approached for consultation purposes.

## **2.7 Programme Committee**

- a. Every Partner University is represented by one member, appointed by the Coordinating Committee upon nomination of the Partner University. Also the Student Forum is represented by one member. The number of members depends on the amount of Partner Universities.
- b. The Coordinating Committee may grant the title of “*chair of the Programme Committee*” to one member of the Programme Committee. The Coordinating Committee shall at all times be authorized to deprive the member of this title.
- c. The members shall be appointed by the Coordinating Committee. Each member may be suspended or removed by the Coordinating Committee at any time, after advice from the Partner University the member represents.

- d. The term of appointment will be 6 years (equivalent to the accreditation period). This term may be extended once for an additional 6 years. The Coordinating Committee may change this term.
- e. Resolutions of the Programme Committee shall be adopted by a Consensus of the votes cast at a meeting for which the resolution was placed on the agenda. If no Consensus can be reached, the decision will be submitted to the Coordinating Committee, who will make a decision.
- f. In the following instances a member shall be replaced by the Partner University:
  - The member of the Programme Committee is no longer employed by the Partner University or their role has changed in such a way that they would no longer be eligible to be a member of the Coordinating Committee;
  - The member of the Programme Committee has acquired a management position at the Partner University or within the Consortium or another potential conflict of interest or risk of impartiality has been identified;
  - In case a two-third majority of the members of the Programme Committee decides that the member does not perform adequately or is not performing the required role;
  - In case of prolonged absence (due to illness or other reasons) or death of a member;
  - Upon personal request of the member;
  - The representative of the Student Forum is no longer a student or no longer a member of the Student Forum.
- g. All members have the right to vote and assembly.
- h. The Programme Committee has the following tasks and duties:
  - To manage the Bachelor Programme Curriculum: discussing and implementing revisions based on input from Quality Assurance Board, internal and external stakeholders and other relevant sources.
  - To create related subgroups where needed (such as: Minor Coordinators, Academic Advisors, Decentral Admission Officers and Challenge Course Coordinators).
  - To request Partner Universities to increase the number of seats in educational provision contributing to Joint Bachelor Programme.
  - To propose the EER to the Strategic Council, including the content of specializations, the study load, and the form of educational evaluations.
  - Advise on the content of the Joint Bachelor Programme, its assessment, and examination processes.
  - To discuss educational evaluations, identify and analyse developments within the programme, and advise on improvement measures. Identify problems among students and staff, for example, through discussions or surveys.

## **2.8 Quality Assurance Board**

- a. The Quality Assurance Board is the body within the YUFE alliance, as referred to in the YUFE Quality Assurance Framework document QUA\_QA Framework V4. This document also defines the composition and working of the Quality Assurance Board.
- b. The Quality Assurance Board has the following tasks and duties in relations to the Joint Bachelor Programme:
  - To monitor the quality of the Joint Bachelor Programme.
  - To design and implement quality enhancement policies.

- To monitor progress against targets.
- To support the (re)accreditation processes.
- To advise the Programme Committee on the EER.

## **2.9 Examination Board**

- Every Partner University is represented by one member. The number of members depends on the amount of Partner Universities.
- Members shall be appointed by the Coordinating Committee upon nomination of the Partner University.
- Members shall be independent, appointed to ensure the Board remains impartial and there are no potential conflicts of interest, hence members cannot simultaneously fulfil management functions at the Partner University and/or within the Consortium.
- The members of the Examination Board appoint “*the chair of the Examination Board*” and “*the vice-chair of the Examination Board*”.
- The term of appointment will be 6 years. This term may be extended for an additional 6 years. The Coordinating Committee may change this term.
- In the following instances a member shall be replaced by the Partner University:
  - The member of the Examination Board is no longer employed by the Partner University or their role has changed in such a way that they would no longer be eligible to be a member of the Board;
  - The member of the Examination Board has acquired a management position at the Partner University or within the Consortium or another potential conflict of interest or risk of impartiality has been identified;
  - In case a two-third majority of the members of the Examination Board decides that the member does not perform adequately or is not performing the required role;
  - In case of prolonged absence (due to illness or other reasons) or death of a member; or
  - Upon personal request of the member.
- The Partner Universities ensure the quality of examination and grading where these relate to award of the Joint Degree. Every Partner University is fully responsible for the examination and grading of the course(s) it offers in the Joint Bachelor Programme.
- The Examination Board advises the Programme Committee on matters relating to the coherence of the overall Joint Bachelor Programme structure and assuring that the Joint Bachelor Programme design enables acquiring the intended qualification.
- Every Partner University ensures that the assessment and examination of its courses offered in the Joint Bachelor Programme takes place in accordance with their national higher education legislation and the Education and Examination Regulations of the Joint Bachelor Programme, *inter alia* regarding types of coursework, exams, grading, retake opportunities, waivers, irregularities during examination, academic integrity (including fraud and plagiarism), inspection, and the right to appeal.
- The Examination Board gives advice to Partner Universities, establishes guidelines and performs general oversight regarding examination and grading issues relating to the Joint Bachelor Programme and helps to ensure that all Partners Universities comply with the strictest national higher education laws.
- The Examination Board confirms that the Bachelor Students meet the requirements for study progression and completion of the Joint Bachelor Programme at set points during the Joint Bachelor Programme, as defined in the EER.

- l. The Examination Board can give a recommendation to the Coordinating University to issue a Joint Degree on behalf of the Degree Awarding Partners, if such a recommendation is necessary according to the national regulations.
- l. The Partner Universities offer all information and cooperation that the Examination Board needs to perform its tasks effectively.
- m. Resolutions of the Examination Board shall be adopted by a Consensus of the votes cast at a meeting for which the resolution was placed on the agenda. If no Consensus can be reached, the members of the Examination Board enter into consultations with each other in order to reach a joint solution.
- n. All members have the right to vote and assembly.
- o. The Examination Board establishes its own operational processes and procedures for performing its activities, taking into account the provisions set forth in this clause.
- p. The Examination Board annually makes a report on its activities which it presents to the Coordinating Committee and the Strategic Council.

## **2.10 Board of Appeals**

- a. The Board of Appeals consists of 3 members. Members can be nominated upon recommendation by the Partner Universities and appointed by the Coordinating Committee.
- b. The term of appointment will be 6 years. This term may be extended for an additional 6 years. The Coordinating Committee may change this term.
- c. The (independent) Board of Appeals is competent to hear and decide on appeals against the decision of the Examination Board. Both Bachelor Students and Partner Universities can file an appeal.
- d. In the event of a decision by the Examination Board, the individual may appeal that decision to the alliance Board of Appeals. The person concerned may - if necessary, proportionate and subsidiary - seek injunctive relief from the Board of Appeals.

## **Clause 3 Decision Acknowledgement Document**

- 3.1 Each (thereto competent body of a) Partner University will acknowledge the decisions being made by the Strategic Council, Executive Committee, Coordinating Committee, Coordinating University, Programme Committee, Board of Appeals and the Examination Board. The representatives in these Consortium Bodies can make decisions on behalf of the Partner University. This acknowledgement means that these bodies can perform their tasks and duties as stated in this Consortium Agreement. The Quality Assurance Board and Financial Expert Group function under the Consortium Agreement for the Joint Bachelor Programme.
- 3.2 The acknowledgement of decisions as mentioned in the preceding clause will be formalized in a Decision Acknowledgement Document, which is provided as **Appendix B**. The Decision Acknowledgement Document outlines the collaborative efforts of the Partner Universities, through the YUFE bodies, involved in the Joint Bachelor Programme. The Decision Acknowledgement Document is crucial for ensuring clarity, coherence, and effective management of the Joint Bachelor Programme, enabling all Partner University to work together towards common goals while respecting their respective interests and roles.
- 3.3 The designated authority of the Partner University issues the Decision Acknowledgement Document for the duration of the Joint Bachelor Programme or the Partner University's participation in the Joint Bachelor Programme, taking into consideration each Partner Universities' national and institutional regulations and restrictions.
- 3.4 The designated authority of the Partner University is authorized to revoke the Decision Acknowledgement Document at all times, after which it will immediately consult with the Coordinating Committee or Strategic Council about the impact of such revocation on their

participation in the Joint Bachelor Programme. A revocation of the Decision Acknowledgement Document does not affect decisions already made by the Consortium Body to which the Decision Acknowledgement Document applies, and to which decisions the particular Partner University must still comply.

#### **Clause 4 Consortium Agreement and implementation agreements**

- 4.1 The Partner Universities consider the following implementation an agreements an integral part of this Consortium Agreement, to which Partner Universities are fully committed:
- Education and Staff Implementation Agreement;
  - Financial Implementation Agreement; and
  - Decision Acknowledgement Document.
- 4.2 The following appendices are attached to the Education and Staff Implementation Agreement:
- Appendix 1: Curriculum;
  - Appendix 2: ILO's;
  - Appendix 3: Minors;
  - Appendix 4: Course Descriptions;
  - Appendix 5: ECTS Grade conversion table.

#### **Clause 5 Joint Bachelor Programme schedule**

- 5.1 The intended period of study for the Joint Bachelor Programme shall be three years, consisting of six semesters. This time frame is an intention. It is allowed for the Bachelor Student to participate more than three years, taking into consideration every Partner Universities' national and institutional regulations and restrictions. Bachelor Students must successfully complete 180 ECTS of the Joint Bachelor Programme.
- 5.2 Each semester usually has a study load of 30 ECTS.
- 5.3 Bachelor Students will attend a maximum of 4 semesters at one Partner University within the Consortium and attend a minimum of 2 semesters doing a Minor at one or more Partner Universities within the Consortium (different from the Starting University in semester 1 and 2). Variations to this may be considered by the Examination Board under extenuating circumstances.
- 5.4 The Joint Bachelor Programme offers, following the Open Curriculum Philosophy (approach), a high degree of personalized learning paths for students across Partner Universities. Following the Open Curriculum Philosophy (approach), Bachelor Students can choose to attend various courses offered by other Partner Universities to personalize their learning paths, which can be offered by the Degree Awarding Partners or Mobility Partners. The Partner Universities refer to the Education and Staff Implementation Agreement and the EER for the elaboration of the Open Curriculum Philosophy (approach).

#### **Clause 6 Admission**

- 6.1 The Coordinating Committee determines the formal eligibility criteria for the Bachelor Students who want to be admitted. In case specific national legislation does not allow what is determined by the Coordinating Committee, for that Partner University the prevailing (national) regulations will prevail.
- 6.2 Number of enrollments is not limited to a maximum in Academic Year 2025-2026.
- 6.3 In the existence of restrictions based on national legislation and/or organizational capacities, a Partner University can decide to limit the number of enrollments at its institution in one or

more Academic Years and the number of seats available in a Minor at the Partner University. This decision must be communicated to the Coordinating Committee in a timely manner before the commencement of the application procedure for the succeeding Academic Year. The limitations imposed by one or more Partner Universities will not restrict overall access to the Joint Bachelor Programme.

- 6.4 In case one or more Partner Universities decide to limit the number of enrollments at their institution, the Coordinating Committee will establish the selection criteria and procedures to be employed by them. In case that specific national legislation does not allow what is determined by the Coordinating Committee, for that Partner University the prevailing (national) regulations will apply.
- 6.5 Appeals concerning selection and admission decisions must be processed at the Starting University.

#### **Clause 7          Enrollment of Bachelor Students**

- 7.1 Bachelor Students will enroll in the Joint Bachelor Programme through the Degree Awarding Partner of their choice, which will be their Starting University, via the normal enrollment procedure of the Partner University/country.
- 7.2 Besides being enrolled at the Starting University, all Bachelor Students for the Joint Bachelor Programme shall for the duration of the Joint Bachelor Programme (administratively) be registered at the other Partner Universities as well, to the extent permitted by prevailing legislation. Registered administratively entails being included in the student records of Partner Universities as Bachelor Students studying in the Joint Bachelor Programme in order to access Bachelor Student support as outlined in Clause 11.

#### **Clause 8          University roles**

- 8.1 One of the Degree Awarding Partners will be the Coordinating University for the Joint Bachelor Programme.
- 8.2 Degree Awarding Partners commit to having in place a Decentral Admission Officer and/or Student Officer and/or Mobility Coordinator, a Minor Coordinator and an Academic Advisor as described under Clause 11.2.
- 8.3 Mobility Partners commit to having in place an Academic Advisor and a Decentral Admission Officer and/or Student Officer and/or Mobility Coordinator and a Minor Coordinator as described under Clause 11.2.
- 8.4 Partner Universities, when receiving Bachelor Students either as Starting University or as Host University, shall provide reasonable efforts to assist them with finding suitable accommodation within reasonable distance to university campus.
- 8.5 Partner Universities agree on the overall commitment to the Joint Bachelor Programme (and the courses and minors listed in the yearly EER) for the entire duration of the six year accreditation period and independently of student numbers at individual Partner Universities. This overall commitment reflects the principle of solidarity underlying the collaboration in YUFE. However, Partner Universities can set restrictions on the number of places in Minors and/or courses.



**Clause 9 Financial agreements**

- 9.1 All financial agreements between the Partner Universities, including with regard to tuition fees, are dealt with in the Financial Implementation Agreement that forms part of this Consortium Agreement.

**Clause 10 Insurance, ethics and inclusivity**

- 10.1 The Starting University will inform its Bachelor Students that they must take care of insurances regarding health, liability, accident et cetera on their own.
- 10.2 Every Partner University warrants and represents that it has sufficient coverage applicable to the officers, employees and agents of that Partner University while acting within the scope of their employment. Every Partner University shall at the request of the other Partner Universities provide certificates of currency of insurance or other evidence of insurance upon demand.
- 10.3 Every Partner University undertakes to provide general information to Bachelor Students on health and safety prior to undertaking a mobility period.
- 10.4 Every Partner University undertakes to have suitable arrangements in place for health and safety, in compliance with relevant legislation and provide appropriate information, instruction, training and supervision for the Bachelor students' health and safety.
- 10.5 Every Partner University shall inform the Bachelor Student of their obligation to comply with health and safety requirements, and to report any health and safety concerns, accidents or incidents which they are involved to the relevant bodies.
- 10.6 All Partner Universities strictly adhere to the rules and principles of academic integrity that are applicable to them.
- 10.7 All Partner Universities warrant and endorse an inclusive and safe study and working environment at their campuses and also the Virtual Campus.

**Clause 11 Student support and obligations**

- 11.1 All Partner Universities will ensure that all Bachelor Students are able to access a range of Bachelor Student support services, to be proposed by the Coordinating Committee adhering to national legislation. The Strategic Council shall review the proposal and may approve the proposal, request modifications, or reject the proposal with reasons.
- 11.2 All Partner Universities will in addition to teachers and thesis supervisor(s), as endorsed by the Coordinating Committee, ensure:
- a sufficient number of Academic Advisors available to students for guidance related to the Bachelor Curriculum for any enrolled Bachelor Students at their Degree Awarding Partner;
  - a sufficient number of Decentral Admission Officer(s) and Mobility Coordinator(s) for administrative processing of Bachelor Student, course, grade data, mobility calls and mobility administration in both the local university system and the Virtual Campus;
  - a Minor Coordinator is in place for each Minor (and may be responsible for more than one Minor); and
  - a Challenge Course Coordinator is in place for each Challenge Course activity.
- 11.3 The Degree Awarding Partners aim to organize sufficient mobility funds, such as Erasmus+ or Turing schemes, to fund the exchange of Bachelor Students for at least 2 Minors at other

Partner Universities than their Starting University as an obligatory part of the Joint Bachelor Programme.

- 11.4 The Partner Universities acknowledge that all Bachelor Students must abide by the national laws of the countries involved and the regulations, rules and policies of the Starting and Host Universities they attend as part of the Joint Bachelor Programme.
- 11.5 Bachelor Students who fail to abide by the requirements of a student visa, as described in the Education and Staff Implementation Agreement, can be subject to disciplinary action and may be required to deregister and disenroll from the Joint Bachelor Programme and leave their Starting University. The Starting University decides upon any actions taken.

#### **Clause 12      Language**

- 12.1 The language of instruction, teaching and examination in the Joint Bachelor Programme is English. The Partner Universities can decide that in specific cases exemptions are allowed, where this is in line with the Joint Bachelor Programme design as approved by the Programme Committee.

#### **Clause 13      Degree; diploma; diploma supplement**

- 13.1 Upon successful completion of the Joint Bachelor Programme, the Degree Awarding Partners award a Joint Degree and a Joint Diploma to Bachelor graduates (in accordance with applicable national regulations) issued by the Coordinating University on behalf of the Degree Awarding Partners (and in addition for the Bachelor Students for whom UEF is the Starting University a national diploma by UEF), to the extent permitted by prevailing legislation and their respective tasks and duties thereto. The format of the Joint Diploma may vary where national regulations require this.
- 13.2 Upon graduation the Coordinating University shall provide graduates of the Joint Bachelor Programme with a grade transcript, as well as a diploma supplement in English. The diploma supplement shall provide detailed information about the international character, nature, regulations, and the ECTS obtained in the Joint Bachelor Programme.
- 13.3 The design and creation of the Joint Diploma template shall be completed in the year 2024.

#### **Clause 14      Internal and external quality assurance of the Joint Bachelor Programme**

- 14.1 Each Degree Awarding Partner is individually responsible for the quality of its education and examination, according to the principles, rules and procedures established by their national and institutional regulations and the EER of the Joint Bachelor Programme (i.e. Urban Sustainability Studies).
- 14.2 For the purpose of continuous enhancement of the Joint Bachelor Programme, internal quality monitoring, enhancement planning, and follow-up of quality enhancement measures will be conducted, in accordance with the YUFE Quality Assurance Framework.
- 14.3 Consortium bodies responsible for internal quality assurance of the Joint Bachelor Programme are the Quality Assurance Board and Examination Board.
- 14.4 The Joint Bachelor Programme will be externally accredited every 6 years according to the European Approach for Quality Assurance. The results of the quality assurance processes of individual Partner Universities are part of the assessment.
- 14.5 The Coordinating Committee will be responsible for carrying out the accreditation processes of the quality agency, under coordination of the Quality Assurance Board. The Partner

Universities commit themselves to participate in any academic review, inspection or audit of the Joint Bachelor Programme as required by the accreditation organization.

#### **Clause 15      Teaching**

- 15.1 All Partner Universities will provide qualified academic staff to deliver the Joint Bachelor Programme. Further conditions are specified in the Education and Staff Implementation Agreement.

#### **Clause 16      Publicity and promotional material**

- 16.1 All substantive (general) publicity material of the Joint Bachelor Programme must be authorized by the Coordinating Committee. Each Partner University authorizes use of its name and logo for the purposes related exclusively to the Joint Bachelor Programme only. General marketing materials will be jointly produced for general use, if that is possible.
- 16.2 Partner Universities are authorized to use their own materials in their native languages for the purpose of promoting the Joint Bachelor Programme on a personal or local level, provided such use strictly adheres to the terms and conditions set forth in the Consortium Agreement. This permission aims to facilitate effective local engagement and promotion of the Joint Bachelor Programme, while ensuring that all promotional activities are in full compliance with the overarching goals and regulatory framework of the Consortium.

#### **Clause 17      Privacy and Intellectual Property rights**

- 17.1 It is agreed by all Partner Universities that any intellectual property created prior to the start of the Consortium Agreement will remain the property of the original owner.
- 17.2 Every Partner University hereby commits to fully comply with the General Data Protection Regulation (GDPR) (EU) 2016/679 and any applicable national data protection laws and regulations in the processing of personal data under this Agreement.
- 17.3 Every Partner University shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with the GDPR, including but not limited to pseudonymization and encryption of personal data, ensuring the ongoing confidentiality, integrity, availability, and resilience of processing systems and services, and restoring the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- 17.4 Every Partner University acknowledge that an overarching YUFE GDPR agreement will be developed and entered into at a later date to cover the entire organization's data protection obligations comprehensively. Upon execution, the overarching GDPR agreement will supersede this clause to the extent of any conflict or inconsistency.
- 17.5 Every Partner University shall be responsible for any penalties, fines, or liabilities incurred due to their non-compliance with GDPR and applicable data protection laws in relation to their data processing activities under this Agreement.
- 17.6 It is also agreed that the ownership and/or control of intellectual property rights generated in connection with the framework of the Consortium Agreement should apply as follows:
- if generated by the Bachelor Student, subject to the rules of the Partner University where the Bachelor Student performed the activity during the time the intellectual property rights were created;
  - if generated by staff, subject to the rules of the employing Partner University.

- 17.7 Two or more Partner Universities own results jointly if they have jointly generated them in the proportion of their contribution to creating such results. Nevertheless, it will be necessary to establish the respective contribution of each Partner University. The joint Partner Universities shall agree separately on detailed conditions for the exploitation of their jointly owned results. Should the joint Partner Universities fail to reach an agreement as regards their jointly owned results, each joint Partner University shall be entitled to use the jointly owned results independently as it sees fit.

#### **Clause 18 Duration and renewal of the Consortium Agreement**

- 18.1 The Consortium Agreement shall enter into force the first day of the first month after the NVAO Flanders has notified the University of Antwerp in writing that the European Approach accreditation has been granted (**Effective Date**).
- 18.2 The duration of the Consortium Agreement is 6 years counting from the Effective Date. Without any counter notice by Partner Universities within the Strategic Council, the Consortium Agreement will continue by default under the current terms.

#### **Clause 19 Macro Eligibility Application**

- 19.1 The effective participation of a Partner University in the Joint Bachelor Programme is contingent upon the successful approval of the Macro eligibility application, in the case national regulation requires this. Should the Macro eligibility application be not approved, this event shall activate the resolute condition herein, resulting in the automatic cessation of the Partner University's participation in the Joint Bachelor Programme. The Partner University shall promptly notify the other Partner Universities of the Macro eligibility application's outcome. Upon notification of an unapproved application, the resolute condition shall take effect immediately, and the Partner University shall be released, without any duty to compensate, from its obligations related to the Joint Bachelor Programme without any further action required by any Partner University.

#### **Clause 20 No assignment or subcontracting**

- 20.1 Neither Partner University shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other Partner Universities.
- 20.2 No Partner University shall, without the prior consent in writing of the others, assign or sublet the whole or any part of the services which it is to undertake pursuant to this Consortium Agreement.

#### **Clause 21 Change in roles**

- 21.1 Involved Partner Universities can change their role within the Joint Bachelor Programme (from Mobility Partner to Degree Awarding Partner and the other way around) – only after the Joint Bachelor Programme has been accredited - subject to a decision by the Strategic Council, in compliance with the national and Partner University regulations in each country. The Strategic

Council examines the implications for the accreditation of the Joint Bachelor Programme and takes action if necessary.

#### **Clause 22      Accession of new universities**

- 22.1 Other universities (“**Acceding University**”) may be admitted to the Consortium Agreement by Consensus of the Strategic Council. Such Consensus shall not be unreasonably withheld.
- 22.2 The Acceding University shall submit a written application to the Coordinating Committee. The application shall include details regarding the Acceding University's commitment to the objectives and terms of the Joint Bachelor Programme and its added value to the Consortium. The Acceding University will have to clearly specify which role it wishes to adopt: 1) Mobility Partner or 2) Degree Awarding Partner.
- 22.3 The Coordinating Committee shall review the application and make a recommendation to the Strategic Council. Admission of the Acceding University shall be subject to the approval of the Strategic Council.
- 22.4 Upon admission, the Consortium Agreement shall be amended to reflect the inclusion of the Acceding University, and the Acceding University shall become a full Partner University to this Consortium Agreement.
- 22.5 Upon admission, the Acceding University shall be entitled to all the rights and privileges accorded to the original Partner Universities under this Consortium Agreement.
- 22.6 The Acceding University shall assume its share of the obligations and responsibilities as outlined in this Consortium Agreement.

#### **Clause 23      Withdrawal**

- 23.1 For the duration of the accreditation, no Partner University may terminate their participation to the Consortium Agreement without cause. After the accreditation has expired and reaccreditation is in order, a Partner University may terminate its participation to the Joint Bachelor Programme, subject to 12 months written notice before the reaccreditation is pending.
- 23.2 The Partner Universities agree that they will enter into consultation within the Strategic Council, if one or more of the Partner Universities indicates a desire to withdraw from the Joint Bachelor Programme.
- 23.3 A Partner University gives timely notice to the Coordinating Committee that it has a desire to terminate the Consortium Agreement and withdraw from the Joint Bachelor Programme. Timely notice shall in any case mean notice to the Coordinating Committee no later than 12 months before reaccreditation is pending.
- 23.4 The outgoing Partner University bears its own responsibilities regarding the Bachelor Students following the Joint Bachelor Programme, to whom the Partner University is the Starting University. The outgoing Partner University will provide its Bachelor Students with a reasonable opportunity to finish the Joint Bachelor Programme.
- 23.5 The outgoing Partner University will commit to the Joint Bachelor Programme until the end of the current accreditation.
- 23.6 Except in case of termination as mentioned in Clause 26, termination shall not affect any rights or obligations of a Partner University leaving the Consortium, incurred prior to the date of termination, unless otherwise agreed between the leaving Partner University and the Coordinating Committee.

**Clause 24      Liability and Force Majeure**

- 24.1 No Partner University shall be responsible to the other Partner Universities for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenues or loss of contracts, provided such damage was not caused by a willful act or by a breach of confidentiality.
- 24.2 Every Partner University shall be solely liable for any loss, damage, or injury to third parties resulting from the performance of the said Partner University's obligations by it or on its behalf under this Consortium Agreement or from its use of intellectual property of another Partner University.
- 24.3 The Strategic Council has the authority to make policy on the limitation of a Partner University's aggregate liability towards the other Partner Universities collectively, unless the damage has been caused by the gross negligence or the willful act. The Strategic Council will establish a policy before the start date of Academic Year 2025-2026.
- 24.4 No Partner University shall be considered to be in breach of the Consortium Agreement, if it is prevented from fulfilling its obligations under the Consortium Agreement by an extraordinary event or circumstance beyond the control of the Partner University, such as a war, strike, riot or crime (hereinafter: Force Majeure). The procedure in Clause 29 will be followed if there is a dispute on this between one or more Partner Universities.
- 24.5 Each Partner University will notify the other Partner Universities of any Force Majeure without undue delay.

**Clause 25      Confidentiality**

- 25.1 The Partner Universities acknowledge that, in the course of collaboration under this Consortium Agreement, each may have access to confidential information belonging to the other Parties.
- 25.2 For the purposes of this Consortium Agreement, "*confidential information*" shall mean any non-public information, which is marked as "confidential", including but not limited to, programme details, strategic plans on the Joint Bachelor Programme, and any other information marked as confidential or disclosed in circumstances indicating its confidentiality within the Joint Bachelor Programme.
- 25.3 All Partner Universities agree to treat all confidential information received from the other Partner Universities with the same degree of care as each Partner University accords to its own confidential information. The Parties shall not disclose, reproduce, or use confidential information for any purpose other than the performance of their obligations under this Consortium Agreement.
- 25.4 The obligations of confidentiality and non-disclosure shall not apply to information that:
- Is or becomes publicly available through no fault of the receiving Partner University.
  - Was already in the possession of the receiving Partner University without restriction on disclosure prior to receipt from the disclosing Party.
  - Is independently developed by the receiving Partner University without reference to or reliance upon the confidential information.
- 25.5 Confidential Information may be disclosed to employees, agents, Bachelor Students or representatives of a Partner University on a need-to-know basis for the purposes of fulfilling



obligations under this Consortium Agreement, provided that such individuals are bound by obligations of confidentiality no less restrictive than those contained herein.

- 25.6 The obligations of confidentiality and non-disclosure shall survive the termination or expiration of this Consortium Agreement for a period of 6 years.
- 25.7 Upon the termination or expiration of this Agreement, every Partner University shall promptly return or, at the disclosing Party's option, destroy all copies of the confidential information received from the other Partner Universities.
- 25.8 Notwithstanding the foregoing, if a Partner University is required by law, regulation, or court order to disclose confidential information, such Partner University shall provide prompt notice to the other Partner Universities to enable them to seek a protective order or other appropriate remedy.
- 25.9 In the event of a breach or threatened breach of this confidentiality provision, the disclosing Partner University shall be entitled to seek injunctive relief, specific performance, or any other available legal remedy.

#### **Clause 26 Termination of the Consortium Agreement**

- 26.1 Each Partner University may recommend to the Coordinating Committee to remove the other Partner University, if the Partner University:
- commits a material breach of any of its obligations under this agreement which it does not remedy within 3 months of written notice of such breach, or have a plan to remedy within a timeframe agreed by the Coordinating Committee; or
  - loses or does not obtain a quality mark according to the applicable law or rules in its home country;
  - becomes insolvent; or
  - ceases to exist.
- The Coordinating Committee submits the Partner University's request to the Strategic Council, after which the Strategic Council decides if the submitted Partner University is removed.
- 26.2 In the event of termination of the Consortium Agreement, current Bachelor Students must have the opportunity to complete the Joint Bachelor Programme. In case of termination of this Consortium Agreement by all of the Partner Universities, no new Bachelor Students will be admitted to the Joint Bachelor Programme.
- 26.3 This Consortium Agreement may also be terminated at any time by Consensus of the Strategic Council.

#### **Clause 27 Changes to the Consortium Agreement**

- 27.1 The Consortium Agreement can be changed within the period, as mentioned in Clause 18, with Consensus of the Strategic Council, in compliance with the national and university regulations in each country. All changes must be contained in a document signed by all of the Partner Universities. This document will then be annexed to this Consortium Agreement.
- 27.2 Changes made to the Consortium Agreement will not affect Bachelor Students already enrolled in the Joint Bachelor Programme at that time unless the changes are in favor of the students.

**Clause 28      Legal remedies**

- 28.1 If and to the extent that one of the Consortium Bodies - not being the Examination Board - is authorized under the Decision Acknowledgement Document to take decisions or perform acts which may have consequences, a natural or legal person who is directly or indirectly affected may submit an appeal to the Coordinating Committee. If the appeal concerns the Coordinating Committee, the Strategic Council will be responsible for considering the appeal.
- 28.2 The further handling of the dispute or complaint will be defined through the Conflict Resolution Mechanism (as defined in document 2402\_YUFE Conflict Resolution Mechanism\_V1) of the YUFE Alliance.
- 28.3 The Coordinating Committee shall advise the Strategic Council who shall ensure an adequate handling of the complaint or dispute, also taking into account any applicable whistleblower policy.
- 28.4 In the event of a decision by the Examination Board, the individual may appeal that decision to the alliance Board of Appeals. The person concerned may - if necessary, proportionate and subsidiary - seek injunctive relief from the Board of Appeals.

**Clause 29      Governing Law and settlement of disputes between the Partner Universities**

- 29.1 If any dispute arises in connection with this Consortium Agreement, the Partner University or Partner Universities requiring it to be resolved must promptly give the other Partner University written notice identifying, and giving details of the dispute.
- 29.2 Within sixty (60) calendar days of a Partner University receiving the notice referred to in Clause 29.1, or such longer period agreed upon by the Partner Universities, a representative nominated by each of the Partner Universities, must in good faith, attempt to resolve the dispute by negotiation.
- 29.3 In the event that the Partner Universities are unable to reach a resolution of the dispute by negotiation within the period referred to in Clause 29.2, the concerned Partner Universities shall follow the procedure with the Conflict Resolution Mechanism (as defined in document 2402\_YUFE Conflict Resolution Mechanism\_V1).
- 29.4 In the event that the procedure with the Conflict Resolution Mechanism does not provide a solution, a procedure may be initiated in accordance with the jurisdiction in accordance with Clause 33. Given that the Coordinating University is located in Belgium, Belgian law applies. The courts of Belgium are subsequently exclusively competent to deal with any and all (counter) claims related to that (first) claim. The (first) date of serving the writ of summons determines when the first claim has been lodged. The choice of forum may change (in accordance with Article 33.3) if the Coordinating University changes.

**Clause 30      Language of the Consortium Agreement**

- 30.1 The Consortium Agreement is drawn up in the English language, which language shall govern all documents, notices and meetings for its performance and application and/or extension or in any other way relative thereto. The valid text by law shall be the text in English.

**Clause 31      Counterparts**

- 31.1 The Partner Universities shall each sign ten (10) counterparts. The Coordinating University has an obligation to send copies of all the signed counterparts to each Partner University within sixty (60) days of receipt of the signed counterparts.

**Clause 32      Dissolution of the Consortium Agreement**

- 32.1 The Partner Universities agree that the Consortium Agreement only comes into force when all the required procedures regarding accreditation of the Joint Bachelor Programme have been successfully completed (when the NVAO Flanders has notified the University of Antwerp in writing that the European Approach accreditation has been granted), and the Joint Bachelor Programme is officially accredited and registered in all partner countries.

**Clause 33      Final Provisions**

- 33.1 In the event that any provision of this Consortium Agreement is found to be invalid, illegal, or unenforceable under the law of any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consortium Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Instead, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its original intent to the greatest extent possible. If such modification is not possible, the provision shall be severed from this Consortium Agreement, and the remainder of the Consortium Agreement shall remain in full force and effect within that jurisdiction, as well as in others where the provisions are valid and enforceable.
- 33.2 In cases where matters arise that are not expressly addressed in this Consortium Agreement, the Strategic Council shall have the authority to make decisions on such matters. These decisions shall be binding on all Partner Universities, provided they do not contravene the national or local laws applicable to the Partner Universities' jurisdictions. This ensures that the Consortium can adapt to unforeseen circumstances and continue to function effectively, while respecting the legal and regulatory frameworks governing each Partner University.
- 33.3 The Consortium Agreement shall be interpreted according to the legislation where the Coordinating University resides. Given that the Coordinating University is located in Belgium, Belgian law applies. If and so far, a Partner University wants to take any matter(s) or interpretation(s) of the Consortium Agreement to court, the courts of Belgium are qualified to give a ruling. The choice of forum may change if the Strategic Council appoints a different Coordinating University.

Signatures of all Partner Universities involved:

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University of Rijeka (UNIRI)

an entity duly established under the laws of Croatia, having its registered offices at Trg braće  
Mažuranića 10, 51000, Rijeka, Croatia, registered at Commercial Court in Rijeka, Croatia (Reg. No.  
040131108),

Rector, Prof. Snježana Prijić-Samaržija, Ph. D.

Agreed and signed on [date] and [place].

.....

Nicolaus Copernicus University in Torun

Vice-Rector for Education, Przemysław Nehring

Agreed and signed on [date] and [place].

.....

University of Eastern Finland

Rector Jukka Mönkkönen

Agreed and signed on [date] and [place].



.....

University of Essex

Vice-Chancellor, Prof. Anthony Forster

Agreed and signed on [date] and [place].

-----  
University of Antwerp

**Universiteit Antwerpen, “UAntwerpen” (further University of Antwerp, “UAntwerp”)**, autonomous educational institution governed by public law, established by the Flemish Decree of 4 April 2003, with registered office at Prinsstraat 13, 2000 Antwerp, Belgium and registered at the Crossroad bank for enterprises with company number 0257.216.482, RPR Antwerp, accessible on the internet via [www.uantwerpen.be](http://www.uantwerpen.be)

Rector Herman Van Goethem

Agreed and signed on [date] and [place].

-----

Universidad Carlos III de Madrid

Rector, Ángel Arias Hernández

Agreed and signed on [date] and [place].

-----

Maastricht University

President, Prof. Dr. Rianne Letschert

Agreed and signed on [date] and [place].

-----  
Sorbonne Nouvelle University

President, Professor Daniel Mouchard

Agreed and signed on [date] and [place].

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University of Bremen

Rector, Prof. Dr. Jutta Günther

Agreed and signed on [date] in [place]



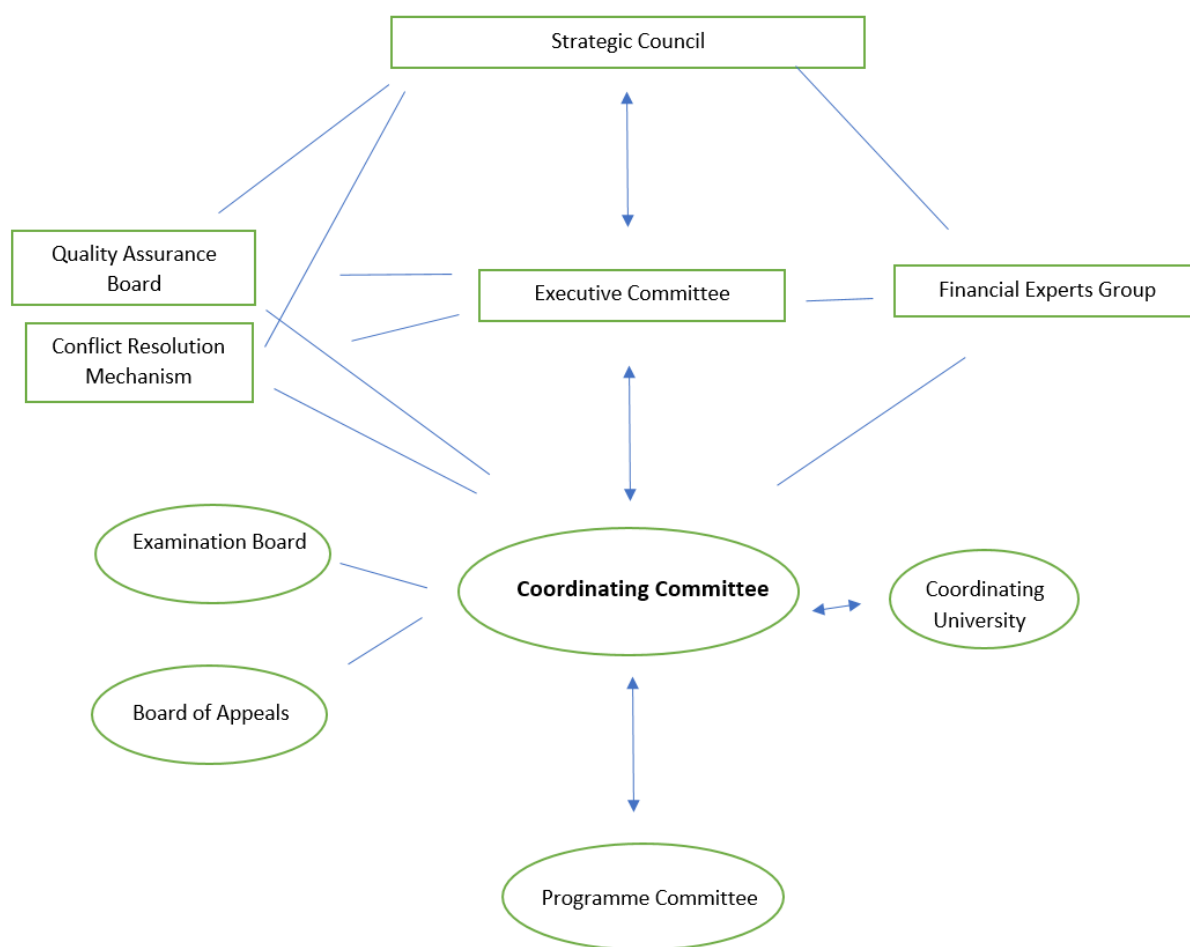
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University of Cyprus

Rector, Professor Tasos C. Christofides

Agreed and signed on [date] in [place].

## APPENDIX A: Organization chart



The Quality Assurance Board, Financial Expert Group, Executive Committee, Conflict Resolution Mechanism, the Examination Board and the Board of Appeals perform their duties independently. These committees don't fall under the Coordinating Committee in the organization chart, but have their own powers for the tasks and duties specified in the consortium agreement for the Joint Bachelor Programme.

\*The Financial Experts Group includes representatives from the Partner Universities who provide input/advise on financial subjects with regard to the YUFE alliance. Their work covers financial subjects related to the level of the YUFE strategies and activities, not the level of the individual partner's internal reporting. The body is only shown in the organization chart given the workflow within the alliance.

## **APPENDIX B: Decision Acknowledgement Document Partner Universities**

### **Decision Acknowledgement**

#### **Partner University**

The [name designated authority], as the designated authority of the Partner University, [name], holds the right under internal regulations within the Partner University or national legislation, to make decisions as set out in the Consortium Agreement for the Joint Bachelor Programme Urban Sustainability Studies developed and delivered by the YUFE alliance.

#### **Acknowledgement**

The designated authority for the [name partner university] acknowledges that the Consortium Bodies as set out in the Consortium Agreement for the Joint Bachelor developed and delivered by the YUFE alliance, more specifically the Strategic Council, Executive Committee, Coordinating Committee, Programme Committee, Board of Appeals, Conflict Resolution Mechanism and Examination Board, make decisions for the YUFE alliance and the Joint Bachelor Programme. Those decisions are specifically limited to decisions relating to the Joint Bachelor Programme within the limits agreed in the Consortium Agreement and are (legally) binding for the Partner University for the duration of the Joint Bachelor Programme or the [name partner university]'s participation in the programme. The Partner University conforms to the made decision(s).

#### **Signatures**

Agreed and signed on [date] in [place].  
Signatures of the party involved:

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[name partner University]  
[name] Authorized to sign]