



# ΕΦΗΜΕΡΙΔΑ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

# ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

27 Απριλίου 2023

ΤΕΥΧΟΣ ΔΕΥΤΕΡΟ

Αρ. Φύλλου 2816

#### ΑΠΟΦΑΣΕΙΣ

Αριθμ. 8259

Ίδρυση κοινού Προγράμματος Μεταπτυχιακών Σπουδών με τίτλο «Ψυχική Ανθεκτικότητα σε Εκπαιδευτικά Πλαίσια / Resilience in Educational Settings» του Παιδαγωγικού Τμήματος Προσχολικής Εκπαίδευσης του Π. Κ. σε συνεργασία με το επισπεύδον University of Malta (Μάλτα), το University of Lisbon (Πορτογαλία), το San Stefan Cel Mare University (Ρουμανία), στο πλαίσιο του Προγράμματος Erasmus Mundus.

Η ΣΥΓΚΛΗΤΟΣ ΤΟΥ ΠΑΝΕΠΙΣΤΗΜΙΟΥ ΚΡΗΤΗΣ

Έχοντας υπόψη:

- 1. Το π.δ. 296/1973 (Α΄ 239) περί καθορισμού του τίτλου και της έδρας του εν Κρήτη ιδρυθέντος Πανεπιστημίου, το ν.δ. 114/1974 (Α΄ 310) περί τροποποιήσεως και συμπληρώσεως το ν.δ. 87/1973 «περί ιδρύσεως Πανεπιστημίων εις Θράκην και εις Κρήτην» (Α΄ 159) και επεκτάσεως διατάξεων τινών αυτού εις άπαντα τα ΑΕΙ..., τον ν. 259/1976 (Α΄ 25) περί τροποποιήσεως και συμπληρώσεως των περί Πανεπιστημίων Θράκης και Κρήτης κειμένων διατάξεων.
- 2. Τις περ. θ) και κδ) της παρ. 2 του άρθρου 5 του ν. 3469/2006 «Εθνικό Τυπογραφείο, Εφημερίς της Κυβερνήσεως και λοιπές διατάξεις» (Α΄ 131).
- 3. Την υπό στοιχεία 108169/Z1/21.8.2020 (Υ.Ο.Δ.Δ. 677) διαπιστωτική πράξη της Υπουργού Παιδείας και Θρησκευμάτων για την εκλογή ως Πρύτανη του Πανεπιστημίου Κρήτης του Καθηγητή της Ιατρικής Σχολής Γεωργίου Κοντάκη, με τετραετή θητεία από 1.9.2020 έως 31.8.2024.
- 4. Την υπ' αρ. 20018/1.9.2022 (ΑΔΑ: 6ΖΚΛ469Β7Γ-4ΨΧ) πράξη συγκρότησης της Συγκλήτου του Πανεπιστημίου Κρήτης για το Ακαδημαϊκό Έτος 2022-23, όπως αυτή τροποποιήθηκε με την υπ' αρ. 5291/9.3.2023 (ΑΔΑ: 9Φ93469Β7Γ-7Κ4) πράξη συγκρότησης της Συγκλήτου του Πανεπιστημίου Κρήτης για το Ακαδημαϊκό Έτος 2022-2023.
- 5. Τον ν. 3374/2005 «Διασφάλιση της ποιότητας στην ανώτατη εκπαίδευση. Σύστημα μεταφοράς και συσσώρευσης πιστωτικών μονάδων Παράρτημα διπλώματος» (Α΄ 189).

- 6. Τον ν. 4957/2022 «Νέοι Ορίζοντες στα Ανώτατα Εκπαιδευτικά Ιδρύματα: Ενίσχυση της ποιότητας, της λειτουργικότητας και της σύνδεσης των Α.Ε.Ι. με την κοινωνία και λοιπές διατάξεις» (Α΄ 141) και ιδίως την παρ. 4 του άρθρου 16 και το άρθρο 80.
- 7. Την υπό στοιχεία 108990/Z1/2022 απόφαση του Υφυπουργού Παιδείας και Θρησκευμάτων, Ευάγγελου Συρίγου, με θέμα την «Ρύθμιση των θεμάτων σχετικά με τη διαδικασία δωρεάν φοίτησης σε Πρόγραμμα Μεταπτυχιακών Σπουδών με τέλη φοίτησης» (Β΄ 4899).
- 8. Την υπό στοιχεία 135557/Z1/1.11.2022 εγκύκλιο του Υπουργείου Παιδείας και Θρησκευμάτων, με θέμα «Εφαρμογή των διατάξεων του ν. 4957/2022 "Νέοι Ορίζοντες στα Ανώτατα Εκπαιδευτικά Ιδρύματα: Ενίσχυση της ποιότητας, της λειτουργικότητας και της σύνδεσης των Α.Ε.Ι. με την κοινωνία και λοιπές διατάξεις" για την οργάνωση και λειτουργία προγραμμάτων μεταπτυχιακών σπουδών και λοιπά θέματα».
- 9. Το απόσπασμα πρακτικών της υπ' αρ. 613ης/ 30.11.2022 συνεδρίασης της Συνέλευσης του Παιδαγωγικού Τμήματος Προσχολικής Εκπαίδευσης.
- 10. Το σχέδιο απόφασης Ίδρυσης με Κανονισμό Σπουδών, το Ειδικό Πρωτόκολλο Συνεργασίας, τον Αναλυτικό Προϋπολογισμό Λειτουργίας και τη Μελέτη Σκοπιμότητας και Βιωσιμότητας.
- 11. Το γεγονός ότι τα συνεργαζόμενα Ιδρύματα είναι ομοταγή, όπως προκύπτει από το Εθνικό Μητρώο Αναγνωρισμένων Ιδρυμάτων Ανώτατης Εκπαίδευσης της αλλοδαπής του Δ.Ο.Α.Τ.Α.Π.
- 12. Το γεγονός ότι το εν θέματι Κοινό Πρόγραμμα Μεταπτυχιακών Σπουδών εντάσσεται στο πλαίσιο του Erasmus Mundus.
- 13.Το απόσπασμα πρακτικών της υπ' αρ. 2ης/9.12.2022 συνεδρίασης της Επιτροπής Μεταπτυχιακών Σπουδών του Πανεπιστημίου Κρήτης, το οποίο διαβιβάστηκε στη Σύγκλητο με το υπ' αρ. 31013/12.12.2022 έγγραφο του Προέδρου της Επιτροπής Μεταπτυχιακών και Αντιπρύτανη Ακαδημαϊκών Υποθέσεων, Δια Βίου Μάθησης, Διεθνών Σχέσεων και Εξωστρέφειας, Καθηγητή Γεώργιου Κοσιώρη.
- 14. Τα πρακτικά της υπ' αρ. 493ης/15.12.2022 συνεδρίασης της Συγκλήτου του Πανεπιστημίου Κρήτης για το

θέμα Εκπαίδευσης και Έρευνας 1ο, για την αποδοχή της εισήγησης του Παιδαγωγικού Τμήματος Προσχολικής Εκπαίδευσης για την Ίδρυση του κοινού Προγράμματος Μεταπτυχιακών Σπουδών.

15. Την υπ΄ αρ. 33266/7.3.2023 επιστολή του Προέδρου της ΕΘ.Α.Α.Ε., Καθηγητή Περικλή Μήτκα, με θέμα την πιστοποίηση του κοινού Προγράμματος Μεταπτυχιακών Σπουδών με τίτλο «Ψυχική Ανθεκτικότητα σε Εκπαιδευτικά Πλαίσια / Resilience in Educational Settings».

16. Τα πρακτικά της υπ' αρ. 497ης/30.3.2023 συνεδρίασης της Συγκλήτου του Πανεπιστημίου Κρήτης για το θέμα Εκπαίδευσης και Έρευνας 6ο.

17. Την εισήγηση του Αντιπρύτανη Ακαδημαϊκών Υποθέσεων, Δια Βίου Μάθησης, Διεθνών Σχέσεων και Εξωστρέφειας, Καθηγητή Γεωργίου Κοσιώρη.

18. Το γεγονός ότι από την εφαρμογή της παρούσας απόφασης δεν προκαλείται δαπάνη σε βάρος του κρατικού προϋπολογισμού, καθώς η χρηματοδότηση του Κοινού Π.Μ.Σ. (Erasmus Mundus Joint Master Degree) προέρχεται από χρηματοδότηση της Ε.Ε. που έχει διασφαλιστεί (Αύγουστος 2022), εγκρίνει:

την Ίδρυση κοινού Προγράμματος Μεταπτυχιακών Σπουδών με τίτλο «Ψυχική Ανθεκτικότητα σε Εκπαιδευτικά Πλαίσια / Resilience in Educational Settings» του Παιδαγωγικού Τμήματος Προσχολικής Εκπαίδευσης του Πανεπιστημίου Κρήτης σε συνεργασία με το επισπεύδον University of Malta (Μάλτα), το University of Lisbon (Πορτογαλία), το San Stefan Cel Mare University (Ρουμανία), στο πλαίσιο του Προγράμματος Erasmus Mundus, σύμφωνα με τις διατάξεις του ν. 4957/2022 (Α΄ 141), ως ακολούθως:

A) Απόφαση Ίδρυσης και Κανονισμός Σπουδών του κοινού Προγράμματος Μεταπτυχιακών Σπουδών (Erasmus Mundus Joint Master Degree) με τίτλο «Ψυχική Ανθεκτικότητα σε Εκπαιδευτικά Πλαίσια / Resilience in Educational Settings».

Άρθρο 1 Γενικές Διατάξεις

Το Παιδαγωγικό Τμήμα Προσχολικής Εκπαίδευσης (Π.Τ.Π.Ε.) του Πανεπιστημίου Κρήτης σε συνεργασία με το University of Malta της Μάλτας, το University of Lisbon της Πορτογαλίας, το San Stefan Cel Mare University της Ρουμανίας, θα οργανώσουν και θα λειτουργήσουν από το ακαδημαϊκό έτος 2023-2024 Κοινό Πρόγραμμα Μεταπτυχιακών Σπουδών (στο εξής Πρόγραμμα) με τίτλο Ψυχική Ανθεκτικότητα σε Εκπαιδευτικά Πλαίσια (Resilience in Educational Settings στο πλαίσιο του προγράμματος Erasmus Mundus Joint Masters Degrees(EMJMD). Τον συντονισμό της λειτουργίας και την διοικητική υποστήριξη του Προγράμματος, θα έχει το University of Malta (Πανεπιστήμιο Μάλτας) σύμφωνα με το Ειδικό Πρωτόκολλο Συνεργασίας.

Άρθρο 2 Αντικείμενο - Σκοπός

Σκοπός του Κοινού διεθνούς μεταπτυχιακού προγράμματος είναι η υψηλού επιπέδου ποιοτική εκπαίδευση για την απόκτηση βασικών γνώσεων, ικανοτήτων και

δεξιοτήτων στον τομέα της επιστήμης της πρόληψης (prevention science) και στο πεδίο της ψυχικής ανθεκτικότητας σε εκπαιδευτικά πλαίσια (Resilience in Educational Settings) για επαγγελματίες της πράξης στο σχολικό πλαίσιο.

Η θεωρητική και η πρακτική / βιωματική εκπαίδευση καθώς και η πρακτική άσκηση (practice placement) στο πεδίο των σχολείων ή νηπιαγωγείων ή άλλων εκπαιδευτικών δομών, που θα λάβουν οι μεταπτυχιακοί φοιτητές/ τριες βασίζεται σε μια διεπιστημονική προσέγγιση. Η προσέγγιση αυτή επιβάλλεται τόσο από τον χαρακτήρα του γνωστικού αντικειμένου, όσο και από τις σύγχρονες κοινωνικές, εκπαιδευτικές πολιτικές και τις ραγδαίες εξελίξεις στις Ευρωπαϊκές κοινωνίες (π.χ. πανδημία, πολεμικές συρράξεις και μεταναστευτικά ρεύματα) και στα σχολεία της Ευρώπης και διεθνώς.

Αυτός ο σκοπός θα επιτευχθεί με την εφαρμογή ενός σύγχρονου προγράμματος σπουδών, το οποίο θα στηρίζεται σε κλασικές αλλά και σε σύγχρονες εκπαιδευτικές μεθόδους (π.χ. μελέτη και ανάλυση περιπτώσεων, παιχνίδια ρόλων, εκπαιδευτικά video και conference calls) καθώς και εξ αποστάσεως διδασκαλία, όπου αυτό είναι αναγκαίο. Το πρόγραμμα σπουδών θα διδαχτεί από εξειδικευμένους επιστήμονες στα πεδία της πρόληψης, της ψυχικής ανθεκτικότητας, της διδακτικής και παιδαγωγικής πράξης καθώς και της (σχολικής) ψυχολογίας με εμπειρία και επιστημονικούς δεσμούς σε ερευνητικά κέντρα, Ινστιτούτα και Πανεπιστήμια της ημεδαπής και αλλοδαπής.

Στόχος του Προγράμματος είναι η επαγγελματική ανάπτυξη και εξέλιξη των μεταπτυχιακών φοιτητών/τριων με την παράλληλη προαγωγή των Επιστημών της Αγωγής και της Εφαρμοσμένης Ψυχολογίας. Αυτό θα επιτευχθεί διαμέσου της συστηματικής έρευνας και απόκτησης δεξιοτήτων σε εξειδικευμένα γνωστικά αντικείμενα αιχμής όπως η Ψυχική Ανθεκτικότητα και οι Εφαρμογές της σε διαφορετικά εκπαιδευτικά πλαίσια σε Ελλάδα και εξωτερικό.

Επίσης, στόχος του κοινού ΠΜΣ είναι η δημιουργία μιας κουλτούρας νέων επιστημόνων (παιδαγωγών προσχολικής ηλικίας, εκπαιδευτικών όλων των βαθμίδων, ψυχολόγων και ερευνητών και επαγγελματιών της πράξης, που θα υιοθετήσουν και διαμέσου της έρευνας τους και της παιδαγωγικής πράξης θα προάγουν, τα εφαρμοσμένα πεδία της Επιστήμης της Πρόληψης, της Προαγωγής της Ψυχικής Υγείας και Ευεξίας στο σχολικό πλαίσιο, της Προαγωγής της Ψυχικής Ανθεκτικότητας βάση ενός πολυεπίπεδου μοντέλου (Multisystemic Resilience) καθώς της υλοποίησης προληπτικών προγραμμάτων και της εμπειρικά τεκμηριωμένης αξιολόγησης τους μέσα στο εκπαιδευτικό σύστημα.

Άρθρο 3 Μεταπτυχιακοί Τίτλοι

Το Κοινό Π.Μ.Σ. απονέμει κοινό Μεταπτυχιακό Δίπλωμα Ειδίκευσης (Μ.Δ.Ε.) με τίτλο «Ψυχική Ανθεκτικότητα σε Εκπαιδευτικά Πλαίσια (Resilience in Educational Settings» (Joint Master of Science "Resilience in Educational Settings), ο τύπος του οποίου καθορίζεται σύμφωνα με το Ειδικό Πρωτόκολλο Συνεργασίας και την κείμενη νομοθεσία.

Άρθρο 4 Κατηγορίες Εισακτέων Πτυχιούχων

Στο Κοινό Π.Μ.Σ. (Πρόγραμμα) γίνονται δεκτοί πτυχιούχοι από όλα τα Τμήματα Πανεπιστημίων και Α.Τ.Ε.Ι, της ημεδαπής ή αναγνωρισμένων ομοταγών ιδρυμάτων της αλλοδαπής που είναι συναφή με το ευρύτερο γνωστικό αντικείμενο της Πρόληψης, Σχολικής, Κλινικής και Συμβουλευτικής Ψυχολογίας (και άλλων ειδικοτήτων της Ψυχολογίας), των Επιστημών της Αγωγής, της Ειδικής Αγωγής, της Κοινωνικής Εργασίας, και κλάδων/ειδικεύσεων της Ιατρικής.

Άρθρο 5 Χρονική Διάρκεια

Η χρονική διάρκεια για την απονομή του Μεταπτυχιακού Διπλώματος Ειδίκευσης (Μ.Δ.Ε.) ορίζεται σε τέσσερα (4) διδακτικά εξάμηνα.

Άρθρο 6 Πρόγραμμα Μαθημάτων

- 1. Το σύνολο των Ευρωπαϊκών Πιστωτικών Μονάδων (ECTS) που απαιτούνται για τη λήψη του Μ.Δ.Ε. (Resilience in Educational Settings) ανέρχονται σε εκατόν είκοσι πιστωτικές μονάδες (120). Οι φοιτητές/τριες οφείλουν να συγκεντρώσουν τριάντα (30) Ευρωπαϊκές Πιστωτικές Μονάδες (ECTS) σε κάθε εξάμηνο, δηλαδή εκατόν είκοσι (120 ECTS) στα τέσσερα εξάμηνα φοίτησης. Όλοι οι φοιτητές/τριες οφείλουν να παρακολουθήσουν τα προσφερόμενα μαθήματα σε κάθε εξάμηνο.
- 2. Τα μαθήματα του Προγράμματος πραγματοποιούνται στην αγγλική γλώσσα. Επιπλέον το κάθε συνεργαζόμενο Πανεπιστήμιο θα προσφέρει εντατικά μαθήματα εκμάθησης γλώσσας της αντίστοιχης χώρας, ώστε να

μπορέσουν οι φοιτητές/τριες να προσαρμοστούν ευκολότερα στις αντίστοιχες χώρες υποδοχής.

- 3. Οι φοιτητές/τριες που συμμετέχουν στο κοινό Πρόγραμμα απολαμβάνουν τα προνόμια και υπόκεινται επιπλέον στους κανονισμούς και στους εν ισχύ κανόνες στο Πανεπιστήμιο που φοιτούν. Το συντονιστικό όργανο των συμμετεχόντων Πανεπιστημίων, ορίζει τον/την επιβλέποντα, στον οποίο οι φοιτητές/τριες μπορούν να απευθύνονται για συμβουλές ή για βοήθειά τους, κατά τη διάρκεια της παραμονής τους στο Ίδρυμα.
- 4. Οι φοιτητές/τριες που συμμετέχουν στο κοινό Πρόγραμμα εγγράφονται υποχρεωτικά και παρακολουθούν το πρώτο εξάμηνο στο University of Malta της Μάλτας, το δεύτερο εξάμηνο στο Πανεπιστήμιο Κρήτης και το τρίτο εξάμηνο στα University of Lisbon της Πορτογαλίας ή το San Stefan Cel Mare University της Ρουμανίας ανάλογα της επιλογής τους. Το τέταρτο εξάμηνο, ο φοιτητής/τρια επιλέγει ένα θέμα διπλωματικής και εποπτεύεται από ένα επόπτη καθηγητή από ένα εκ των τεσσάρων συνεργαζόμενων Πανεπιστημίων.
- 5. Η διπλωματική εργασία γράφεται στην αγγλική γλώσσα και έχει μέγεθος μέχρι 15.000 λέξεις. Η διπλωματική εργασία κατατίθεται στο τέλος του τέταρτου εξαμήνου με την οριστική μορφή της και υποστηρίζεται προφορικά ενώπιον εξεταστικής επιτροπής στην αγγλική με συμμετοχή εκπροσώπων από τα Πανεπιστήμια που θα απονείμουν τίτλο σπουδών στο/στη συγκεκριμένο/η φοιτητή/τρια. Συμμετοχή εξωτερικών εξεταστών είναι δυνατή όπως περιγράφεται στο Ειδικό Πρωτόκολλο Συνεργασίας. Οι φοιτητές θα εποπτεύονται από μια ομάδα εποπτών ή επιτροπής που θα αντιπροσωπεύει τα τέσσερα (4) συμμετέχοντα Πανεπιστήμια. Κάθε φοιτητής/τρια θα έχει έναν επόπτη/τρια και όπου κριθεί απαραίτητο και έναν/μια σύμβουλο. Οι ρόλοι του βασικού επόπτη θα μοιραστούν ισότιμα μεταξύ των 4 εταίρων.
- 6. Τα μαθήματα πραγματοποιούνται στα συνεργαζόμενα Πανεπιστήμια κατά τον ακόλουθο τρόπο:

#### A' EEAMHNO University of Malta

A´ EΞΑΜΗΝΟ								
Τίτλος Μαθήματος								
Υποχρεωτικά Κορμού								
Resilience in Human Development (Ψυχική Ανθεκτικότητα κατά την Διάρκεια της Ανθρώπινης Ανάπτυξης)	10							
Competences and Pedagogy in Resilience Education (Δεξιότητες και Παιδαγωγική Πράξη στην Εκπαίδευση Ψυχικής Ανθεκτικότητας)	10							
Planning, implementing and evaluating Resilience Programs (Σχεδιασμός, Υλοποίηση και Αξιολόγηση Προγραμμάτων Ψυχικής Ανθεκτικότητας)	5							
Κατ΄ επιλογή υποχρεωτικά (ένα από τα παρακάτω)								
Family Therapy and Systemic Practice in Resilience Building (Οικογενειακή Θεραπεία και Συστημική Πράξη στην Προαγωγή της Ψυχικής Ανθεκτικότητας)	5							
Learning and Diversity (Μάθηση και Διαφορετικότητα)	5							
ΣΥΝΟΛΟ Α΄ ΕΞΑΜΗΝΟΥ	30 ECTS							

# B' EΞAMHNO University of Crete, Greece

B' EΞAMHNO							
Τίτλος Μαθήματος							
Υποχρεωτικά Κορμού							
Contextual and Systemic Processes in Resilience Enhancement: Classroom and School Climates (Συστημικοί Παράγοντες και Παράγοντες Πλαισίου στην Προαγωγή της Ψυχικής Ανθεκτικότητας: Το Κλίμα της Τάξης και του Σχολείου).	10						
Working with parents and professionals in enhancing resilience (Συνέργειες με Γονείς και Επαγγελματίες στην Προαγωγή της Ψυχικής Ανθεκτικότητας)	5						
Research methods in Resilience Education (Μέθοδοι Έρευνας στην Εκπαίδευση Ψυχικής Ανθεκτικότητας)	10						
Κατ' επιλογή Υποχρεωτικά (Ένα από τα παρακάτω)							
Selective topics on Resilience and applications in Education (Επιλεκτικές Θεματικές στην Ψυχική Ανθεκτικότητα και Εφαρμογές στην Εκπαίδευση)	5						
Prevention Programs for Vulnerable Young Children (Προληπτικά Προγράμματα για Ευάλωτα Παιδιά πρώτης παιδικής και προσχολικής Ηλικίας)	5						
ΣΥΝΟΛΟ Β΄ ΕΞΑΜΗΝΟΥ	30 ECTS						

# Γ΄ ΕΞΑΜΗΝΟ University of Lisbon (UL)/Stefan Cel Mare University (USV)

Γ΄ EΞΑΜΗΝΟ							
Τίτλος Μαθήματος							
Υποχρεωτικά Κορμού							
Health and Well-Being of practitioners (Υγεία και Ψυχική Ευεξία των Επαγγελματιών στο Πεδίο)	10						
Observation and practice placements (Παρατήρηση και Πρακτική Άσκηση στο Πεδίο)	10						
Κατ' επιλογή υποχρεωτικά (τέσσερα από τα παρακάτω)							
Relationships and supportive networks in promoting resilience (USV) (Διαπροσωπικές Σχέσεις και Υποστηρικτικά δίκτυα στην Προαγωγή της Ψυχικής Ανθεκτικότητας)	10						
Positive Psychology (USV) Θετική Ψυχολογία	10						
Mind and Body practices in schools (UL) - Νους και Σώμα: Η Ενσωμάτωση τους στις Πρακτικές του Σχολείου	5						
Behavior management and change in schools (UL) (Διαχείριση Συμπεριφοράς και Αλλαγή στα Σχολεία)	5						
Resilience in Occupational Systems (UL) Ψυχική Ανθεκτικότητα σε Εργασιακά Συστήματα και Περιβάλλοντα.	5						
ΣΥΝΟΛΟ Γ΄ ΕΞΑΜΗΝΟΥ	30 ECTS						

# $\Delta'$ E $\Xi$ AMHNO

Δ΄ ΕΞΑΜΗΝΟ (University of Malta, Πανεπιστήμιο Κρήτης, University of Lisbon, San Stefan Cel Mare Un					
Τίτλος Μαθήματος	Πιστωτικές Μονάδες (ECTS)				
Διπλωματική Εργασία (Master thesis)	30 ECTS				
ΣΥΝΟΛΟ Δ' ΕΞΑΜΗΝΟΥ	30 ECTS				

Άρθρο 7 Γλώσσα διδασκαλίας και συγγραφής της μεταπτυχιακής εργασίας

Η γλώσσα διδασκαλίας των μαθημάτων είναι η αγγλική και η μεταπτυχιακή (Διπλωματική) εργασία θα γραφεί στα αγγλικά.

Άρθρο 8 Αριθμός Εισακτέων

Ο αριθμός εισακτέων στο Κοινό Π.Μ.Σ. κατ' έτος ορίζεται κατ' ανώτατο όριο στους 30 φοιτητές/τριες.

Άρθρο 9 Προσωπικό

Για την υλοποίηση του Προγράμματος «Ψυχική Ανθεκτικότητα σε Εκπαιδευτικά Πλαίσια (Resilience in Educational Settings) απασχολούνται Καθηγητές του Παιδαγωγικού Τμήματος Προσχολικής Εκπαίδευσης, Παιδαγωγικού Τμήματος Δημοτικής Εκπαίδευσης, Τμήματος Ψυχολογίας, Τμήματος Κοινωνιολογίας, Ιατρικής Σχολής και Καθηγητές και διδάσκοντες των συνεργαζόμενων Ιδρυμάτων (full members) και των συνεργαζόμενων εταίρων (associate) τους στο Κοινό ΠΜΣ (Erasmus Mundus Joint Masters Degree).

Επίσης δύνανται να συμμετάσχουν και μέλη ΔΕΠ άλλων τμημάτων συναφούς γνωστικού αντικειμένου, Πανεπιστημίων, ΑΤΕΙ ή Ερευνητικών Ινστιτούτων ή και Κέντρων της ημεδαπής και αλλοδαπής. Επίσης στο ΠΜΣ μπορούν να απασχοληθούν κατηγορίες διδασκόντων σύμφωνα με τις διατάξεις του άρθρου 83 του ν. 4957/2022.

Άρθρο 10 Υλικοτεχνική υποδομή

Για την λειτουργία το κοινού ΠΜΣ θα χρησιμοποιηθούν οι χώροι διδασκαλίας, η υλικοτεχνική υποδομή του Παιδαγωγικού Τμήματος Προσχολικής Εκπαίδευσης και οι βιβλιοθήκες του Πανεπιστημίου Κρήτης και οι αντίστοιχοι χώροι και υποδομές των άλλων τριών (3) συνεργαζόμενων Πανεπιστημίων του ΠΜΣ. Αυτές οι υποδομές θα μπορούν να αξιοποιηθούν και για τις εξ αποστάσεως συνδέσεις και διδασκαλίες. Επίσης, θα χρησιμοποιηθούν οι χώροι πολλαπλών χρήσεων του Κέντρου Ερευνών και Μελετών (ΚΕΜΕ) του Πανεπιστημίου Κρήτης καθώς και άλλοι χώροι συνεργασίας, εφόσον το Erasmus Mundus ενταχθεί στα προγράμματα του ΚΕΜΕ.

Άρθρο 11 Κόστος Λειτουργίας

I. Το συνολικό κόστος λειτουργίας του Κοινού ΠΜΣ Erasmus Mundus Joint Master προγράμματος υπολογίζεται στο ποσό των 4.627.200 ευρώ. Το οποίο κατανέμεται μεταξύ των συμμετεχόντων ιδρυμάτων ως εξής:

| Ιδρυμα (Universities) | EUROS | University of Malta (Συντονιστής) | 1041,269 | Πανεπιστήμιο Κρήτης (UOC) | 496,371 | University of Lisbon (UL) | 292,979 | San Stefan Cel Mare University (USV) | 257,381 | Σύνολο | 2088,000 ευρώ

Το συνολικό κόστος του Κοινού ΠΜΣ (Resilience in Educational Settings) υπολογίζεται στα 4,627,200 ευρώ.

Από αυτό το συνολικό ποσό, οι μεταπτυχιακοί φοιτητές θα λάβουν 2,419,200 ευρώ σε μορφή υποτροφιών. Το consortium (σύμπραξη πανεπιστημίων) θα λάβει 2,088,000. Επίσης υπάρχει και ένας εγκεκριμένος μηχανισμός με προϋπολογισμό 120.000 ευρώ για φοιτητές/ τριες με Αναπηρία, αν αυτό κριθεί αναγκαίο.

Το ποσό των 2,088,000 ευρώ που προαναφέρθηκε διαμοιράζεται όπως δείχνει ακριβώς ο πίνακας 1 μόνο σε συμμετέχοντα πανεπιστήμια ως πλήρη μέλη (beneficiaries and full members) της σύμπραξης πανεπιστημίων (consortium).

Μέσα στο πλαίσιο του προϋπολογισμού του κάθε εταίρου μέλους του Consortium (Σύμπραξης) του Erasmus Mundus Joint Masters (Resilience in Educational Settings) υπάρχει επίσης ένας διαμοιρασμός Ευρωπαϊκών Πιστωτικών Μονάδων (ΕCTS) που ο κάθε εταίρος θα πρέπει να υλοποιήσει. Κάθε εταίρος θα πρέπει στο πλαίσιο αυτό να καλύψει τις δαπάνες μετακίνησης, αποζημίωσης του διδακτικού έργου προσκεκλημένων ομιλητών ή καθηγητών από άλλα πανεπιστήμια ή φορείς που φιλοξενούνται στο Ίδρυμα τους και βρίσκονται στην κατηγορία των συνεργαζόμενων εταίρων (associate partners). Στον πίνακα 1, καταγράφονται κοινά κόστη στο consortium, τα οποία και θα πληρωθούν από συγκεκριμένους εταίρους του Consortium:

II. Το συνολικό κόστος λειτουργίας της Ελληνικής συμμετοχής στο Κοινό Πρόγραμμα, ανά ακαδημαϊκό έτος έως και τον Σεπτέμβριο του 2028 κατανέμεται στις εξής κατηγορίες οι οποίες είναι ενδεικτικές και η παρακάτω λίστα δεν είναι αναγκαστικά πλήρης (non-exhaustive):

Δαπάνες για αμοιβές διδασκαλίας του τακτικού προσωπικού των ΑΕΙ, Δαπάνες για αμοιβές για εργασία σε επιτροπές του κοινού ΠΜΣ του ίδιου προσωπικού, δαπάνες για αμοιβές τρίτων (προσκεκλημένοι διδάσκοντες ή ομιλητές και συνεργαζόμενοι φορείς και εταίροι-associate partners), δαπάνες για αμοιβές έκτακτου διδακτικού προσωπικού και προσωπικό διοικητικής και οικονομικής υποστήριξης, δαπάνες μετακινήσεων φοιτητών του ΠΜΣ εντός της χώρας, δαπάνες μετακινήσεων διδασκόντων και προσκεκλημένων ομιλητών του ΠΜΣ εντός της χώρας, δαπάνες για μετακινήσεις για συναντήσεις του Consortium (2 άτομα για συμμετοχή σε 9 συναντήσεις), δαπάνες για Διασφάλιση Ποιότητας (Quality Assurance), δαπάνες για την εκδήλωση έναρξης του Κοινού ΠΜΣ, δαπάνες για ένα Διεθνές Συνέδριο και δημοσιεύσεις, δαπάνες για υλικό διάχυσης για Κοινό ΠΜΣ, δαπάνες για ένα Πανελλήνιο Συνέδριο για το Κοινό ΠΜΣ, δαπάνες για μη Αναλώσιμα προϊόντα- εξοπλισμό, και τέλος δαπάνες για αναλώσιμα Προϊόντα και κατηγορία Λοιπών Δαπανών.

III. Το ανωτέρω κόστος λειτουργίας θα καλυφθεί από τις εγκριθείσες χρηματοδοτήσεις της Ε.Ε. του προγράμματος Erasmus Mundus Joint Masters Degrees (EMJMDs).

Άρθρο 12 Τέλη φοίτησης

Το Κοινό Πρόγραμμα ΠΜΣ (Resilience in Education/ Educational Settings) προβλέπει τέλη συμμετοχής (Participation fees) ύψους 4500 Euros ανά έτος για φοιτητές από χώρες της Ευρωπαϊκής Ένωσης, και 9500 ευρώ ανά έτος για φοιτητές από χώρες εκτός της Ευρωπαϊκής Ένωσης. Τα τέλη συμμετοχής θα καλύπτονται από υποτροφίες που χορηγεί η Ευρωπαϊκή Ένωση (Education, Audiovisual and Culture Executive Agency, EACEA) στο πλαίσιο του προγράμματος Erasmus Mundus Joint Master Degrees (EMJMDs). Το κόστος των υποτροφιών παρέχεται στο συντονιστή του Προγράμματος, ο οποίος και έχει την ευθύνη για την κατανομή στους φοιτητές/ τριες. Η υποτροφία καλύπτει τα τέλη συμμετοχής, την ασφάλιση, τα έξοδα μετακίνησης από και προς τα συμμετέχοντα Πανεπιστήμια και μέρος του κόστους διαβίωσης των συμμετεχόντων φοιτητών/τριων. Το Πρόγραμμα δύναται να παρακολουθήσει και ένα μικρό ποσοστό αυτοχρηματοδοτούμενων φοιτητών/τριων.

Άρθρο 13 Διάρκεια Λειτουργίας του Κοινού Π.Μ.Σ.

Το κοινό Π.Μ.Σ. θα λειτουργήσει μέχρι και το ακαδημαϊκό έτος 2027-2028. Κάθε πέντε χρόνια η Σύγκλητος του Πανεπιστημίου Κρήτης θα αποφασίζει για την συνέχιση ή όχι του Π.Μ.Σ.

Άρθρο 14 Μεταβατικές Διατάξεις

Όσα θέματα δεν ρυθμίζονται στην παρούσα απόφαση θα ρυθμίζονται από το Ειδικό Πρωτόκολλο Συνεργασίας, τον Κανονισμό Μεταπτυχιακών Σπουδών του Κοινού Π.Μ.Σ. καθώς και από τα αρμόδια όργανα σύμφωνα με την κείμενη νομοθεσία.

#### Β) Ειδικό Πρωτόκολλο Συνεργασίας



# Erasmus+ Programme (ERASMUS) DRAFT CONSORTIUM AGREEMENT

# for the implementation of the

# International Joint Masters Programme - Resilience in Educational Contexts (FLOURISH)

A consortium agreement (hereinafter the "Agreement") made by and between:

- (1) L-Università ta' Malta, hereinafter referred to as "UM" or "Partner1";
- (2) The University of Crete, Greece, hereinafter referred to as "UC" or "Partner2";
- (3) University of Lisbon, Portugal, hereinafter referred to as "UL" or "Partner3";
- (4) Stefan cel Mare University, Suceava, Romania, hereinafter referred to as **"USV"** or **"Partner 4"**;

Also hereinafter collectively referred to as the "Parties" or "Consortium" and individually as "Party" or "HEI".

#### **PREAMBLE**

- (a) Whereas the Parties wish to collaborate to jointly deliver an international Joint Masters Programme in Resilience in Educational Contexts (hereinafter referred to as the "Masters Programme") over a period of two Academic Years, spanning over 4 Semesters;
- (b) Whereas the Parties have received funding under a project entitled "FLOURISH" (the "Project") from the European Commission's Erasmus+ programme, with the purpose of delivering the Masters Programme;
- (c) Whereas the Consortium aims to achieve long-term sustainability of the Masters Programme; and
- (d) Whereas this Agreement sets out the relationship between the Parties and establishes the organisational aspect of the work to be undertaken by the Parties and the internal arrangements between them.

#### NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

#### 1. **DEFINITIONS**

In this Agreement, unless the context otherwise requires, the following terms shall have the meaning attributed to them below:

- 1.1 "Academic Year" means the academic year during which the Masters Programme is delivered, starting on 1<sup>st</sup> October of a given calendar year and ending on the 30<sup>th</sup> September of the following calendar year. Each
- 1.2 **"ASG"** means the Administrative and Support Group established under Article 3;
- 1.3 "Associate Partners" means:
  - (a) Dublin City University, Ireland hereinafter referred to as "DCU" or "Partner 5/P5";
  - (b) Dalhousie University, Canada, hereinafter referred to as "UDH" or "Partner 6/P6";
  - (c) The University of Pretoria, South Africa, hereinafter referred to as "UP" or "Partner 7/P7";
  - (d) Orebro University (Sweden) hereinafter referred to as "OU" or "Partner 8/P8";
  - (e) University of Sao Paolo, Brazil, hereinafter referred to as "USP" or "Partner 9/P9"; and
  - (f) European School Psychology Training Centre (Netherlands), hereinafter referred to as "ESPTC" or "Partner 10/P10".
- "Background IP" means Intellectual Property owned or controlled by either of the Parties at the Commencement Date or which shall at any time thereafter become so owned or controlled otherwise than as a result of the Project under this Agreement;
- 1.5 **"Commission"** means the European Commission;
- 1.6 **"Confidential Information"** shall have the meaning assigned to it under Article 15.1;
- 1.7 **"Consortium Body"** shall have the meaning attributed to it in Article 3;
- 1.8 **"Coordinator"** means the Project coordinator and lead partner, being Partner 1;
- 1.9 **"Curriculum"** shall have the meaning assigned to it in Article 7.3;
- 1.10 "DC" means the Dissertations Committee established under Article 3:
- 1.11 "Directors" means the Masters Programme directors of the Parties;
- 1.12 **"EACEA"** means the Education, Audiovisual and Culture Executive Agency acting under the powers delegated to it by the European Commission;
- 1.13 **"Force Majeure"** means an occurrence beyond the control of a Party and includes pandemic, fire, flood, storms, earthquakes, acts of war, civil unrest, industrial action, governmental action or any other event that is

- beyond the control of the Party so affected;
- 1.14 **"Foreground IP"** means Intellectual Property resulting directly from and authored, conceived, developed, reduced to practice or otherwise created during the performance of this Agreement and therefore by reason of the Project,
- "Grant Agreement" means the agreement concluded between the Coordinator and the EACEA awarding a grant to the Coordinator for the execution of the Project, having Grant Agreement Number [to be inserted], which Grant Agreement has been duly communicated to the Parties and accepted by the Parties in terms of the mandate letter signed by each of them. The Grant Agreement is deemed to constitute an integral part of this Agreement;
- 1.16 **"Intellectual Property"** or **"IP"** means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice and which may result in Intellectual Property Rights;
- "Intellectual Property Rights" or "IPR" means patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know- how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
- 1.18 **"ISSG"** means the International Student Support Group established under Article 3;
- 1.19 "JBE" means the Joint Board of Examiners established under Article 3;
- 1.20 **"Master Programme"** shall have the meaning assigned to it in the Preamble hereabove;
- 1.21 **"MSRG"** means the Marketing & Student Recruitment Group established under Article 3;
- 1.22 **"Non-University Partners"** means representatives from both academic and non-academic third parties from policy-making bodies, public organisations, business communities, cultural institutions non-governmental organisations, community associations and the like;
- 1.23 **"NUMB"** means the Non-University Members Board established under Article 3;
- 1.24 **"PDG"** means the Programme Directors Group established under Article 3;
- 1.25 **"PMB"** means the Programme Management Board established under Article 3;

- 1.26 **"Programme Director"** means the Masters Programme director of the Coordinator;
- 1.27 **"Project"** shall have the meaning assigned to it in the Preamble hereabove;
- 1.28 **"Semester"** means a term sixteen to eighteen weeks over which the Programme is delivered normally spanning from October to February and February to June of each Academic Year. For avoidance of doubt, Semesters 1 and 2 are undertaken in the first Academic Year of the Masters Programme and Semesters 3 and 4 are undertaken in the second Academic Year of the Masters Programme;
- 1.29 **"SSLC"** means the Staff-Student Liaison Committee established under Article 3;
- 1.30 **"Student"** means a student enrolled in the Masters Programme;
- 1.31 **"Student Representatives"** means eight Students (four from EU countries and four from non-EU countries) elected to represent the Students of the Masters Programme in Semester 1 of the first Academic Year, and periodically thereafter from time to time;
- 1.32 **"TLQAC"** means the Teaching, Learning and Quality Assurance Committee established under Article 3; and
- 1.33 "Term" shall have the meaning attributed to it in Article 20.1.

#### 2. RULES OF INTERPRETAION

The following rules of interpretation shall apply to this Agreement:

- 2.1 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 2.2 A reference to a particular law is a reference to it as it is in force at the time of its application, therefore taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 2.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 2.5 Any phrase containing the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the meaning or sense of the words preceding that term.
- 2.6 Any reference to an Article shall mean a reference to a provision of this Agreement. A reference to an Annex shall be a reference to an annex of this Agreement. All annexes shall form an integral part of this Agreement.

#### 3. GOVERNANCE AND MANAGEMENT STRUCTURES

The Project will be implementation via the following governing and management structures (each a "Consortium Body"):

- 3.1 Programme Management Board (PMB)
  - (a) The Coordinator and senior advisors and experts from each Party and Associate Partner will form the PMB which will be responsible for Project management and performance monitoring during the lifetime of the Project;
  - (b) The Board will, among other matters, be responsible for overseeing the process relating to marketing recruitment, selection of Students and scholarships, allocation and supervision of dissertations including the allocation of supervisors, management of Student mobility periods, placement and summer school, management of staff mobility, quality assurance, and dissemination and sustainability of the Project;
  - (c) Frequent PMB meetings will take place, with no less than two meetings per Academic Year including an annual general meeting (preferably in person) will be held every year for the Parties;
  - (d) Student Representatives will be also members of the PMB;
  - (e) The Associate Partners will be invited to attend meetings of the PMB, without voting.
- 3.2 The Programme Directors Group (PDG)
  - (a) This will consist of the Directors and will be coordinated by the Programme Director;
  - (b) The PDG will be responsible for all matters concerning the Masters Programme, including curriculum, assessments, Students' progress and quality issues, ensuring that the implementation of the programme of study is consistent with the objectives of the curriculum and in line with set course programme;
  - (c) The PDG will meet virtually once a month to facilitate the smooth running of the Masters Programme, and deal with any arising issues; and
  - (d) The Associate Partners and Student Representatives will be invited to attend meetings of the PDG.
- 3.3 The Administrative and Support Group (ASG)
  - (a) This will be coordinated by the Coordinator;
  - (b) The ASG will bring together the administrators, international officers and finance officers of each Party as well as 2 Student Representatives, to provide the necessary support to the administrative and financial running of the Masters Programme; and
  - (c) The ASG It will meet once per year (virtually or in person, as appropriate).

- 3.4 The Teaching, Learning and Quality Assurance Committee (TLQAC)
  - (a) This will be led by Partner 2;
  - (b) It will consists of a member from each of the Parties, the Associate Partners, Student representatives and, where appropriate, external experts;
  - (c) It will be responsible for the internal evaluation of the Masters Programme; and
  - (d) It will hold at least one meeting in each Academic Year.
- 3.5 The Joint Board of Examiners (JBE)
  - (a) This will consist of a representative of each Party;
  - (b) It will be led by Partner 2;
  - (c) It will be responsible for the overall classification of the final degree;
  - (d) The Associated Partners and Student Representatives will also be invited to attend; and
  - (e) The JBE will meet annually at the end of each Academic Year.
- 3.6 The Dissertations Committee (DC)
  - (a) This will consist of representatives from each Party, each Associate Partner, and two Student Representatives;
  - (b) It will be led by Partners 1 and 2;
  - (c) It will be responsible for evaluating dissertation proposals, allocating supervisors, monitoring progress, and organising and concluding the examination process.
- 3.7 The International Student Support Group (ISSG)
  - (a) This will be led by the Coordinator;
  - (b) It will consist of staff from the Coordinator's international Student support staff as well as the administrative staff who have regular contact with Students; and
  - (c) Counterpart staff of all the other Parties will join meetings of the ISSG virtually as appropriate; Associate Partners will be invited to attend.
- 3.8 The Staff-Student Liaison Committee (SSLC)
  - (a) This will be led by the Coordinator;
  - (b) It will provides a formal opportunity for Student Representatives to be involved in the course coordination, implementation and evaluation of the Masters Programme;
  - (c) It will meet once per Semester
  - (d) Two members of staff from each Party will attend the Committee's meeting held at their respective HEIs as follows: Partner 1 in Semester 1; Partner 3 in Semester 2 and Partners 2 and 4 in Semester 3);
  - (e) The SSLC will meet face to face in Semesters 1, 2 and 3 and virtually in

Semester 4 while Students are dispersed amongst the HEIs for the dissertation period.

- 3.9 The Marketing & Student Recruitment Group (MSRG)
  - (a) This will be led by Partners 1 and 3;
  - (b) It will consist of representatives from all the Parties, Associate Partners and Student Representatives;
  - (c) It will be responsible for the marketing the Masters Programme in the targeted countries and for the Masters Programme sustainability over Project lifetime;
  - (d) It will meet virtually once per Semester.
- 3.10 The Non-University Members Board (NUMB)
  - (a) This will be coordinated by Partner 4;
  - (b) It will include Non-University Partners and the four Parties;
  - (c) It will define the regular communication process between the Parties and the Non-University Partners; and
  - (d) It will have a key role in the development of sustainability activities. It will meet once per year (virtually or face to face, as appropriate).

#### 4. THE CONSORTIUM BODIES

#### 4.1 The PMB

- (a) The PMB shall be the ultimate decision-making body of the Project.
- (b) The PMB will also, in addition to the responsibilities described in Article 3.1:
  - Plan such actions as may be necessary in order to resolve, compensate for or eliminate the effects of unforeseen events or difficulties that cannot be resolved directly by the Coordinator; and
  - (ii) Confirm or otherwise all decisions taken by the Coordinator which concern or involve more than one Party.
- (c) The Members of the PMB shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed paragraph (g) hereof;
- (d) The Coordinator shall chair all meetings of the PMB, unless decided otherwise in a meeting of the PMB;
- (e) The Parties agree to abide by all decisions of the PMB. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of settlement of disputes in Article 23.
- (f) The PMB shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.
- (g) The following decisions shall be taken by the PMB:

- (i) Content, finances and Intellectual Property Rights;
- (ii) Proposals for changes to the Grant Agreement to the EACEA;
- (iii) Changes to the Consortium Plan;
- (iv) Evolution of the Consortium, including:
  - Entry of a new party to the Consortium and approval of the settlement on the conditions of the accession of such a new party;
  - Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal;
  - Identification of a breach by a Party of its obligations under this Agreement or the Grant Agreement;
  - Declaration of a Party to be a defaulting Party;
  - Remedies to be performed by a defaulting Party;
  - Termination of a defaulting Party's participation in the Project, termination of this Agreement with respecting to the defaulting Party, and measures relating thereto;
  - Proposal to the EACEA for a change of the Coordinator;
  - Proposal to the EACEA for suspension of all or part of the Project; and
  - Proposal to the EACEA for termination of the Project and the Grant Agreement.
- 4.2 General Operational Procedures for All Consortium Bodies
  - (a) Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):
    - (i) should be present or represented at any meeting; and
    - (ii) may appoint a substitute or a proxy to attend and vote at any meeting;
    - and shall participate in a cooperative manner in the meetings.
  - (b) The chairperson of a Consortium Body shall convene meetings of that Consortium Body.
  - (c) The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later ten (10) calendar days in the event of an ordinary meeting and three (3) calendar days in the event of an extraordinary meetings.
  - (d) The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body via email a written agenda no later ten (10) calendar days in the event of an ordinary meeting and three (3) calendar days in the event of an extraordinary meeting.

- (e) Meetings of each Consortium Body may be held in person or by teleconference or other telecommunication means.
- (f) Decisions will only be binding once the relevant part of the Minutes has been accepted according to paragraph (k) hereof.
- (g) Any decision may also be taken without a meeting if the chairperson of the respective Consortium Body circulates, via email to all Members of the Consortium Body, a written document, which is then agreed by the defined majority (see paragraph (j) hereof). Such document shall include the required deadline for responses.
- (h) Decisions taken without a meeting shall be considered as accepted if, within the 15-calendar day period set out in paragraph (k) hereof, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.
- (i) Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.
- (j) Each Member of a Consortium Body present or represented in the meeting shall have one vote. Decisions shall be taken by a simple majority (fifty percent plus one) of the votes cast. In the event of a deadlock, the chairperson of the Consortium Body shall have the casting vote.
- (k) The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar
  - days of the meeting. The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.
- (I) The chairperson of a Consortium Borg shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them. If requested, the Coordinator shall provide authenticated duplicates to the Members and the Parties.

#### 5. THE COORDINATOR'S RESPONSIBILITIES

5.1 The Coordinator is responsible for the coordination, administrative supervision and financial administration of the Masters Programme and the Project.

- 5.2 The Coordinator appoints the Programme Director.
- 5.3 The Coordinator shall, in exercising its responsibilities, comply with the rules set by the Erasmus+ Programme as far as these are in agreement with the relevant national legislation and regulations, to which the Parties are subject.
- 5.4 The Coordinator shall manage in particular the following aspects of the Masters Programme:
  - (a) General coordination and initiation of the Masters Programme activities in collaboration with the Parties.
  - (b) Coordination of the decision-making procedures.
  - (c) Compilation of information needed for reporting and timely submission of reports to funding bodies as required by the respective funding contracts/agreements.
  - (d) Creation and maintenance of tools shared among the Parties (central website, registration database, Students administration database, forms, guidelines, etc.;
  - (e) Overall financial management, including;
    - (i) receipt of Masters Programme participation institutional contribution of local tuition fees and local organisation contribution to the Parties;
    - (ii) management of external funding contributions;
    - (iii) payment of grants to Students and/or scholars involved in the Masters Programme, if applicable.
- 5.5 Application and selection procedure coordination, providing a central communication point for the applicants; and
- 5.6 Central Student administration, Students agreements, provision of a Student insurance policy in compliance with EACEA minimum requirements; issuance of the joint Masters Programme diploma supplement describing personal curriculum contents; and
- 5.7 In particular, the Coordinator shall be responsible for the following in relation to the Project:
- 5.8 The Coordinator shall manage in particular the following aspects of the Masters Programme:
  - (a) Monitoring compliance by the Parties with their obligations;
  - (b) Monitoring the effective and efficient implementation of the Project;
  - (c) Ensuring the proper execution and implementation of the decisions of the PMB;
  - (d) Keeping the address list of Members and other contact persons updated and available;
  - (e) Collecting information on the progress of the Project as necessary;

- (f) Collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the EACEA;
- (g) Providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims; and
- (h) Coordinating complementary proposals and funding applications.
- 5.9 If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other 'Parties' project deliverables and all other documents required by the Grant Agreement to the EACEA in time.
- 5.10 In the case of abolished tasks as a result of a decision of the PMB, the Coordinator shall advise the PMB on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.
- 5.11 If the Coordinator fails in its coordination tasks, the PMB may propose to the Funding Authority to change the Coordinator.
- 5.12 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium, unless explicitly stated otherwise in the Grant Agreement or this Agreement.
- 5.13 The Coordinator shall not enlarge its role beyond the tasks specified in this Agreement and in the Grant Agreement.

#### 6. RESPONSIBILITIES OF THE PARTIES

Programme and Project activities in accordance with the applicable contractual documents, the present Agreement, the regulations and requirements the Masters Programme and the decisions of the relevant Consortium Bodies, as long as they are in agreement with the relevant national legislation and regulations.

# 6.2 Each Party shall:

- (a) Carry out the work in such a way that no act or omission in relation thereto shall constitute, cause, or contribute to any breach or non- compliance by the Coordinator or by the Parties of any of their respective obligations under the applicable contractual documents and the present Agreement;
- (b) Ensure that the local Director gets support from the respective local structures at their HEI, most notably the applicable Department/Institute, the International Office, the Registrar's Office and other relevant bodies;
- (c) Ensure sufficient English language competence of the local

- Director and academic staff involved in the Masters Programme;
- (d) Provide to the Coordinator in due time the information necessary to prepare any required reports;
- (e) Manage the funds distributed to it by the Coordinator, guaranteeing the correct use of the funding for the correct destination in compliance with the applicable contractual documents and the present Agreement, and keeping documentation regarding the use of the funds received;
- (f) In the event of an audit, provide the Coordinator the documents required by the auditor upon request.
- (g) Organise and implement the Masters Programme activities locally, specifically:
  - (i) Communicating and coordinating with the other Parties, and the Consortium Bodies concerning all aspects of the Masters Programme;
  - (ii) Fulfilling the common quality standards and making further improvements according to the Masters Programme evaluation outcomes;
  - (iii) Developing a local sustainability plan and implementing it, including promotion and contacting potential sponsors;
  - (iv) Contributing to curriculum development in line with this Agreement and further specifications developed and agreed upon by the relevant Consortium Bodies;
  - (v) Implementing quality assurance measures according to such specifications as made by the relevant Consortium Bodies;
  - (vi) Organization and active participation in meetings of the Consortium Bodies; and
  - (vii) Undertaking academic assessment and selection of candidates applying to the Masters Programme.
- 6.3 Each Party shall also assist Students with the following:
  - (a) Visa requests: Each HEI shall help to obtain the documents required by their national immigration policy, by providing all the explanations and documents helpful for the applicant Students and scholars;
  - (b) Support for the maintenance of Student status with respect to national immigration policy during their stay;
  - (c) Academic induction of accepted candidates, in particular admission and registration, mentor assignment, signing of a contract with each Student;
  - (d) Academic guidance to Students including formulation of study plans, progress monitoring and enforcement of deadlines, credit and grade recognition and conversion, keeping the respective Student documentation up to date;
  - (e) Information about local regulations and requirements, including through a local Masters Programme-specific website, which is

linked to from the central Masters Programme website;

- (f) Assistance with accommodation organization and booking;
- (g) Language preparation and assistance for Students, in particular by means of courses organised by the HEI; and
- (h) Opportunity to experience local culture.
- 6.4 Conflicts of Interest: Each Party undertakes to take all necessary measures to prevent any risk of conflict of interest, which could affect the impartial and objective implementation of this Agreement. Such conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or reasons, or any other common interests. Any situation constituting or likely to lead to a conflict of interest during the implementation must be brought to the attention of the Coordinator, in writing, without delay.
- 6.5 Each Party will inform the Coordinator immediately in case of financial difficulties, double financing, IPR issues, corruption, scam or similar occurrences.

# 7. CURRICULUM CONTENT OF THE MASTERS PROGRAMME, STUDENT MONITORING AND MENTORS

- 7.1 The Masters Programme is a 2-year course (4 semesters) with the allocation of 120 ECTS credits. English is the primary language of instruction and interaction.
- 7.2 The proposed Masters Programme curriculum includes a number of compulsory taught study units, elective taught study units, a practice placement/internship, a 30ECTS dissertation, and an optional (zero credit) summer school.
- 7.3 The course structure and curriculum is described in Annex I (the "Curriculum"). Each Party may request a modification, termination, or inclusion of a part of the Curriculum. The request is to be submitted to and is subject to approval by the PMB. Modifications require approval of the PMB before the beginning of the application round for the intake from which the modification should take effect. The foregoing shall be carried out by mutual agreement among the Parties and in every case shall be subject to the regulations established at each HEI.
- 7.4 During their studies, Students will be monitored by the Programme Director and his/her team of the respective HEI where the semester is taking place, in collaboration with the PDG and PMB.
- 7.5 Each Student shall assigned a mentor during each Semester, which can be the corresponding local Director. The mentors help the Student to create an individual study plan fulfilling the Masters Programme requirements and monitor the Student's progress. The mentors of the same Student across different HEIs will cooperate with each other to ensure that the Student is able to fulfil all study requirements.

# 8. ADMISSIONS

- Candidates apply for admission to the Masters Programme by completing the online application form that will be made available on the central Masters Programme website and uploading the required documents. The application procedure is to be agreed upon by the PMB, on the advice of the Applications & Scholarships Selection Committee (ASSC) and described in detail on the above website. The application deadline is set by the PMB on the advice of the ASSC and announced on the Masters Programme website at least 4 (four) months in advance. The PMB, on the advice of the ASSC, shall decide whether to have separate application deadlines for scholarship applicants and for self-funded applicants.
  - 8.2 The admission requirements for the Masters Programme include:
    - (a) an Honours Bachelor's Degree (second class or higher) in Education or Social Sciences or related areas; and
    - (b) required proficiency level in the English language; provided that prior learning will also be recognised.
  - 8.3 Relevant information about the programme like admission requirements and procedures, examination and assessment procedures, will be published before the beginning of the Masters Programme as a course handbook.

#### 9. TERMS AND CONDITIONS OF THE MASTERS PROGRAMMES

- Programme (which terms and conditions of the Masters Programme (which terms and conditions are required to be in conformity with the main terms of this Agreement) which, upon being formally approved will be annexed hereto and form part and parcel of this Agreement.
- 9.2 The said terms and conditions will be guided by the TLQAC during the delivery of the various intakes of the programme and will include:
  - (a) The denomination of the degree awarded;
  - (b) Master Programme fees for self-funded students and fee waivers'
  - (c) Insurance;
  - (d) Scholarships;
  - (e) Procedure for extension of studies, study deferral and applicable fees;
  - (f) Fee refund policy;
  - (g) Examination regulations, student assessment methods;
  - (h) Recognition of study units;
  - (i) Degree-awarding procedures and issuance of a diploma supplement; and
  - (j) Standard format of Students Agreements, as applicable;

# 10. INSURANCE

10.1 The Consortium will select a suitable insurance policy for Students that is fully compliant with EACEA minimum requirements.

- 10.2 The Coordinator will arrange this insurance and pay for it from the Masters Programme institutional funds for every Student in the Masters Programme for as long as they are enrolled.
- 10.3 If a Student drops out of the Masters Programme, their insurance will be terminated, normally effective on the date of withdrawal.
- 10.4 The insurance registration shall be handled by the Coordinator on behalf of the Students.
- 10.5 Each other Party may oblige any Student enrolled with it to keep and maintain in full effect, at the Students' own cost, any additional insurance with coverage acceptable it and applicable local requirements.

# 11. FUNDING OF THE JOINT MASTERS PROGRAMME AND RESPONSIBILITIES

- 11.1 The Masters Programme has the following sources of income:
  - (a) The EACEA grant;
  - (b) Fees of self-funded Students; and
  - (c) Private sponsorships and financial support from HEIs as well as from businesses and foundations nationally and across Europe or overseas.
- 11.2 The Coordinator shall propose the annual budget at the beginning of each academic year to the PMB, who may decide on adjustments. The budget becomes effective after its approval by the PMB. The first budget is being included in Annex II as approved by the signature of this Agreement.
- 11.3 The Coordinator is not obliged to make payments that exceed the annual income. If the annual income does not suffice to cover the costs, then the amounts are to be adjusted by mutual agreement and a decision by the PMB.
- 11.4 Each Party invoices or sends a cost certificate to the Coordinator to transfer the local funds budgeted for each HEI as described in the Grant Agreement and this in accordance with such financial terms as agreed by the PMB, which shall be annexed hereto and form part and parcel of this Agreement.
- 11.5 No Party shall carry financial consequences for mismanagement on the side of any other Party, including the Coordinator.
- 11.6 The funds allocated to the Parties, and approved in the annual budget by the PMB, will be used for costs resulting specifically from the coordination, organization and execution of the Masters Programme activities, including both material and personnel costs. Other costs may be covered if approved by the PMB.
- 11.7 The Parties will provide an annual financial report to the Coordinator at the conclusion of each Academic Year.

### 12. PUBLICITY OF THE MASTERS PROGRAMME

12.1 The Parties agree to work together to promote the Masters Programme and disseminate its results among potential participating Students and scholars as well as towards other relevant stakeholders, including

- potential sponsors.
- 12.2 The MSRG instigates and monitors such efforts through promotion, dissemination and networking
- 12.3 If a Party wishes to include the crest, logo or other identifying mark of another Party in some publicity material, then this use must be approved in advance by the owning Party of the crest, logo or other identifying mark.

### 13. QUALITY ASSURANCE

- 13.1 The maintenance of academic standards and the management and enhancement of both procedures for quality assurance and control are the collective responsibility of the Parties in accordance with their Charters, Statutes, Ordinances and Regulations.
- 13.2 Quality Assurance will include feedback from graduate students, self-evaluation by each of the degree-awarding HEIs regarding implementation and quality indicators of the EMJM, and external evaluation by the selected quality assurance agency.
- 13.3 The implementation will be agreed upon by the TLQAC and coordinated by Partner 2. The Coordinator shall ensure that the Parties obtain the necessary documents to fulfill the appropriate QA protocols.
- 13.4 Each Party undertakes to collect the necessary information and send it to Partner 2 through their respective QA units or Director.
- 13.5 Quality Assurance measures that are to be implemented centrally, such as regular surveys among students, are implemented by the Coordinator.

# 14. STUDENT RECORDS

#### 14.1 Coordinator Responsibilities

The Coordinator shall maintain a central administration database accessible to all Parties, for keeping Student records, including their personal data (where access to such personal data is required for the purposes of the Parties fulfilling their obligations under this Agreement), first and second year study plan, first and second year transcript of records, study progress monitoring information, dissertation topic and supervisor assignment and any other necessary information.

# 14.2 Parties' Responsibilities

- (a) The Parties at which Students follow their studies in a given Semester are to fill in the student information and upload the student's study plan, assessment record and thesis evaluation on the central administration database.
- (b) The student information and records are to be updated regularly and in a timely manner.
- (c) Assessment records are to be uploaded at the end of each Semester immediately after the assessment period.

# 14.3 Safekeeping of Student Files

Each Party is responsible for the administration and safekeeping of the Student and the degree awarding files of students who are enrolled with them, in a way and for a period according to the local regulations of a Party

#### 14.4 Personal Data Protection

- (a) Student records will be treated Confidential Information by all Parties and handled according to the respective data protection laws.
- (b) Specifically, the Parties will comply with the EU General Data Protection Regulation (the GDPR – R0egulation (EU) 2016/679) other applicable legislation and regulations concerning the processing of personal data. In respect to their Students and staff, the Partners will comply with the following provisions of the GDPR to the extent that personal data is processed under this Agreement:
  - (i) Personal data will be processed in a proper, careful and transparent manner;
  - (ii) Parties may not engage other persons or organisation to process personal data provided to it under this Agreement without prior written permission Party providing the same;
  - (iii) When Parties receive a request from a data subject regarding his or her privacy rights, they will ensure that the data subject can enforce their rights effectively for the part of which they are responsible. These rights consist of a request for access, rectification, erasure, restriction of processing, data portability and the right to object;
  - (iv) Personal data may not be transferred to a country or territory outside the European Economic Area, unless that country ensures an adequate level of protection for the rights of data subjects in relation to the processing of personal data.
  - (v) The processing of personal data shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed. Therefore, the GDPR may in certain cases restrict the transfer of Students' personal data between Parties;
  - (vi) Parties will determine in good faith how they will apply these legal requirements and the data processing principles, and shall conclude such data processing agreements as necessary in terms of the GDPR.

#### 15. CONFIDENTIALITY

- 15.1 All information, disclosed in whatever form and by whatever mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Receiving Party") in connection with the Project or the Masters Programme and which is:
  - (a) contains personal data;
  - (b) is explicitly marked as "confidential";

- (c) when disclosed orally, is identified as confidential at the time of disclosure and has been confirmed and designated in writing by the Disclosing party as confidential within fifteen (15) days thereof,
- (d) consists of potentially commercially valuable Foreground IP;
- (e) consists of commercially valuable Background IP of a Party not in the public domain shall be considered to be "Confidential Information".
- 15.2 Without prejudice to any commitment of non-disclosure under the Grant Agreement, the Parties hereby undertake, throughout the period of implementation of the Project, and for a period of five (5) years thereafter, the following:
  - (a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
  - (b) not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
  - (c) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and
  - (d) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form; provided that if so needed for the recording of ongoing obligations, the Receiving Party may however request to keep a copy for archival purposes only.
- 15.3 The Parties shall be responsible for the fulfilment of the above obligations on the part of their employees, officers and advisors ("Personnel") and shall ensure that their Personnel remain so obliged, as far as reasonably possible, during and after the end of the Project and, or after the termination of their given employment or engagement, for the period stipulated in Article 15.2.
- 15.4 The provisions of Articles 15.2 and 15.3 above shall not apply to the disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
  - (a) the Confidential Information becomes publicly available by means other than a breach of the Receiving Party's confidentiality obligations;
  - (b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;
  - (c) the Confidential Information is communicated to the Receiving Party without any obligation of confidentiality by a third party who is in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
  - (d) the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
  - (e) the Confidential Information, at any time, was developed by the

- Receiving Party completely independently of any such disclosure by the Disclosing Party;
- (f) the Confidential Information was already known to the Receiving Party prior to disclosure; or
- (g) the Receiving Party is required by law, or by means of a court or administrative order, to disclose the Confidential information.
- 15.5 The Receiving Party shall apply the same degree of care with regards to the Confidential Information disclosed within the scope of the Project as with its own confidential and, or proprietary information, but in no case less than reasonable care.
- 15.6 Each Party shall promptly advise any other concerned Party in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 15.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order 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 thereof by means of a formal notice and shall comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 15.8 The confidentiality obligations under this Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the Agency and the Commission.

#### 16. INTELLECTUAL PROPERTY

- 16.1 All Background IP used in performance of this Agreement shall remain the property of the Party introducing the same or licensed and, or permitted to use it. Each Party shall take responsibility for ensuring that all necessary permissions have been sought to use the Background IPR owned by any of the other Parties.
- 16.2 Each Party shall use reasonable endeavours to ensure the accuracy of any information or materials that it supplies to the other Parties under this Article 16 and shall promptly correct any error therein of which it is notified. Otherwise, the donating Party does not provide, make, give or imply any warranty or representation of any kind to the recipient Parties as to the sufficiency or fitness for purpose of the information and materials (including Background and Foreground IP). To such end, the recipient Parties shall be responsible for the use to which they put such information and materials.
- 16.3 Each Party hereby grants to the other Parties a royalty-free, non-exclusive, worldwide, irrevocable, licence to use only the Background IP introduced by it to the Masters Programme and any of its Foreground IP for performing their respective part of the Project or delivering its respective part of the Masters Programme.
- 16.4 Foreground IP is owned by the Party that has generated it. Where more

than one Party has been involved in the production of the Foreground IP, it shall belong to the Parties jointly, in proportion to the amount of work or effort contributed by each Party concerned, and shall, subject to the foregoing, be regulated under a separate Agreement between the Parties concerned.

- 16.5 Notwithstanding Article 16.4, the following shall apply:
  - (a) Any IP generated by a Student in connection with the Masters Programme shall be subject to the rules of the respective HEI where the Student was enrolled at the time the IP was created, and if generated during an internship or placement, shall be subject to the rules of the internship/placement provider; and
  - (b) Any IP generated by staff shall be subject to the rules of the employing Party; provided that the employing Party is required to obtain all necessary irrevocable and royalty-free licenses from staff for the worldwide non-exclusive and sub-licensable use of the said IP.

#### 17. LIABILITY

- 17.1 Each Party shall be solely liable towards the other Parties and towards third parties for loss, destruction, damage or injury resulting from its own actions in the execution of this Agreement. Notwithstanding the foregoing, a Party's aggregate liability shall be limited to once the Party's share of the total cost of the Project, provided such damage was not caused by a willful act or gross negligence.
- 17.2 Each Party shall be solely liable towards the Coordinator for any breach or non-compliance with its responsibilities hereunder. If the Coordinator has to pay any damages or penalties to any third party for such breach or non- compliance by a Party, the Coordinator shall be entitled to full reimbursement from the said Party.
- 17.3 Each Party shall be fully responsible for the performance of any part of their share of this Agreement and for the requirements of insurance and social security for its personnel as may be involved herein.

#### 18. FORCE MAJEURE

- 18.1 In the event that any Party is prevented or delayed in the performance of any of its obligations under this Agreement due to any Force Majeure, it shall notify the other Parties of such event by means of a formal notice and it shall be excused from performing those obligations for so long as the event constituting Force Majeure shall continue.
- 18.2 Notwithstanding that provided in Article 18.1, if such Force Majeure lasts more than ninety (90) days, the Parties may re-organise and re-assign their tasks and obligations under the Grant Agreement and under this Agreement. If, in the reasonable opinion of the Parties (other than the Party affected by the Force Majeure event), the Party affected by the Force Majeure event will not be able to perform its obligations under the Grant Agreement and this Agreement, then the PMB shall be entitled to terminate this Agreement with respect to the Party affected by Force

Majeure by giving not less than one (1) month's prior written formal notice. In such event, the following shall apply:

- (a) Without prejudice to any other rights of the other Parties, such licences and rights granted to the Party affected by the Force Majeure event by the other Parties under this Agreement and, or under the Grant Agreement shall cease, but the licences and rights so granted by the Party affected by the Force Majeure event to the other Parties shall remain in full force and effect; and
- (b) The scope of the tasks of the Party affected by the Force Majeure shall be assigned by the PMB to one or more of the remaining Parties, or to one or more third parties as chosen by the Parties, which are also to be acceptable to the EACEA, with preference being granted to one or more of the remaining Parties. Any such third parties shall agree to be bound by the terms of this Agreement.

#### 19. INDEMNITY

- 19.1 Each Party shall indemnify the other Parties and its employees, agents and contractors against any and all direct expenses, liabilities, losses, claims, damages and proceedings, arising from complaints about the Masters Programme or the Project in connection with the performance of this Agreement, provided that the same shall be due to the willful act, omission or gross negligence of the first Party, its employees agents or contractors.
- 19.2 Each Party in respect of any claim for which it will seek indemnity within the terms of the Agreement shall:
  - (a) as soon as reasonably practicable provide details of the claim and thereafter provide the other in a timely manner with such information relating to the claim as may reasonably be requested from time to time by the other;
  - (b) not use its reasonable endeavors to procure that there is not made any admission of liability, except with the prior written consent of the other, such consent not to be unreasonably withheld or delayed;
  - (c) keep the other concerned Party reasonably informed of all material developments relating to, and regularly informed of the progress of the claim;
  - (d) use its reasonable endeavors to procure that the handling of the claim, including without limitation any resistance of or defence to it, is carried out and conducted in all material respects in accordance with such reasonable written directions as may be given by the other; and
  - (e) not settle or compromise the claim, and procure that the claim is not settled or compromised, except with the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

#### 20. ENTRY INTO FORCE, DURATION, AMENDMENTS AND TERMINATION

- 20.1 The present Agreement shall enter into force on the date when the last of the Parties sign. It shall remain in force for five (5) years, corresponding to four (4) intakes (the "Term").
- 20.2 This Agreement shall be renewable by mutual agreement of the Partners.
- 20.3 This Agreement may be amended at any time by the mutual consent of the Parties, provided that any changes to the Curriculum shall also be valid if made in accordance with Article 7.3.
- 20.4 Article 20.1 shall be subject to:
  - (a) the provisions of Article 4.1(g)(iv) with respect to a defaulting Party;
  - (b) the provisions of Article 18.2 with respect to a Party suffering Force Majeure;
  - (c) any early termination of the Grant Agreement by the EACEA in respect of one or more Parties;
  - (d) early termination of a Party's involvement in the Masters Programme and the Project for any cause by providing twelve (12) months' written advance notice to the Coordinator.
- 20.5 Any amendment or termination hereof shall be made without prejudice to enrolled Students whose participation extends beyond the termination date, all of whom shall be allowed to proceed with their Masters Programme studies until completion.

# 21. MANAGEMENT OF THIS AGREEMENT AND OTHER AGREEMENTS

- 21.1 This Agreement represents the complete understanding of the Parties with respect to the subject matter hereof, subject to any additional stipulations arising from the Grant Agreement, other contractual documents required by the EACEA or such agreements as prepared by the Parties and agreed by the Parties or the PMB.
- 21.2 The Parties shall conclude with one or more of the Associate Partners such agreements as the PMB, or the individual Parties, may deem necessary; provided that any such agreements are not in conflict with the provisions of this Agreement. In the event of any such conflict, the conflicting provisions in such other agreements shall be deemed null and void for all intents and purposes of contract law in any jurisdiction.

# 22. APPLICATION OF LAWS

- 22.1 The Parties agree that every person connected with the Masters Programme in relation to the mutual undertakings with each other shall abide by, conform to, and comply with all of the laws of the countries where the Parties reside or other relevant jurisdictions as well as the statutes, regulations and disciplinary rules promulgated by each Party.
- 22.2 Each Party shall provide Students with a copy of its statutes, regulations and disciplinary rules.
- 22.3 This Agreement shall otherwise be construed in accordance with, and

governed by, the Laws of Malta.

#### 23. DISPUTE RESOLUTION

- 23.1 The settlement of any dispute arising from or in connection with this Agreement shall be attempted by an amicable effort between the conflicting Parties. In the event of the conflicting Parties failing to reach an amicable settlement as aforesaid within three months from the date on which the dispute is raised by the claimant, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.
- 23.2 The place of arbitration shall be the jurisdiction of the defendant Party, if not otherwise agreed by the conflicting Parties.
- 23.3 The award of the arbitration will be final and binding upon the Parties.
- 23.4 Nothing in this Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

#### 24. GENERAL PROVISONS

- 24.1 If any provisions (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 the Agreement shall continue to have full force and effect for all intents and purposes of law.
- 24.2 The Parties agree that this Agreement does not create any partnership, agency or any other relationship under which either Party may be deemed responsible for the acts or omissions of the other Party and this Agreement should not be construed so as to render the Parties liable as partners or as creating a partnership or agency or any other similar relationship.
- 24.3 Any notice to be given under this Agreement shall be in writing to the addresses and recipients as listed in the most current contact list as kept by the Coordinator. In the event of a formal notice, consent or approval being required in terms of this Agreement, such notice, consent or approval shall be signed by a duly authorised representative of that given Party at law and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement, to the duly authorised representative of the recipient at law, or to the Coordinator, as may be the case. All other communication between the Parties (e.g. minutes of meetings) may also be effected by other means such as by email with acknowledgement of receipt.
- 24.4 No failure or delay on the part of either Party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

- 24.5 No rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.
- 24.6 Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.
- 24.7 This Agreement is drawn up in English, which language shall govern all documents, notices, meetings and processes relative thereto.

# 25. SIGNATURES

- 25.1 This Agreement shall be executed by each of the Parties by signing their respective signature page. After signing their respective signature page, each Party shall return it to the Coordinator.
- 25.2 The Coordinator shall have an obligation to send copies of the fully-executed Agreement to each Party within sixty (60) days of receipt of the signed signature pages from the Parties.

Professor Alfred J Vella
Rector University of Malta

Professor
Rector University of Crete, Greece

Professor
Rector, University of Lisbon, Portugal

Professor
Rector, Stefan cel Mare University,
Suceava, Romania

# ANNEX I

# Joint Master Programme – Curriculum

SEMESTER 1 – Partner 1(University of Malta) (30 ECTS)

- Resilience in Human Development (10 ECTS) (compulsory) (with contributions from P5, P6, P7)
- Competences and pedagogy in resilience education (10 ECTS) (compulsory)
- Planning, implementing and evaluating resilience programmes (5 ECTS) (compulsory) (with contribution from P8)
- Family Therapy and Systemic Practice (5ECTS) (elective)
- Learning and Diversity (5ECTS) (elective) SEMESTER 2-

Partner 2 (University of Crete) (30 ECTS)

.....<sup>th</sup> October 2022

- Contextual and systemic processes in resilience enhancement: classroom and school climates (10 ECTS) (compulsory) (with contributions from P9)
- Working with parents and professionals in enhancing resilience (5 ECTS) (compulsory)
- Research Methods in Resilience in Education (10 ECTS) (compulsory) with contributions from P3, P7)

- Selective Topics on Resilience and Applications in Education (5 ECTS) (elective)
- Prevention programs for Vulnerable Preschool and Elementary School Children (5 ECTS) (elective)

SUMMER SCHOOL- Partner 7 (University of Pretoria, South Africa) (optional). The one- week summer school will be organised between the second and third semesters

SEMESTER 3 Partners 3 and 4 (University of Lisbon/Stefan cel Mare University Suceava) (30 ECTS)

- The health and wellbeing of practitioners (10 ECTS) (compulsory) (with contribution from P5, P10)
- Observation and practice placements (10 ECTS) (compulsory)
- Relationships and supportive networks in promoting resilience (10 ECTS) (elective) (P4)
- Positive Psychology and Education (10 ECTS) (elective) (P4)
- Mind and Body Practices in Schools (5 ECTS ) (elective) (P3)
- Behaviour Management and Change at Schools (5 ECTS) (elective) (P3)
- Project Management and Entrepreneurship (5 ECTS) (elective (P3)
- Resilience in Occupational Systems (5 ECTS) (elective) (P3)

SEMESTER 4- Partners 1, 2, 3 or 4 (with possible co-supervision from P5-9) Dissertation (30 ECTS)

#### **ANNEX II**

#### **Budget and Financial Distribution**

The Consortium has built into its finance model a tuition fee split for the planned self-funded student based on student's status. The EMJM institutional contribution will be allocated amongst the partners based on the number of ECTS. For both allocations, a higher weighting has been allocated to Partner 1 as the coordinating partner to cover the investment of resources required to successfully implement the project as listed further on in this section. The degree awarding partners will deliver between 23.5 to 30 ECTS with contributions from the associated partners to make up the 30 ECTS per semester where applicable. The tuition fee due to the degree awarding partner for the dissertation process will be reduced where an associated partner is contributing as a co-supervisor. In Semester 3 students will be equally distributed between Partners 3 and 4.

The Consortium has agreed to the following fees and waivers for self-funded students:

	Consortium	Agreement	% waiver
	Fee / 120	Proposed	); );
	€	€	); );
Self Funded students			) · ) ·
EU Student from EU Programme Countries	19,300	9,000	-53%
Non-EU Student from Partner & Programme Countries	21,600	19,000	-12%
*		W.	1

Tuition fees per self-funded student will be split as follows:

	EU - Self Funded - Euro 6,300 (3,150 x 2) distributed to partnership						
Partner		Yea	r1	Ye	ar 2		otal
		ECTS	€	ECTS	€	ECTS	
1	UM (Semester 1)	25	€1,313			25	€1,31
_	UoC (Semester 2)	23.5	€1,234		-	23.5	€1,23
3/4	UL/USV(Semester 3) *1			25	€1,313	25	€1,31
3	UL (Semester 2)	2.5	€131			2.5	€13
	UM/UoC/UL/USV (Semester 4 - Thesis)*			30	€1,575	30	€1,57
5	Dalhouise University (UDH) (Semester 2)	2	€105			2	€10
(	Dublin City University (DCU) (Semester 1)	1	€53			1	€5
7	University of Pretoria (UP) (Semester 1)	2	€105			2	€10
32	University of Pretoria (UP) (Semester 2)	1	€53			1	€5
8	University of Orebro (OU) (Semester 2)	1	€53			1	€5
9	Sao Paolo (USP) (Semester 1)	1	€53			1	€5
10	EUROPEAN SCHOOL PSYCHOLOGY TRAINING CENTRE (EPSTC) (Semester 3)			5	€263	5	€26
	UM Guest speaker (Semester 1)	1	€53			1	€
		60	€3,150	60	€3,150	120	€6,30
artne	International/non-EU - Self Funded - Euro 13,300 (6,650 x 2) distributed to p	artnership [I Yea	1	1771	ar 2	Т	otal
artife		100	4.4	1,0	al Z		
		ECTS	€	ECTS	€	ECTS	5000
	IIM (Canastard)	9000	€	ECTS	€		
	UM (Semester 1)	25	€2,771	ECTS	€	25	€2,7
	2 UoC (Semester 2)	9000	€			25 23.5	€2,7 €2,6
3/4	UoC (Semester 2) UL/USV(Semester 3) *1	25 23.5	€2,771 €2,605	ECTS 25	€2,771	25 23.5 25	€2,77 €2,60 €2,77
3/4	2 UoC (Semester 2)  UL/USV(Semester 3) *1  UL (Semester 2)	25	€2,771	25	€2,771	25 23.5	€2,77 €2,60 €2,77
3/4	UoC (Semester 2) UL/USV (Semester 3) *1 UL (Semester 2) UM/UoC/UL/USV (Semester 4 - Thesis)*	25 23.5	€2,771 €2,605			25 23.5 25	€2,77 €2,60 €2,77 €2 €3,33
3/4	2 UoC (Semester 2)  UL/USV(Semester 3) *1  UL (Semester 2)	25 23.5	€2,771 €2,605	25	€2,771	25 23.5 25 2.5	€2,7 €2,6 €2,7 €2,7 €2
3/4	UoC (Semester 2) UL/USV (Semester 3) *1 UL (Semester 2) UM/UoC/UL/USV (Semester 4 - Thesis)*	25 23.5 2.5	€2,771 €2,605	25	€2,771	25 23.5 25 2.5 30	€2,77 €2,60 €2,77
3/4	2 UoC (Semester 2) 4 UL/USV(Semester 3) *1 8 UL (Semester 2) UM/UoC/UL/USV (Semester 4 - Thesis)* 6 Dalhouise University (UDH) (Semester 2)	25 23.5 2.5 2	€2,771 €2,605 €277	25	€2,771	25 23.5 25 2.5 30 2	€2,77 €2,60 €2,77 €2' €3,33
3/4	UoC (Semester 2)  UL/USV(Semester 3) *1  UL (Semester 2)  UM/UoC/UL/USV (Semester 4 - Thesis) *  Dalhouise University (UDH) (Semester 2)  Dublin City University (DCU) (Semester 1)	25 23.5 2.5 2 1	€2,771 €2,605 €277 €222 €111	25	€2,771	25 23.5 25 2.5 30 2	€2,7: €2,60 €2,7: €2 €3,3: €2:
3/4	UoC (Semester 2)  UL (USV (Semester 3) *1  UL (Semester 2)  UM/UoC/UL/USV (Semester 4 - Thesis)*  Dalhouise University (UDH) (Semester 2)  Dublin City University (DCU) (Semester 1)  University of Pretoria (UP) (Semester 1)	25 23.5 2.5 2 1	€2,771 €2,605 €277 €222 €111 €222	25	€2,771	25 23.5 25 2.5 30 2 1	€2,77 €2,66 €2,77 €2 €3,33 €27
3/4	UoC (Semester 2)  UL/USV(Semester 3) *1  UL (Semester 2)  UM/UoC/UL/USV (Semester 4 - Thesis) *  Dalhouise University (UDH) (Semester 2)  Dublin City University (DCU) (Semester 1)  University of Pretoria (UP) (Semester 1)	25 23.5 2.5 2 1	€2,771 €2,605 €277 €222 €111 €222 €111	25	€2,771	25 23.5 25 2.5 30 2 1 2	€2,7: €2,60 €2,7: €2 €3,3: €2: €1:
3/4	UoC (Semester 2)  UL/USV(Semester 3) *1  UL (Semester 2)  UM/UoC/UL/USV (Semester 4 - Thesis)*  Dalhouise University (UDH) (Semester 2)  Dublin City University (DCU) (Semester 1)  University of Pretoria (UP) (Semester 1)  University of Orebro (OU) (Semester 2)  University of Orebro (OU) (Semester 2)	25 23.5 2.5 2 1	€2,771 €2,605 €277 €222 €111 €222 €111	25	€2,771	25 23.5 25 2.5 30 2 1 2	€2,7 €2,60 €2,7 €2 €3,33 €2 €1 €2:
3/4	UoC (Semester 2)  UL/USV(Semester 3) *1  UL (Semester 2)  UM/UoC/UL/USV (Semester 4 - Thesis) *  Dalhouise University (UDH) (Semester 2)  Dublin City University (DCU) (Semester 1)  University of Pretoria (UP) (Semester 1)  University of Pretoria (UP) (Semester 2)  University of Orebro (OU) (Semester 2)  Sao Paolo (USP) (Semester 1)	25 23.5 2.5 2 1	€2,771 €2,605 €277 €222 €111 €222 €111	25	€2,771 €3,325	25 23.5 25 2.5 30 2 1 2 1 1	€2,77 €2,60 €2,77 €2' €3,33 €2' €1:
3/4	UoC (Semester 2)  UL/USV(Semester 3) *1  UL (Semester 2)  UM/UoC/UL/USV (Semester 4 - Thesis)*  Dalhouise University (UDH) (Semester 2)  Dublin City University (DCU) (Semester 1)  University of Pretoria (UP) (Semester 1)  University of Pretoria (UP) (Semester 2)  University of Orebro (OU) (Semester 2)  Sao Paolo (USP) (Semester 1)  EUROPEAN SCHOOL PSYCHOLOGY TRAINING CENTRE (EPSTC) (Semester 3)	25 23.5 2.5 2 1 2 1 1	€2,77 €2,60 €27 €27 €11 €27 €11 €11	71 05 77 22 11 22 11 11	71	71	€ ECTS € ECTS  71 25  05 23.5  25 €2,771 25  77 2.5  30 €3,325 30  22 - 2  11 1 1  122 2 2  11 1 1  11 1 1  11 1 5 €554 5

The EMJM Institutional Costs contribution which also covers staff costs (teaching), will be split in accordance with the number of ECTS provided by each partner. Common costs for the Consortium have been calculated separately prior to the distribution of the 'Fees to Partners'. The Summer school is non-credit bearing and whereas all students will need to cover their own travel and accommodation costs, a lump sum has been calculated for the Summer school organisation (teaching, venue, refreshments, social events).

	Co	mmon Cost	Fees to partners	Retention	
Division of EMJM Institutional Costs	UP - hosting of Summer school x 4	UL - database	UoC - Quality Assurance	•	
€	€	€	€	€	
2,088,000	24,000	7,000	96,000	1,372,700	28%

University of Malta - Semester 1				UoC - Se	mester 2		53		Semester	Semester 4 Thesis: UM/UoC/UL/ USV *		
at 25 ECTS per intake		UP - 2 ECTS	USP - 1 ECTS	speaker - 1	at 23.5 ECTS per intake	UDH - 2 ECTS	UP - 1 ECTS	100000000000000000000000000000000000000	at 25 ECTS per intake	The state of the s	at 2.5 ECTS per intake	per 30 ECTS thesis
€	€	€	€	€	€	€	€	€	€	€	€	€
285,979	11,439	22,878	11,439	11,439	268,820	22,878	11,439	11,439	285,979	57,196	28,598	343,175

Institutional Contribution for PARTNERS will cover: staff costs, lecturing, administration, launch event, travel to consortium meetings, national conference organisation, dissemination material, consortium meeting organisation, management bodies staff costs. Each Partner will also manage payments of fees and travel to the Associated Partners they are hosting. Institutional Contribution allocated to the Coordinating Partner will cover the same costs covered by the Partners above but in addition: Guest Speaker travel costs and fees for contribution in Semester 1, Project Manager salary for the duration of the project, part-time financial manager, student insurance, travel for associated partners to attend consortium meetings, website design and maintenance, international conference organisation and DVD.

Η απόφαση αυτή να δημοσιευθεί στην Εφημερίδα της Κυβερνήσεως.

Ρέθυμνο, 11 Απριλίου 2023

Ο Πρύτανης

ΓΕΩΡΓΙΟΣ ΚΟΝΤΑΚΗΣ



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- Α. Τα κείμενα προς δημοσίευση στο ΦΕΚ, από τις υπηρεσίες και τους φορείς του δημοσίου, αποστέλλονται ηλεκτρονικά στη διεύθυνση **webmaster.et@et.gr** με χρήση προηγμένης ψηφιακής υπογραφής και χρονοσήμανσης.
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#### 2. ΕΚΤΥΠΩΤΙΚΕΣ - ΕΚΔΟΤΙΚΕΣ ΑΝΑΓΚΕΣ ΤΟΥ ΔΗΜΟΣΙΟΥ

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Επίσης σχεδιάζει ψηφιακές εκδόσεις, λογότυπα και παράγει οπτικοακουστικό υλικό.

Ταχυδρομική Διεύθυνση: Καποδιστρίου 34, τ.κ. 10432, Αθήνα

ΤΗΛΕΦΩΝΙΚΟ KENTPO: 210 5279000 - fax: 210 5279054

# ΕΞΥΠΗΡΕΤΗΣΗ ΚΟΙΝΟΥ

**Πωλήσεις - Συνδρομές:** (Ισόγειο, τηλ. 210 5279178 - 180) **Πληροφορίες:** (Ισόγειο, Γρ. 3 και τηλεφ. κέντρο 210 5279000) **Παραλαβή Δημ. Ύλης:** (Ισόγειο, τηλ. 210 5279167, 210 5279139)

Ωράριο για το κοινό: Δευτέρα ως Παρασκευή: 8:00 - 13:30

Ιστότοπος: www.et.gr

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για να βελτιώσουμε τις υπηρεσίες μας, συμπληρώνοντας την ειδική φόρμα στον ιστότοπό μας.

