

STUDENT AGREEMENT – ERASMUS MUNDUS JOINT MASTER DEGREE

MBUILD - MASTER DEGREE IN SUSTAINABLE DESIGN, CONSTRUCTION AND MANAGEMENT OF THE BUILT ENVIRONMENT

University of Porto, established in Praça Gomes Teixeira, 4099-002, Porto, Portugal, represented by its Rector, Professor António de Sousa Pereira, through its Faculty of Engineering, placed at Rua Dr. Roberto Frias, s/n, 4200 – 465 Porto, represented by its Dean, Professor João Falcão e Cunha, hereafter referred both to as “the Institution”, as First Signatory, and

Name:

Nationality:

Passport Number:

Permanent address:

hereafter referred to as “the Student”, the Second Signatory, celebrate this Agreement under the following terms and conditions:

1. This Agreement regulates the rights and obligations of the parties concerning the EMJMD Master Degree in Sustainable Design, Construction and Management of the Built Environment (MBUILD) to be delivered according to the study plan and individualized study track attached as Annex 1.
2. The MBUILD master is organized by three Institutions: University of Porto (UPORTO); Universidad de Cantabria (UC); and Technische Hochschule Mittelhessen (THM), which constitute the MBUILD Consortium. The Coordinating Institution of this Consortium is the University of Porto.
3. The MBUILD Master programme is financed by the European Commission Erasmus+ Programme, under the Grant Agreement (GA) N° 101051004, within the topic ERASMUS-EDU-2021-PEX-EMJM-MOB - Erasmus Mundus Joint Masters.
4. In respect to the present Agreement, the Student commits to:
 - a. Comply with the internal regulations of the Consortium Institutions and with national legislation of the countries of the Consortium Institutions;
 - b. Attend the MBUILD master courses, classes and all the activities assiduously with the objective of successfully completing the predefined coursework and examinations inherent to the programme of studies;
 - c. Organize its travel plans considering the calendar of the Consortium University where he/she is staying and the general calendar of the Master Programme to avoid arriving late or departing before all the academic activities have ended.
 - d. Fulfil all the administrative requirements established by the **MBUILD** Coordinating Institution and the partner Universities by the due dates;
 - e. Participate in surveys and/or evaluations conducted by the Coordinating Institution, the partner Universities and/or the European Commission;
 - f. Pay the tuition fees and all due administrative fees to the MBUILD Coordinating University according to the rules and dates defined by it;
 - g. Complete the mobility periods foreseen in the MBUILD Master and mentioned in Annex 1, according to which the 1st semester will take place at the University of Porto (UPORTO); the 2nd semester will take place at Technische Hochschule Mittelhessen (THM); the 3rd semester will take place at Universidad de Cantabria (UC); and the 4th semester will take place at any of the Partner Universities with the possibility of voluntary periods of internships while doing the final dissertation, according to the theme and supervision chosen by the Student and if allowed by the applicable visa legislation. The procedure to the submission and defense of the dissertation will follow the rules

of the Coordinating Institution. These periods of mobility may not be replaced by virtual mobility (“distance learning”);

- h. Behave with ethics during his/her studies. He/she will not commit any fraudulent act, and will avoid cheating, falsification or plagiarism of any academic work. Moreover, he/she will not abuse or misuse the access to equipment and installations and will not perform any unauthorized access or violation of the Consortium Institutions rules. Any violation of this commitment will be addressed by the relevant bodies at the Consortium Institutions according to the applicable law/regulations. The Student may, according to the applicable law/regulations, appeal the decision;
 - i. Inform, as soon as possible, the Coordinating Institution of any events or circumstances likely to affect this Agreement;
 - j. Accept the health and accident insurances subscribed by the Consortium Institutions related to the activities for the full duration of the study period;
 - k. Obtain his/her residence permit from the national and local authorities in the host countries, if required.
 5. All successfully completed academic activities will be recognized by the other MBUILD partner institutions as an integral part of the qualification for which the Student/Scholarship Holder is preparing. The Student/Scholarship Holder assessment procedures, the course grading system, and the conversions between each partner University grading system is attached to this Agreement as Annex 2.
 6. In respect for the present Agreement, the Coordinating Institution, on behalf of the MBUILD Consortium Institutions, commits to:
 - a. Deliver the master programme as described in the proposal approved by the European Commission;
 - b. Ensure that the Student is adequately supervised within the scope of the MBUILD Master, with reasonable care and skill;
 - c. Ensure that the appropriate learning conditions are made available to the Student so that he/she may undertake the planned activities;
 - d. Ensure appropriate monitoring of the progress of the mobility period and also that reasonable support is provided to the Student throughout his/her stay in regards to administrative aspects and his/her integration in the Consortium Institutions, including VISA requirements;
 - e. Publish all relevant information concerning the structure and organization of the Master course, its academic calendar and course's outline in the website of the Master course prior to the start of the academic year;
 - f. Follow transparent and equal examination and degree awarding processes;
 - g. Offer an appropriate health and accident insurance scheme, according to the requirements of the Erasmus + Programme;
 - h. Offer to the Student three foreign language courses: one in Portuguese, one in German and one in Spanish to be held at each of the Consortium Institutions or online (provided that the Student is not fluent in these local languages);
 - i. Guarantee the award of the Masters Certificate and the appropriate Diploma Supplement, if the Student/Scholarship Holder successfully completes the programme;
 - j. Organize a welcome session in the beginning of each of the three first semesters in each of the three Consortium Institutions, to familiarize students with the master programme, the university services and the city;
 - k. Ensure adequate treatment for Students with disabilities;
 - l. Ensure an adequate treatment of all complaints, according to the applicable regulations/legislations in the Consortium Institutions;
 - m. Encourage the student to join the ERASMUS Mundus Students and Alumni Association.
 7. The MBUILD consortium shall offer no financial support for any costs incurred by the Student within the scope of the MBUILD Master. The Student is solely responsible for the costs incurred with accommodation, travel, visa, student fees, subsistence costs and any other costs necessary for the MBUILD Master.
 8. Should the Student/Scholarship Holder successfully complete the full academic track, corresponding to a total of 120 ECTS, he/she will be awarded with a Joint Master Diploma, issued by U.Porto on behalf of the partner Universities. The Student/Scholarship Holder shall also be provided with a Diploma Supplement describing the details of the academic track.
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9. In case of interruption of studies the Student shall pay in due time the due fees and associated costs for the MBUILD Master in accordance to the regulations of the Coordinating Institution. The Student acknowledges that in case of the interruption of studies, his/her registration in the Master might be annulled, with the possibility of a future readmission, in case the MBUILD Programme still exists and in compliance with the applicable legislation.
10. The Student understands that he/she shall be excluded from the MBUILD master programme:
 - a. If the Student is subject to disciplinary measures leading to his/her exclusion from the MBUILD Consortium Universities;
 - b. If the Student is subject to legal prosecution that prevents him/her from attending the MBUILD Master;
 - c. If the Student was selected based on previous false declarations, which led to the misidentification of his/her eligibility to participate in the master programme;
 - d. In case of proven plagiarism or cheating.
11. The exclusion will be decided according to the applicable law/regulations. The Student may, according to the applicable law/regulations, appeal this decision.
12. Upon exclusion, the Student shall pay in due time the due fees and associated costs for the MBUILD Master in accordance to the regulations of the Coordinating Institution.
13. The Coordinating Institution will comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
14. Personal data (including data in mobility declaration) of the Student/Scholarship Holder will be collected, processed and transferred between the Consortium Institutions and the European Commission, acting as granting authority. Regarding the European Commission, the Portal Privacy Statement is available at <https://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool>.
15. Intellectual Property rights (copyright, industrial property, industrial designs and trademarks) obtained under the MBUILD Master will comply with the Regulation of Intellectual Property of: i) the University of Porto, published in "Diário da República, Série II, n.º 242", on 20/12/2005, ii) Universidad de Cantabria, published in Real Decreto Legislativo 1/1996 (copyright), Ley 24/2015 de 24 (patents and utility models), Ley 20/2003 (industrial designs) and Ley 17/2001 (trademarks), and iii) Technische Hochschule Mittelhessen Federal, Law on Copyright and Related Rights of 09.09.1965, last amended by Law of 23.06.2021 (UrhG §§ 1-143) and Patent Law, in the version of the announcement of 16.12.1980, last amended by Law of 30.08.2021 (PatG §§ 1 - 147).
16. Any modification to this Agreement or its Annexes must be done in the form of an Addendum, being signed by all Parties who signed the original Agreement.
17. Any conflict arising from this agreement should be brought to the attention of the Coordinating Institution. The conflict should be solved by mutual agreement among the Parties.
18. If all attempts to solve the conflict amicably fail, all legal matters arising from the present agreement will be regulated by the Portuguese law.
19. The Consortium Institutions are exonerated from any responsibility for accidents, illnesses, injuries, losses or damages to persons or goods resulting from or in any way related to the activities that are the object of this Agreement.
20. The following annexes constitute an integral part of this Agreement: **Annex 1.** Individualized Study Track
Annex 2. Student Assessment System and Grading Equivalences

The signatories declare that they have read and accept the conditions laid down in this Agreement and its annexes. This Agreement and its Annexes is done in duplicate, one for each party.

First Signatory

Name of student

Porto, xxx

Second Signatory

Professor João Falcão e Cunha – Dean of FEUP

Place and Date: Porto,

ANNEX 1 – INDIVIDUALIZED STUDY TRACK

Study Plan

Y1 – S1 - FEUP/Porto/Portugal				30 ECTS
ECTS	MODULE	CLASS HOURS	PARTICIPANT LECTURERS	
6	M11 Concepts and Strategies for Sustainability	56-60	UP	
6	M12 Sustainability in Building Design	56-60	UP, THM	
6	M13 Management of Construction Projects	56-60	UP, THM	
6	M14 Management of Construction Works	56-60	UP, UC	
6	M15 Integrated Project 1: Group Project	56-60	Group Project UP, UP/THM/UC	
Y1 – S2 – BAU THM/Giessen/Germany				30 ECTS
ECTS	MODULE	CLASS HOURS	PARTICIPANT LECTURERS	
6	M21 Sustainable Cities with Sustainable Buildings	56-60	THM	
6	M22 Sustainable living environment through thermal and acoustic comfort	56-60	THM, UP	
6	M23 ICT for Construction Projects and BIM	56-60	THM, UP	
6	M24 Engineering Methods in Fire Protection	56-60	THM, UC	
6	M25 Integrated Project 2: Group Project	56-60	Group Project THM, UP/THM/UC	
Y2 – S1 – ESTICCP UC/Santander/Spain				30 ECTS
ECTS	MODULE	CLASS HOURS	PARTICIPANT LECTURERS	
6	M31 Sustainable Infrastructures and Circular Economy	56-60	UC, UP	
6	M32 Resilient and Sustainable Built Environment	56-60	UC, UP	
6	M33 New Trends for Construction Development and Research	56-60	UC, THM, UP	
6	M34 Sustainable Construction Materials and Techniques	56-60	UC, THM	
6	M35 Integrated Project 3: Group Project	56-60	Group Project UC, UP/THM/UC	
Y2 – S2 – Any of the participating HEI				30 ECTS
ECTS	MODULE	CLASS HOURS	PARTICIPANT LECTURERS	
30	M41 Dissertation: Internships + Thesis	20-25	UP/THM/UC/AP	

a) Year 1

University	ECTS	Country	Modules	Language
S1 University of Porto (UPORTO)	30	PT	All in Study Plan	ENG
S2 Technische Hochschule Mittelhessen (THM)	30	DE	All in Study Plan	ENG

b) Year 2

University	ECTS	Country	Modules	Language
S1 Universidad de Cantabria (UC)	30	ES	All in Study Plan	ENG

University	ECTS	Country	Module	Language
S2 University of Porto (UPORTO), Universidad de Cantabria (UC) or Technische Hochschule Mittelhessen (THM), with the possibility of voluntary periods of internships while doing the final dissertation, according to theme selection and assigned Supervisor chosen by the Student and if allowed by the applicable visa legislation	30	PT, DE, ES	Master Dissertations – Theme and Internships to be selected before the end of Year 2/Semester 1	ENG

ANNEX 2 – STUDENT ASSESSMENT SYSTEM AND GRADING CONVERSION

1. MBUILD student accomplishment will be evaluated through course examinations and Masters dissertation.
2. Students will be marked according to the score given in each of the examinations. A global Masters’ score will also be awarded. The marks are given in the grading system of the host university and via the translation table shown below to the common grading system:

		Grading Scales and Performance													
U.PORTO Portugal		20	19	18	17	16	15	14	13	12	11	10	9	...	0
		Excellent			Very Good		Good		Sufficient			Fail			
U.CANTABRIA Spain		10.0	9.9	9.0	8.9		7.0		6.9			5.0	4.9	...	0.0
		Matrícula de honor	Sobresaliente		Notable			Aprobado			Suspenso				
THM Germany		100	88		87	73	72	58	57			50	49	...	0
		Excellent			Good		Satisfactory		Sufficient			Fail			

3. The Masters will be successfully completed when all courses are passed, including the Dissertation. It will be graded according to the score given in each course. The final grade of the programme will be the average of each course’s grade weighted by its corresponding ECTS.
Students shall successfully pass course examinations to complete each of the Masters courses. Course examinations may consist of several partial examinations.
4. Students may take each course examinations twice (ordinary and extraordinary examination) during the academic term in which the course is programmed.
5. The Masters Dissertation theme will be decided by the Masters Academic Committee, taking into account Student’s preferences, possible Internship content and Student’s profile. The Academic Committee decision can be appealed before the Consortium Committee and further, according to the applicable legislation.
6. Internships are optional if allowed by the applicable visa legislation and, in the case that the students has followed an internship, the theme for the dissertation can be defined in accordance to student’s preferences, perspective of the entity where the internship was carried and academic requirements. In this case, the dissertation will be co-supervised by a tutor (at least with a MSc degree), from the entity where the internship was developed.
7. The Masters Dissertation shall be submitted according to the schedule defined by the Coordinating Institution for the year in which the student shall be completing the Masters course, expected to occur before the last week of July.
8. The Master Dissertation will be evaluated by a panel of Professors composed and appointed according to the internal rules of the Coordinating Institution.