



# EMMA

## ERASMUS MUNDUS MOBILITY WITH ASIA

### STUDENT CONTRACT

The University of Nice Sophia Antipolis, hereafter referred to as “the University”, represented in the present contract by Professor Francine Diener, Emma coordinator, as the “First Signatory”,  
and the student ..... hereafter referred to as “the Student”, with *passport number* ..... as the “Second Signatory”, undertake the present contract under the following terms and conditions:

#### **Student’s obligations:**

1. To enroll full-time student at the University and study seriously with the objective of successfully passing all examinations in relation to the common study and examination regulations in force at UNS.
2. To comply with all arrangements negotiated for his learning program by his two supervisors as written in his/her Learning Agreement and to do his best to make his mobility a success and obtain the requested number of ECTS at the end of each semester.
3. Communicate with the sending and hosting institutions about any problem or changes regarding his learning program.
4. Engages to behave with ethics during his studies. He will commit no fraudulent act, and will specially avoid cheating, falsification or plagiarism of any academic work. Moreover, he will not abuse or misuse the access to equipment and installations and will not perform any unauthorized access or violation of departmental, school or university rules. Any incident against this compromise will be treated by the UNS Emma Office and may cause the exclusion of the student from the Emma program.
5. Go to any notices of the program coordinator and submit a report in the specified format and any required supporting documents at the end of the study period.
6. Undertakes to stay in Nice during the mobility and to inform the coordinators if he/she needs to leave for any reason.

#### **Institution’s obligations:**

7. The University will use its best endeavors to provide the Student with tuition, supervision, assessment and support services of a professional standard. The relevant information concerning the structure and organization of the curriculum, its calendar,



courses' outline and their evaluation, will be provided to the Student.

8. In addition to his/her home supervisor, the Student will have a supervisor at UNS who will be his/her reference teacher during his/her stay at UNS. Should the Student have any kind of difficulty, either academic, logistic or administrative, he/she will have to request the help from the supervisor. He will also help the Student to integrate in social and cultural terms as well as possible.

9. The Student will obtain help from the UNS Emma Office during all his/her administrative formalities, such as at enrolment at the University, when seeking accommodation (information on costs of living, university residences, renting flats), when applying for residence permit, when setting up a bank account, and will get information on sports facilities as well as cultural and social events.

10. The Student will be covered by an insurance for medical expenses all over Europe, civil responsibility and repatriation cost towards the country of the Student. It is the responsibility of the Student to apply for and sign his/her insurance contract and to check if he/she is indeed covered during the whole period of the stay in Europe under this program and to require in time extension when necessary for this program.

11. Before departure from his/her home country, Emma provide the Student with an e-ticket to travel from home to UNS and will also provide his/her with a return ticket at the end of his/her stay at UNS. Emma will reimburse visa costs if any, will pay the tuition fees at UNS annually (except for stay of less than 10 months) and the residence permit fees.

12. The scholarship will be paid to the Student at the beginning of each month in Euro by bank transfer to the student account (except the first installment that will be paid for two or three months together) according to the usual EM amount (<http://www.emmasia.eu/page/3019.html>).

### **General terms:**

13. The student cannot benefit from another scholarship or grant awarded through other European Union programs for the study period to which this contract applies.

14. Should a Student, for any reason, whether personal or academic, has to withdraw from the program or if, in contravention of the norms established by Emma, he/she stops attending class for no justifiable reason Emma will suspend or deduct any payments pending. The student will be required to reimburse the last-received payment or the proportional part if the Student has unjustified absence or withdraws from the course.

15. Students who have to interrupt their studies for a certain period of time, due to justifiable reasons of health, pregnancy or family matters, must give the coordinator due notification.

16. The scholarship does not create or entitle an employer-employee relation between the University and the Student, and therefore is not subject to direct taxation.



17. The student is not entitled to embark on any vocational occupation with a regular salary in parallel to the studies at UNS without prior approval by Emma.
18. All personal data may be transferred to the European Commission on request.
19. The student must appear the words "funded by Emma in the framework of the EU Erasmus Mundus Action 2" in any publication or report produced during the period covered by this contract.
20. Any alteration to the present Contract must be communicated in writing. All alterations to the initial situation must be immediately communicated by the Student to the Institution. Upon mutual agreement of contractual modifications, the Institution will issue an *addendum* to the present contract.
21. Any deliberate failure on the part of the Student to fulfill the conditions expected in terms of attendance, in particular non-fulfillment of the conditions stipulated in the present Contract, could lead the Institution to take action towards resolving the issue and could lead to reimbursement of the scholarship awarded. In the case of reimbursement, the Institution will determine the amount to be reimbursed.
22. Without prejudice to the general consequences laid down in national law applicable in the present Contract, the Institution reserves the right to cease the effects of the present Contract, without recourse to any juridical procedure apart from adequate communication to the student. Failing agreement by both parts, the French courts are designated as the only competent authorities to resolve any legal dispute between the Institution and the Student emerging from the Contract. The present Contract will be governed by French Law.
23. The Institution is 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 the present Contract.

The signatories declare that they read and accept the conditions lay down in the present Contract.

FIRST SIGNATORY  
Nice, the .....(date)

Professor Francine Diener

SECOND SIGNATORY

Nice, the .....(date)