



## Cooperation Agreement for the Establishment of a Joint Master's Degree Programme in Advanced Digital Technologies for Business between

NATIONAL COLLEGE OF IRELAND [NCI]

and

ALMA MATER STUDIORUM - UNIVERSITA DI BOLOGNA [UNIBO]

and

LINKÖPINGS UNIVERSITET [LIU]

and

UNIVERSIDADE NOVA DE LISBOA [UNL].

#### **Project details:**

Master's Programme focused on the practical application of Advanced Digital Skills within European Companies (DIGITAL4Business)

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European Commision, DIGITAL Europe Programme



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#### About the Digital4Business project

**DIGITAL4Business** is an innovative initiative aimed at developing a highly effective and sustainable European Professional Master's Programme in Advanced Digital Technologies for Business. This aligns with the overarching objectives of the **DIGITAL Europe Programme** by fast-tracking the graduation of a significant number of students through a dynamic and collaborative stakeholder ecosystem. The programme employs a pan-European online approach where Higher Education Institutions (HEIs), Research Centres, Employment Services, and Industry partners co-design, promote, deliver, and continuously improve the curriculum.

The programme focuses on the practical application of **Advanced Digital Technologies for Business**, creating a market-driven academic offering tailored to address the current and future upskilling needs of SMEs and larger companies, thus strengthening Europe's competitiveness.

The modules cover critical topics such as Artificial Intelligence (AI), cybersecurity, and cloud computing, with a strong emphasis on their application in real-world business contexts. By integrating academic and industry expertise, the programme equips graduates with a combination of theoretical understanding and employment-ready digital skills, enhancing career prospects. Additionally, it incorporates **industry-recognised certifications** from leading IT sector partners, ensuring that graduates are prepared to meet professional demands. The joint degree programme will adhere to the **European Approach for Quality Assurance of Joint Programmes (EA)**, enhancing its academic credibility and industry relevance.

#### **Innovative Delivery Model**

The programme leverages a blend of online teaching tools developed by the participating universities and a new 'Master's as a Service' central online platform. This facilitates flexible learning for part-time students and professionals already in employment. Complementary elements, such as mentoring programmes with industry partners, hackathons, industry-focused project-based learning, and coaching on soft skills and job profiles, enrich the learning experience.

#### **Programme Structure and Formats**

The **60 ECTS credit programme** is offered in three formats to accommodate diverse learner needs:

- 1. Part-time Master's programme.
- 2. Part-time accelerated Master's programme.
- 3. Full-time Master's programme.
- 4. Individual modules as micro-credentials and short courses for targeted skills acquisition.

From 2025, multiple cohorts of part-time and full-time students will be launched. At least one part-time and two full-time cohorts will be completed during this period. The initial cohorts will act as pilots, benefiting from an annual review and improvement cycle.



DIGITAL4Business underscores its commitment to accessibility and flexibility, ensuring that the programme serves a diverse student base across Europe. By addressing the critical digital skills gap, it aligns with the broader goals of the DIGITAL Europe Programme and contributes to building a skilled, competitive, and future-ready workforce for Europe.

This revised version maintains the original intent and aligns with the descriptions provided in the supporting documents while ensuring clarity and conciseness.



#### The Digital4Business Consortium

The DIGITAL4Business consortium is a partnership of 16 stakeholders led by National College of Ireland, bringing together key industry, technology, and education stakeholders in Europe. Its composition is presented in the following table.

Partners	Acronym
NATIONAL COLLEGE OF IRELAND	NCI
ALMA MATER STUDIORUM – UNIVERSITE DI BOLOGNA	UNIBO
GERMAN UNIVERSITY OF DIGITAL SCIENCE GGMBH	UDS
AKKA ITALIA (former MODIS CONSULTING SRL)	Akkodis
ADECCO FORMAZIONE SRL	ADECCO
LEE HECHT HARRISON DEUTSCHLAND GMBH	LHH
SKILLNET IRELAND COMPANY LIMITED BY GUARANTEE	Skillnet Irl
LINKÖPINGS UNIVERSITET	LIU
TERAWE TECHNOLOGIES LIMITED	Terawe
MATRIX INTERNET APPLICATIONS LIMITED	Matrix
DIGITAL TECHNOLOGY SKILLS LIMITED	DTSL
UNIVERSIDADE NOVA LISBOA	UNL
SCHUMAN ASSOCIATES SCRL	Schuman

Associated Partners	Acronym
Certiport, A business of NCS Pearson Inc	Certiport
DIGITALEUROPE AISBL*	DIGITALEUROPE
UNIVERSITÉ PARIS 8 VINCENNES SAINT-DENIS	UP8



# Cooperation Agreement for the Establishment of a Joint Master's Degree Programme in Advanced Digital Technologies for Business

#### Section 1. Purpose

A. This Cooperation Agreement represents the joint procedure for the provision of a 60 ECTS credit **Joint Professional Master's Degree Programme in Advanced Digital Technologies for Business** (hereinafter referred to as the "degree programme"). This Agreement has been developed by the Partner Institutions in accordance with legislation in their respective jurisdictions and it establishes joint procedures and criteria for awarding a joint degree. The Agreement will come into effect in September 2024.

Without affecting the former, the Agreement is also intended to be in accordance with a multi-beneficiary grant agreement (hereinafter referred to as the "grant agreement") with the European Health and Digital Executive Agency (HADEA) within the framework of the Digital Europe Programme, Regulation (EU) 2021/694 of the European Parliament and of the Council of 29 April 2021 establishing the Digital Europe Programme and repealing Decision (EU) 2015/2240, with respect to provision of funding for Project 101084013 - DIGITAL4Business.

The objective of the present Agreement is to define how the Partner Institutions will cooperate from the academic year 2024 to implement the degree programme. Subject to statutory rules and internal regulations of the partner institutions, students completing their studies under the terms of this Agreement will be awarded the Joint Professional Master's in Advanced Digital Technologies for Business (60 ECTS).

- B. The study programme, object of this Agreement, is implemented in observance of national laws and regulations in force in partner institutions' countries.
- C. The partner institutions identified herein as degree-awarding partner institutions (see Section 3.D) are authorised to award a joint degree in an international joint study programme.



#### Section 2. Parties

- A. The Cooperation Agreement is concluded by and between the following Parties:
  - 1. **NATIONAL COLLEGE OF IRELAND [NCI]**,- PIC 983034473, with legal address MAYOR STREET, IFSC, DUBLIN 1 D01 K6W2, REPUBLIC OF IRELAND, and
  - 2. ALMA MATER STUDIORUM UNIVERSITA DI BOLOGNA [UNIBO], PIC 999993953, with legal address in VIA ZAMBONI 33, BOLOGNA 40126, Italy, and
  - 3. **LINKÖPINGS UNIVERSITET, [LIU]**, PIC 999852236, with legal address in CAMPUS VALLA, LINKOPING 581 83, Sweden, and
  - 4. **UNIVERSIDADE NOVA DE LISBOA, [UNL]**, PIC 960782479, with legal address in CAMPUS DE CAMPOLIDE, LISBOA 1099 085, Portugal, and
- B. Further parties can be added to this Agreement. The addition of new partners may require a review of the terms of this Agreement in agreement with Section 13.4. Hereinafter, the Parties to this Cooperation Agreement are collectively referred to as the "Partner Institutions" or interchangeably as "the Parties"; they are also referred to individually as "Partner Institution" or "Party".
- C. All Partner Institutions are actively involved in the development, design, assessment, monitoring for quality assurance purposes, and collaborative delivery of programme modules on the Joint Professional Master's Degree Programme in Advanced Digital Technologies for Business (inclusive of any embedded programmes and associated micro-credentials).
- D. Furthermore, Partner Institutions can fulfil one of two cooperative participation roles depending on whether or not i) a Partner Institution is recorded on the degree document as an awarding institution; or ii) a Partner Institution is not recorded on the degree document as an awarding institution, but is recorded on the Diploma Supplement as a contributing Partner Institution as per Section 2.C. Hereinafter, Partner Institutions fulfilling role i) are referred to as 'degree-awarding Partner Institutions'; Partner Institutions fulfilling role ii) are referred to as 'non degree-awarding Partner Institutions'. It is within the scope of this agreement that Partner Institutions can switch roles from a non-degree awarding Partner Institution role to a degree-awarding Partner Institution role, subject to the Partner Institution that is switching roles meeting all necessary national legislative requirements and the agreement of all other Parties.
- E. In addition to the aforementioned, the Partner Institutions can have **associated partners** with a limited role in the implementation of the degree programme in the form of, but not limited to, knowledge and skills transfer, the provision of complementary courses or backing possibilities for secondment or placement. For contractual management issues, associated partners are not considered as part of the Cooperation Agreement since they have a more



limited role in the implementation of the degree programme. Arrangements between the Partner Institutions and associated partners concerning the degree programme shall be regulated separately and must be in conformity with the requirements of this Agreement. The Secretariat, as described in Section 4.4, shall ensure that all Partner Institutions are informed about the contacts and separate arrangements with associated partners.



#### Section 3. Legal Framework

- A. The Partner Institutions hereby agree as follows regarding the activities described in the terms and conditions herewith. This Agreement shall specify the rights and obligations of the Partner Institutions concerning the delivery and running of the degree programme. All Partner Institutions are subject to the rules and regulations set up by this Agreement regarding both the responsibilities towards students and other parties to this Agreement.
- B. For the duration of this agreement as defined in Section 13.7 and 13.8, this Cooperation Agreement establishes a 60 ECTS Joint Professional Master's degree programme, i.e. level 7 of the European Qualifications Framework and level 7 of the European Qualifications Framework for Lifelong Learning.
- C. The Partner Institutions are subject to national legislative requirements and agree that they shall (at their own expense) co-operate and provide all necessary assistance as may be reasonably requested by any Partner Institution to enable compliance with such obligations.
- D. For the duration of this agreement as defined in Section 13.7 and 13.8, all Partner Institutions shall ensure that the degree programme is correctly registered, shall ensure or strive that the degree programme is correctly accredited as a joint Master's degree for 60 ECTS in their national jurisdiction in accordance with national regulations and shall duly inform each other of any developments regarding the accreditation status. The Partner Institutions will adjust the implementation of this Cooperation Agreement to any new legislation coming into force during the duration of the agreement.
- E. The Partner Institutions agree to co-operate fully in relation to any audits, reviews, evaluations and quality assurance processes, monitoring, assessments, and reports undertaken by any Partner Institution and by any other relevant body or person as agreed by the Master's Board as defined in Section 4.3.
- F. Compliance with EU General Data Protection Regulation (GDPR)

  The Joint Admission Board, issuing universities alongside all partnering institutions, collectively assumes responsibility for adhering to the European Union General Data Protection Regulation (GDPR).

#### This entails:

- 1. Adaptation to GDPR: All academic partners must align their policies and practices with GDPR requirements.
- 2. Designation of Responsible Personnel: Each institution, in collaboration with the Joint Admission Board, must designate a responsible individual for overseeing student data protection.



- 3. Training and Awareness: Staff members handling personal data across all partners must undergo training on GDPR compliance.
- 4. Data Processing Agreements: Agreements between partners must ensure GDPR compliance when sharing personal data.
  - By jointly agreeing to this cooperation, the Joint Admission Board and partnering institutions affirm their collective commitment to GDPR compliance and the protection of students' data.
- G. The Partner Institutions shall provide within five (5) working days of receipt of a request for assistance from any Partner Institution such information in its possession or power as may be reasonably requested to assist the Partner Institution to comply with its obligations under national legislation.
- H. If for some reason the degree programme at one Partner Institution loses its accreditation to award the joint master's degree according to its national law and regulations, the Institution shall be removed from this agreement pending new national accreditation. A satisfactory solution for the students affected shall be required.



#### Section 4. Programme Governance

#### 4.1 Roles and Duties

- A. **Programme Directors**: Each Partner Institution appoints at least one academic Programme Director. The Programme Director shall liaise with his or her counterparts in the other Partner Institutions on all matters concerning the degree programme and shall ensure that the degree programme at his or her Partner Institution is consistent with the joint agreements concerning the degree programme.
- B. **Programme Coordinators**: The Programme Coordinator assists the Programme Director and carries out day-to-day administrative and technical tasks concerning the students, quality assurance, mobility in the degree programme and general matters related to programme delivery at the Partner Institution. He or she liaises with the other Partner Institution Programme Coordinators and Programme Directors, students in the degree programme, and with external partners. In addition, the Programme Coordinators support the Secretariat and the Joint Programme Committee, as defined in Section 4.4 and Section 4.7 respectively, with the data collection system, information analysis and proposals and suggestions for the quality enhancement of the Master.
- C. **Programme Faculty**: The academic teaching staff of the Partner Institutions and associated partners directly involved in the development and implementation of the degree programme.
- D. **Issuing Institution**: The degree-awarding Partner Institution responsible for the issuing of the physical joint degree award, its diploma supplement, and any pertaining tasks on behalf of or in joint decision with the other degree-awarding Partner Institutions and non-degree-awarding Partner Institutions as described in this Agreement. The development of formal documentation relating to the joint degree award, the parchment, diploma supplement and any other formal documentation relating to the joint Master's degree programme shall be undertaken in consultation with, and subject to formal approval by, the Partner Institutions.
- E. **Project Coordinator:** The Coordinator NCI is responsible for:
  - Student Recruitment, Onboarding, and Support: Managing recruitment, onboarding, and support processes, including the use of digital platforms and supplementary events.
  - Industry Certifications & Micro-Credentials: Implementing industry certifications and micro-credentials.
  - Employability Programme: Establishing an employability programme for students.
  - European Mobility Programme: Facilitating student and lecturer mobility between institutions and companies.
  - Faculty Training Resources: Providing resources for faculty training and support.



#### 4.2 Joint Governing Bodies

All governing bodies established by this Agreement and herein described which have responsibility for the various aspects of the joint Master's degree programme, shall be subject to the internal governance and management arrangements and oversight of the respective Partner Institutions. The following governing bodies are established:

- Master's Board of Directors.
- the Secretariat,
- The Project Coordinator
- the Joint Admissions Board,
- the Examination Board,
- the Joint Programme Committee,
- the Quality Enhancement and Curriculum Development Committee,
- and when required, ad hoc committees.

#### 4.3 Programme Board of Directors

- A. The Programme Board of Directors, hereinafter the Master's Board, shall comprise the Programme Directors that have been selected by each of the Partner Institutions to represent them on all matters concerning the degree programme within the limits of this Agreement. The Master's Board shall be responsible for general management, academic supervision, quality assurance, degree awarding and recognition issues, agreement changes, dispute resolution and student complaints. Additionally, the Master's Board is responsible for the system review, advice on policy developments for the joint degree programme, and to ensure the coherence and consistency of the concept of the programme.
- B. The Programme Director of each Partner Institution shall be a voting member on the Master's Board.
- C. The Master's Board establishes by consensus its own decision-making procedures and for which domains consensus shall not be required, unless stated otherwise in this cooperation agreement.
- D. The Master's Board shall meet at least twice each year. Meetings may either be in person or held via electronically mediated systems or a combination of in person / electronically mediated.
- E. In case of absence, a Programme Director should mandate a deputy to replace and represent him or her as a voting member in meetings of the Master's Board.



F. Minutes of the Master's Board meeting shall be distributed to all members of the Master's Board within fifteen days after the meeting. Any changes to the draft minutes must reach the Programme Secretariat within one week after the distribution of the minutes. After this deadline, the Programme Secretariat shall produce and file a final version, a copy of which shall also be sent to all Programme Directors.

#### 4.4 Programme Secretariat

- A. The Secretariat shall have the responsibility for the overall daily operational and administrative management of the programme under the guidance and governance of the Master's Board.
- B. The Secretariat shall be partly based at the Project Coordinator Institution, also designated as the Master's Secretariat, to support the coordination and day-to-day management of the programme and its support mechanisms, specifically tasks regarding quality assurance, application, selection and admission, student administration, mobility coordination.
- C. The Secretariat shall also include a wider group of Programme Coordinators (as detailed in Section 4.1/B). Each Partner Institution shall designate a representative member to serve on the Programme Coordinators group. These institutional representatives will collaborate with their counterparts from other partner institutions. They will provide an administrative support to the Secretariat, addressing issues specifically related to the partner institution they represent.
- D. The Secretariat shall also provide direct assistance for the Master's Board Meetings (including the preparation of minutes), maintaining the public website, and performing additional duties as delegated by the Master's Board.

#### 4.5 Joint Admissions Board

- A. Assisted by the Secretariat and under the supervision of the Master's Board, the Joint Admissions Board shall be responsible for the selection and admission of all students to the degree programme.
- B. The Joint Admissions Board shall consist of one representative from each Partner Institution. The Partner Institution is responsible for appointing its representative in accordance with its own procedures and national regulations.



C. The Joint Admissions Board convenes physically or through electronically mediated systems at least once after each application deadline and can hold additional meetings until a selection and admission procedure is completed.

#### 4.6 Examinations Board

- A. The Examinations Board is headed by the Master's Board of Directors. The Master's Board is responsible for the overall quality and standards of the degree programme and for agreeing upon the academic standards. It monitors the partner institutions' compliance and is responsible for the degree programme being delivered to the highest academic standards.
- B. The Examinations Board may be supplemented with additional nominees from Partner Institutions that have expertise in quality assurance and those who are responsible for programme examination administration.
- C. Meetings of the Examinations Board shall convene after each programme examination session and after a provision of adequate time for grading and assessment of learners' exam scripts, project submissions, or other relevant coursework by programme faculty.
- D. The Examinations Board shall deliberate cases, brought to its attention with at least one week notice. If the nature of the case brought to its attention demands a swift ruling, a special meeting may be arranged or written consultation of its members via electronically mediated systems instead.
- E. All assessments are conducted in accordance with the jointly agreed policies and procedures for the degree programme as adopted by the Master's Board.

#### 4.7 Joint Programme Committee

- A. The Joint Programme Committee acts as advisor to the Master's Board of Directors. It is responsible for the system review and advice on policy developments for the joint degree programme.
- B. The Joint Programme Committee meets physically at least once a year to ensure the coherence and consistency of the concept of the joint degree programme. Additional meetings, including those specified by the Handbook of the programme, can also be held via electronically mediated systems.
- C. The Joint Programme Committee is composed of representatives from the Secretariat, Programme Coordinators, the Master's Board of Directors, and Faculty representatives.



#### 4.8 Quality Enhancement and Curriculum Development Committee

- A. The Quality Enhancement and Curriculum Development Committee, hereinafter the QECD Committee, is composed of at least one academic faculty member from each Partner Institution.
- B. The QECD Committee prepares and implements on behalf of the Master's Board of Directors quality enhancement and curriculum development and reinforces the jointness of the degree programme adhering to the European Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG). The QECD Committee is accountable to the Master's Board.
- C. The QECD Committee meets whenever called upon or whenever the annual internal quality procedures as detailed in the Internal Quality Handbook of the Programme require, either in person or via electronically mediated systems.
- D. The QECD Committee assists the Joint Programme Committee to evaluate the degree of achievement of learning objectives and the coherence of the programme and ensures that there are effective procedures for data collection, information analysis and proposals and the channelling of suggestions for improvement of the degree programme.

#### 4.9 Ad-hoc Committees

A. The Master's Board can establish committees or task forces for specific assignments that fall outside the direct scope or capacity of the aforementioned joint governing bodies.



#### Section 5. Student Administration

#### 5.1 Student Application, Selection, and Admission

The Study and Examination Regulations attached in annex to this Cooperation Agreement regulate the application, selection, and admission procedures in detail, including the eligibility and selection criteria, language qualification requirements, the joint application procedure, the admission procedure, and the Joint Admissions Board.

#### 5.2 Joint Degree Application

- A. The application procedure for the degree programme is jointly organised and implemented by the Partner Institutions in agreement with the Study and Examination Regulations.
- B. The Secretariat, on behalf of the Partner Institutions, shall organise, receive, and process all applications for admission to the degree programme. All applications shall be processed through a centralised system.
- C. Admission numbers and application deadlines are agreed among the partner institutions and made public in advance of the application process.

#### 5.3 Selection and Admission

- A. The Joint Admissions Board shall be responsible for the annual selection and admission of all students to the degree programme in accordance with the joint procedures and criteria specified in the Study and Examination Regulations attached in annex to this Cooperation Agreement.
- B. The Master's Board shall be responsible for setting and reviewing the admission criteria in the Study and Examination Regulations according to national law and regulations. Due consideration shall be taken to national requirements for admission of students.
- C. No Partner Institution is obliged to admit a student in conflict with national legal requirements for admission.
- D. The Secretariat shall assist the Joint Admissions Board with the selection and admission of all students on the degree programme.



#### 5.4 Registration and Enrolment

- A. The Secretariat shall be responsible for drawing-up the list of admitted students according to the timing agreed by the Master's Board and shall inform the Partner Institutions accordingly in a timely manner. The Secretariat shall prioritize maximizing student enrolment, while ensuring clear and flexible admission guidelines are established to facilitate effective student admission processes, thereby guaranteeing that enrolled students meet all eligibility criteria.
- B. Prior to a learner's enrolment in the degree programme, the accepted student and a representative of the Master's Board shall sign a Student Agreement covering the academic, financial, administrative, behavioural, and other relevant aspects related to the degree programme and, if applicable for scholarship holders, the scholarship management. In addition, the Student Agreement shall include the Study and Examination Regulations (detailing the requirements for successful acquisition of ECTS credits, the consequences in case of failure to acquire them, and the grading system), as well as information about the services provided to the student, and details related to health and social security, mobility requirements, and project, exam and graduation rules to the extent described in the online Student Handbook. The Partner Institutions will take care that the student is informed of any updates in this information.
- C. No Partner Institution is obliged to admit a student in conflict with national legal requirements for admission.
- D. The Secretariat shall assist the Joint Admissions Board with the selection and admission of all students on the degree programme.
- E. All learner registrations and enrolments shall be processed through a centralised system in agreement with the regulations of the Issuing Institution and the respective national legal requirements.

#### 5.5 Registration and Enrolment

- A. In terms of module-level teaching and learning, learner mobility will predominantly be virtual, with learners enrolling on modules that will be delivered by Faculty members from the across the partner institutions.
- B. Partner Institutions recognise the importance of providing opportunities for enrolled students to also avail of physical mobility opportunities. Each of the Partners agree to host at least one student mobility event during the academic session for which a cohort of students are undertaking programme studies. Moreover, the hosting Partner must also facilitate online attendance in full or part to such events for students who do not wish to attend physically.



#### 5.6 Examination of Students

- A. The Study and Examination Regulations attached to this Consortium Agreement regulate the examination and assessment of students of the degree programme, including joint agreements on the order of examinations, assessment methods and criteria, grading, the joint conversion table for grades, access to information on grading, resits and re-assessments, functional disorders and handicaps, unfair practice, and fraud.
- B. Partner Institutions shall conduct examinations and assessments in accordance with the policies and procedures in force at the Partner Institutions without prejudice to those adopted by the Master's Board and stated in the Study and Examination Regulations of the Consortium, provided so possible in accordance with national law.
- C. All modules are weighted according to the ECTS system and in conformity to national regulations on this. Partner Institutions accept differences in national regulations among the Partner Institutions concerning awarding ECTS credits and they recognise the number of ECTS credits awarded by Partner Institutions for the degree programme without further conversion.
- D. Where required, all grades shall be converted and recognised in conformity with the joint conversion table for grades as established in the Study and Examination Regulations attached in annex to this Agreement.

#### 5.7 Student Records

- A. Each Partner Institution undertakes to keep appropriate records of the students attending its programme, and to provide students and partners the certification of a student's performance on request.
- B. Each Partner Institution shall be responsible for keeping accurate records of their students and for transferring records in a timely fashion after examination to the central records of the Issuing University and the Secretariat, as well as to Partner Institutions that require a full academic record of a given student to award the joint degree according to their legislation.
- C. The communication shall be undertaken by the registrar offices of each university, or their equivalent, through a transcript of records released in English at minimum.



#### 5.8 Final Degree and Joint and Mutual Recognition

A. Each Partner Institution formally recognises the modules offered within the joint degree programme and the credits awarded.

#### 5.9 Joint Degree Award and Diploma Supplement

- A. Each student who successfully completes the degree programme as described in the Study and Examination Regulations and who has fulfilled the requirements of the applicable national legislations shall receive a joint Master's degree testified by a joint diploma on behalf of the degree awarding Partner Institutions involved in the provision of the degree programme to that student.
- B. Each joint degree award is accompanied by a diploma supplement presenting the details of the student's academic programme and academic achievement, following the template developed by the European Commission, the Council of Europe and UNESCO/CEPES and adapted to any further specifications in national legislation where applicable. Non-degree-awarding partner institutions are also listed on the diploma supplement as collaborative partners.
- C. The Issuing University, as defined in article 4.1.D, shall be responsible for:
  - delivering and issuing a single joint degree award, the diploma supplement, and their duplicates on behalf of or in joint decision with the Partner Institutions involved in the provision of the joint degree programme to that student; and
  - registering the official joint degree according to national law and custom within its country.

#### D. The Partner Institutions shall:

- confer the right to issue and deliver the joint degree award and/or the diploma supplement on their behalf to or in joint decision with the Issuing Institution as defined in article 4.1.D;
- recognise the joint degree award and/or the diploma supplement issued by the Issuing Institution on their behalf or based on a joint decision;
- be responsible, if applicable, for submitting the full transcript of records of the student's degree programme followed at its location; and
- be responsible, if applicable, for registering the official joint degree according to national law and custom within its country.
- E. The degree-awarding Partner Institutions agree that this Cooperation Agreement in combination with their national legislation provide sufficient legal basis to start issuing joint degree awards as a consortium.



- F. The joint degree award shall indicate clearly that the award is a Joint Master's Degree Programme in Advanced Digital Technologies for Business. It shall also clearly indicate the institutions on behalf of which the degree is being awarded and shall be issued according to this Cooperation Agreement.
- G. The degree-awarding Partner Institutions hereby allow each other to use their crests and logos on the joint degree award and diploma supplement issued under this Cooperation Agreement, when the joint degree award and diploma supplement is issued on their behalf or in joint decision, or when national regulations require the Issuing Institution to indicate the group of partner institutions on the document.
- H. The contributing non-degree awarding Partner Institutions hereby allow that their institution be recorded on the diploma supplement issued under this Cooperation Agreement, when the joint degree award and diploma supplement is issued on their behalf or in joint decision, or when national regulations require the Issuing Institution to indicate the group of partner institutions on the document; i.e., Section 2.4 of the Diploma Supplement 'Name and status of institution (if different from 2.3) administering studies (in original language)' shall include the names of the non-degree awarding Partner Institutions.



#### Section 6. Staff

#### 6.1 Teaching and Administrative Staff

- A. The Partner Institutions shall be responsible for appointing sufficient and appropriately qualified staff to deliver the various elements of the degree programme specified in this Cooperation Agreement and the Study and Examination Regulations.
- B. Teaching staff at each Partner Institution involved in the delivery of the degree programme shall be fluent in the language of instruction established in the Study and Examination Regulations for the provision of the degree programme at the Partner Institution. They shall also be available to teach and attend meetings at other Partner Institutions when required.
- C. The Consortium and its Partner Institutions endeavour to involve renowned scholars, experts and professionals in the field of Advanced Digital Technologies for Business to contribute to and further enhance the quality of the degree programme. Such involvement may include mobility of scholars/guest lecturers and staff members across the Partner Institutions themselves, between the Partner Institutions and associated partners, as well as inward mobility from outside the Consortium, with a clear link to the degree programme.

#### 6.2 Staff Mobility

- A. The Partner Institutions shall regulate the reception and/or employment of faculty members and administrative staff intended to participate in mobility under this Agreement, in conformity with their regulations and national law, where required and applicable.
- B. Personnel covered by this Agreement shall continue to comply with the contractual obligations of their originating university and shall continue to receive their due remuneration and benefit from the rights that they are entitled to for their legal position, according to the legislative norms existing in the country of the originating university. In each case, the originating university shall consider the duration of the stay as an ordinary service period, for all intents and purposes.
- C. The Parties agree that all financial issues relating to payments due to mobile staff shall be negotiated during the delivery of the programme and shall depend on the availability of funds.
- D. Staff mobility must result in concrete added value to the delivery of the degree programme at another Partner Institution or associated partner.



#### Section 7. Quality Assurance

- A. The Master's Board is responsible for the overall quality and standards of the degree programme. It shall monitor compliance of Partner Institutions with this Agreement and it shall be responsible for ensuring that the degree programme is delivered to the highest academic standards. For this purpose, the Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG) shall serve as a reference. Accreditation and external review of the programme will follow the European Approach for Quality Assurance of Joint Programmes approved by the EHEA ministers in May 2015.
- B. The QECD Committee assists the Master's Board in its Quality Assurance tasks and responsibilities including, but not limited to, the implementation of quality enhancement and curriculum development measures throughout the Consortium.
- C. The ultimate responsibility for academic standards in each Partner Institution rests with the representative of that Partner Institution on the Master's Board.
- D. Quality Assurance shall be based on both internal and external assessment measures, involving the relevant stakeholders in the degree programme.
- E. External Quality Assurance shall comprise at least the required national accreditation based on the European Approach, but also the quality reviews for the European Commission and any other external assessments agreed upon by the Master's Board. In addition, every two years, the International Advisory Board will provide audit reports.
- F. The Quality Assurance Framework outlines internal quality oversight, assessment procedures, and the relevant participation of degree course governing bodies. It describes and provides references for the methods and tools used to assess the degree program's modules, mobility, integration into the labour market, general satisfaction, and other quality-related factors.



#### Section 8. Programme Information

- A. The Secretariat shall ensure that the online Student Handbook is updated and that its contents are in line with agreements sanctioned by the Master's Board.
- B. Each Partner Institution shall ensure that the course manuals of the modules coordinated by it are up to date and complete and that they are easily accessible to the students and all other stakeholders. The Secretariat together with the partner institutions shall ensure that the materials are available on the teaching Platform.



#### Section 9. Financial Management

#### 9.1 Financial Arrangement

- A. The Master's Board establishes and approves the annual and multi-annual budget of the Consortium.
- B. Partner Institution NCI shall be responsible for financial management. The signatories to the Cooperation Agreement authorise Partner Institution NCI to handle financial management on their behalf. The General Secretariat of Partner Institution NCI shall have overall responsibility for the financial management of the degree programme, including the administration and intake of student participation costs, the management and distribution of scholarships and EMJMD scholarships, as well as managing all other income and general expenditures in relation to the Consortium.
- C. The signatories to the Cooperation Agreement agree to the allocation of funds for the three centralised administrative structures and they agree to the redistribution scheme of centrally collected participation costs to the respective universities, as described in greater detail in the Digital4Business Consortium agreement. How the profit will be generated, collected, and distributed to the partners will be established later as part of the Sustainability Work Package. This will be reflected in an amendment to the Consortium Agreement and Cooperation Agreement. to the Digital4Business Consortium Agreement. The Project Coordinator Institution (NCI) and the main Issuing University (Joint Examinations Office) shall be responsible for the management of the consortium and of the joint programme according to a predesignated task division.

#### 9.2 Student Participation Costs

- A. The Master's Board can, subject to the approval of the Partner Institutions and the Digital4Business Consortium, agree to amend the participation costs to be charged to students.
- B. The participation costs shall be quoted in Euros and shall be applied to all Partner Institutions.
- C. Students pay € 5,200 (five thousand two hundred euros) for the full-time programme, and €2,860 (two thousand eight hundred and sixty euros) per annum for part time programme, participation costs for the entire 60 ECTS programme for the nominal study period, whether European or non-European. The student participation costs are to be paid to the Project Coordinator for the standard duration of the degree programme, including support in administrative and organisational issues by the consortium partners, any potential costs for enrolment at the consortium partner's institutions, all examinations and the issuing of the final diploma.



- D. Student participation costs do not cover accommodation, travel to and from partner universities and travel documents (visa, passport) included within the framework of the mobility programme or any costs beyond the standard duration of the degree programme. Any costs beyond the standard duration of the degree programme shall be levied at the standard rate applicable to the programme.
- E. Students that receive a Diversity Programme grant shall receive a fee waiver for the tuition fees.



#### Section 10. Reporting

- A. The Master's Board, with the assistance of the Secretariat and all Partner Institutions, shall be responsible for submitting all required reports and for reporting to the European Commission, the Consortium, and other relevant bodies.
- B. The Master's Board, with the assistance of the Secretariat and all Partner Institutions, shall be responsible for maintaining, during the term of this Agreement and for five years after its termination or expiry, full and complete records relating to the degree programme.



#### Section 11. Intellectual Property Rights/Results

Specific Provisions for Access Rights to Module and Curricula Materials The access rights to module and curricula materials produced within the Project are governed by the Creative Commons Attribution 4.0 International (CC BY 4.0) license. Consortium Parties are granted the freedom to Share and Adapt the materials, even for commercial purposes. However, they must give appropriate credit, provide a copyright notice, license notice, disclaimer, and include a link to the material. If changes are made, it should be indicated. Upon request, in cases of collection or adaptation, references to the author and licensor can be removed to the extent practicable This is governed by the DIGITAL4Business Consortium Agreement. Additionally, when a Consortium Party delivers materials, they should provide the coordinator with written proof or verification of awareness of the content being sent, ensuring its proper referencing and shareable nature.

#### 11.1 Ownership of Results

- A. Results are owned by the Party and/or by the Party's researchers that generates them pursuant to each Party's national laws or intellectual property policy. If the researchers of a Party are entitled to claim rights to the Results pursuant to national laws, the Party concerned must ensure that the researchers comply with the obligations under the Grant Agreement and this Consortium Agreement.
- B. Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

  Unless otherwise agreed:
  - each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
  - each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.
- C. The joint owners shall agree on all protection measures and the division of related cost in advance.

#### 11.3 Transfer of Results

A. Ownership of Result/Transfer of ownership: Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section "Transfer of ownership".



- B. Third Parties: Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.
- C. Inform other Parties: The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.
- D. Mergers and Acquisitions: The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.
- E. Obligations: The obligations above apply only for as long as other Parties still have or still may request Access Rights to the Results.

#### 11.4 Dissemination

- A. Confidentiality obligations: For the avoidance of doubt, the confidentiality obligations set out in Section 12 apply to all dissemination activities described in this Section 11.4 as far as Confidential Information is involved.
- B. Dissemination of own (including jointly owned) results: During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions:
  - Provision of prior notice: Prior notice of any planned publication shall be given to the
    other Parties at least 45 calendar days before the publication. Any objection to the
    planned publication shall be made in accordance with the Grant Agreement by written
    notice to the coordinator and to the Party or Parties proposing the dissemination within
    30 calendar days after receipt of the notice. If no objection is made within the time
    limit stated above, the publication is permitted.
  - Justification of an objection: An objection is justified if
    - a) the protection of the objecting Party's Results or Background would be adversely affected, or



- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

The objection must include a precise request for necessary modifications.

- Objection raised: If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.
- Objecting Party: The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.
- C. Dissemination of another party's unpublished results or background: A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval unless they are already published.
- D. Cooperation obligations: The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.



#### Section 12. Confidentiality and Non-disclosure of Information

#### 12.1 Confidential Information

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

#### 12.2 Duration

- A. The Recipient hereby undertakes in addition and without prejudice to any commitment on nondisclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority:
  - not to use Confidential Information otherwise than for the purpose for which it was disclosed;
  - not to disclose Confidential Information without the prior written consent by the Disclosing Party;
  - to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
  - to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient may keep a copy to the extent it is required to keep, archive, or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

#### 12.3 Cover

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



#### 12.4 Exclusions

- A. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
  - the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
  - the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
  - the Confidential Information is communicated to the Recipient without any obligation
    of confidentiality by a third party who is to the best knowledge of the Recipient in
    lawful possession thereof and under no obligation of confidentiality to the Disclosing
    Party.
  - the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
  - the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
  - the Confidential Information was already known to the Recipient prior to disclosure, or
  - the Recipient is required to disclose the Confidential Information to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 12.6 hereunder.

#### 12.5 Recipient's Duty of Care

A. Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

### 12.6 Requirement to Disclose Confidential Information in Certain Circumstances

- A. If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:
  - notify the Disclosing Party, and
  - comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.



#### Section 13. This Agreement

#### 13.1 Contractual Relationship

- A. This Agreement constitutes a contractual relationship between the Parties which shall exist only for the purposes set out in Section 1 of the present Agreement. This Agreement and its annexes constitute the entire agreement, and the Parties acknowledge that in entering into this Agreement no Party relies on, and shall have no remedy in respect of, any statement, representation, warrant or understanding, however made, other than as expressly set out in this Agreement.
- B. This Agreement is not intended to create, nor should it be construed as creating a corporation, agency or partnership (whether general or limited), or any legal entity or continuing relationship or commitment between the Parties other than as expressly contained in this Agreement. There will be no sharing of profits or losses among the Parties.
- C. Non-enforcement of any provision of this Agreement shall not constitute a waiver or precedent in respect of that or any other provision at any other time or by any other Party.
- D. If any provision (or part of a provision) included in this Agreement is found to be illegal, void or unenforceable, in whole or in part, then such provision shall be severed from the rest of this Agreement and the remainder of this Agreement shall continue to have full force and effect for all intents and purposes of the law.

#### 13.2 Transitional Provisions

- A. The Parties agree to fully start the Joint Professional Master's Degree Programme in Advanced Digital Technologies for Business, as governed by this Agreement, by September 2024.
- B. Notwithstanding the previous clause, a Party may request an exemption from implementing certain parts of this Agreement if national legislation, university regulations or administrative procedures prevent implementation by September 2024, though under the condition that the other Parties agree with such an exemption and under the condition that the Cooperation Agreement and its annexes are fully adhered to by September 2025.

#### 13.3 Development and Sustainability

A. In terms of excellence, course integration, the joint nature of the endeavour under this Agreement and financial viability, the Partner Institutions strive to develop and implement the



degree programme in such a way that the degree programme can still be started, even if no EU funding should become available, and that it can exist beyond the EU funding period.

- B. The Partner Institutions intend to secure financial sustainability beyond EU funding by:
  - committing 'in kind' resources that underpin the consortium partnership, enabling it to continue as an international network in the future; and
  - supporting the institutional embedding of the degree programme in the consortium partnership and at the Partner Institution itself in all necessary aspects.
- C. The Consortium intends to secure sustainability in terms of finances and excellence of the degree programme by:
  - developing a portfolio approach to sources of finance, including the possibilities of non-EU scholarships for students;
  - supporting the students in minimising the associated costs and overheads for students of the degree programme;
  - frequently reviewing the degree programme and adapting it to deliver interdisciplinary multi-skilled graduates that respond to the Advanced Digital Technologies for Business needs of industry;
  - increasing the involvement of relevant actors from industry in the degree programme, for example in the form of strategic partnerships;
  - advancing an integrated communication strategy for marketing the degree programme and involving alumni, networks, European and national agents in targeting different audiences of the degree programme;
  - pursuing and adhering to Erasmus Mundus as a brand of excellence for the degree programme on a global level;
  - constantly improving the strategic positioning at global level and performing a leading and innovating role in the global higher education market.

#### 13.4 Amendments, Communications and New Partners

- A. No change, alteration, modification or addition to this Agreement shall be valid unless agreed in writing and properly executed by the Parties hereto.
- B. Any demand notice or other communication given or made under or in connection with this Agreement shall be in writing.
- C. Subject to the approval of the Partner Institutions, the Master's Board can adopt and revise the Study and Examination Regulations and Internal Quality Handbook as attached to this Cooperation Agreement, as well as the online Student Handbook, without requiring a renewal of this Cooperation Agreement.



D. The consortium partnership, through its Master's Board, shall consider requests from potential partner institutions to become members of the consortium partnership. The addition of a new partner institution shall be regulated through an amendment to this Agreement, signed by the legally authorised representative of the existing Partner Institutions and the new Partner Institution.

#### 13.5 Dispute Resolution

- A. In the event of any dispute between the Parties regarding this Agreement, the details of the circumstances of any such dispute shall be communicated in writing by the Party alleging the same to the other Party/Parties, which communication shall also be copied to the Master's Board.
- B. In the event of any dispute between the Parties regarding this Agreement, the Parties agree to attempt to reach an amicable settlement in good faith, which amicable settlement shall attempt to be facilitated by the Master's Board.
- C. In the event that such attempt is unsuccessful, such dispute shall be resolved through a "Dispute Resolution Panel", being a three-person panel composed as follows:
  - The claimant and the respondent (or, in the case of multiple claimants and/or respondents, the multiple claimants, jointly, and/or the multiple respondents, jointly) shall each nominate one panel member. The nominated members shall appoint a third panel member, who also shall serve as the chairperson of the Dispute Resolution panel.
- D. The Dispute Resolution Panel so constituted shall set its own rules of procedure and adjudicate the matter submitted to it.
- E. The decision of the Dispute Resolution Panel shall be final, and upon it being communicated to the Parties, they shall abide by it forthwith as far as legally possible.

#### 13.6 Application of Laws

- A. Any dispute arising out of, or in connection with, this Agreement, including any question regarding its existence, validity, or termination, if not resolved by mutual amicable settlement or by means of a Dispute Resolution Panel between the Parties within a reasonable time, being no more than a total of three months, shall be subject to:
  - the national law of the Partner Institution wherein the conflict originated; or
  - should the former option not be applicable, the national law of the Award Issuing Partner.



B. Notwithstanding the previous clauses, the application of laws shall be such that legislation of the Parties involved is accommodated to the maximum extent possible.

#### 13.7 Termination

- A. Parties to this Agreement shall each be entitled to terminate their commitment to this Agreement through a phased withdrawal, for any reason, by giving at least twelve (12) months' notice in writing to the Master's Board prior to the 31st of August of any given year during the applicability of this Agreement.
- B. The Master's Board may require a Party to terminate its commitment to this Agreement if that Party persistently does not fulfil its obligations and requirements as outlined in this Agreement.
- C. In the event of a Party withdrawing from the Consortium, the Master's Board shall manage the phased withdrawal, respecting the interests of the enrolled students and ensuring the conditions for the effective continuation of their studies.
- D. Any Party wishing to terminate its commitment shall agree upon a phased withdrawal plan, during which its legal obligations to each student must be analysed, assessed, and reported to the Master's Board. Should the Party be unable to honour its commitment to its students during the course of its withdrawal, arrangements shall be made to transfer the obligations to another Partner Institution. This may involve, among others, the transfer of funds between the Parties involved, for such purpose.

#### 13.8 Duration

A. This Agreement shall apply for the period 1 September 2024 to 31 August 2029.

#### 13.9 Signature Pages

A. Attached to this Agreement are signature pages whereby each legally authorised partner institution representative signs together with the legally authorised representative of the Coordinating Institution, thus agreeing to enter into this Agreement. Such signature pages are considered as part and parcel of this Agreement.



- B. The Signature Page is done in three original copies of which one shall be kept by Schumann Associates in Brussels, Belgium, one shall be kept by the Coordinating Institution and one by the Partner Institution concerned.
- C. The Coordinating Institution shall provide duplicates of this Agreement and its signed signature pages to all Parties concerned.



#### **Annexes**

Annex 1. Study and Examination Regulations

Annex 2. Internal Quality Handbook



#### Legal Disclaimer

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