

## STUDENT CONTRACT

### ***“DOC NOMADS+” – ENGLISH LANGUAGE DOCUMENTARY FILM DIRECTING MASTER COURSE***

The **UNIVERSITY OF THEATRE AND FILM ARTS** as founding and coordinating institution (Erasmus code: HU BUDAPES37), representative: Géza M. Tóth rector, **LUCA SCHOOL OF ARTS** (Erasmus code: B BRUSSEL 43), and **UNIVERSIDADE LUSÓFONA DE HUMANIDADES E TECNOLOGIAS OF LISBON** (Erasmus code P LISBOA 52), as partner institutions, together the international consortium directing the DocNomads MASTERS COURSE (DOCUMENTARY FILM DIRECTING LISBON – BUDAPEST – BRUSSELS – “Discovery without borders” ) hereinafter “CONSORTIUM”, and

.....

(place and date of birth: ....., nationality: .....,)

hereinafter STUDENT sign a higher education contract with the following conditions:

#### **I. STUDY AND EXAMINATION REGULATIONS**

The present regulations apply to the students of the DocNomads Master Course.

The present examination regulations override the examination regulations of the three universities implementing the course - UNIVERSITY OF THEATRE AND FILM ARTS, LUCA SCHOOL OF ARTS and UNIVERSIDADE LUSÓFONA DE HUMANIDADES E TECNOLOGIAS OF LISBON in all matters stipulated herein. In all matters unregulated here, the examination regulations of the host institution of the given semester apply. The harmonised regulation of the fourth semester and the final exam will be published at the beginning of the 4<sup>th</sup> semester. In unregulated matters, the examination regulations of the institution that host the final exam apply. In matters of dispute, the decision will be made by consensus of the Academic Board.

The DocNomads Master Course lasts for two years and offers 120 credits. The student is automatically registered in each of the three partner institutions, for the entire duration of the master course.

#### **1. Locations of study**

Location of Semester 1:

Universidade Lusófona de Humanidades e Tecnologias of Lisbon

Location of Semester 2:

Színház- és Filmművészeti Egyetem / University of Theatre and Film Arts

Location of Semester 3:

LUCA School of Arts, department Sint Lukas Brussels

Location of Semester 4:

During the first preparatory week students are informed of the conditions related to the place of their 4<sup>th</sup> semester

2. A DocNomads Master **starts** at the end of August in the year of admission and ends at the end of July in the second year after admission. The students will be informed about the detailed schedule of the first semester in the preparation week preceding that semester. They will be informed about the detailed schedule of the second, third and fourth semester at the end of the first, second and third semester respectively.

### 3. **Participation in the course of study**

The students can find the Curriculum of DocNomads, the descriptions of all modules with their academic outputs on the website of DocNomads ([www.docnomads.eu](http://www.docnomads.eu)) and in the internal electronic site of each partner university. Each semester starts with a preparation week. During this week, students will receive written information about that semester's term, examination period, course schedule, course contents, credit values and the requirements of each course.

Students must attend the courses included in the curriculum at the given semester's location, and are expected to participate actively in classes.

Non-attendance of class is only accepted if authorised by the course director upon valid justification.

Unjustified absence from a course, or any further absence (even if justified) may require the fulfilment of supplementary tasks set by the instructor of the given subject.

Absence from any examination without a valid reason results in a failure to complete the given course.

### 4. **Examinations, closing examination, and closing documents of the course of study**

The student must pass the examinations of each course, obtain marks and signatures for practical courses, and complete and defend his/her Master Degree Project by the deadline.

The framing of evaluation for all locations and subjects taught is Permanent Evaluation and Assignment.

### **Marks:**

The marks awarded for the courses at LUCA School of Arts and Universidade Lusófona de Humanidades e Tecnologias of Lisbon are on a 1 to 20 marking scale with 20 being the highest mark. Any mark below 10 means that the student has failed. A marking scale of 1 to 5 is used at the University of Theatre and Film Arts with 5 being the highest mark. Conversion between the different systems is made according to the system below:

$$0-9 = 1, 10-11 = 2, 12-13 = 3, 14-15 = 4, 16-20 = 5$$

Accordingly, at the University of Theatre and Film Arts, a mark below 2 means that the student has failed.

The course's marks are based on the evaluation of the results of the given assignments. Qualitative participation in class may also be taken in to consideration when grading, according to the teachers' judgment and the characteristics of the course subject.

In the first, second and third semesters, students are informed about their mark towards the end of the semester.

Students must pass examinations in the examination period at the end of each semester or in the re-take exam period for referred candidates. The deadlines for both the first examination and the retake examination will be communicated to the students in the first week of that specific semester.

Due to the special mobility track of DocNomads, if a student fails his/her exams in the re-take period, the failure is final and the student cannot continue his/her studies. There is no possibility of passing the exam in the next semester.

In exceptional cases, the course director of a given semester may grant an extension for the completion of an exam. In extraordinary circumstances, the Academic Board may grant a longer extension.

Students will receive all information about the Master Degree Project (MDP) and the final exam at the latest in the preparation week of the 4<sup>th</sup> semester. For this MDP, which students are supposed to work on during their entire 4th semester, there can be no short-term retake exam. A student passing all the required exams of the previous semesters, but failing to pass the MDP (entirely or partially) is allowed to try again one year later, at the final exam of the next year. (The additional tutoring fee and the additional exam fee are EUR 500 each, a total of EUR 1000.) Failed students who intend to retry one year later, must inform the Academic Board latest 31/August and will get detailed description of the whole retake process.

5. **A student** receives MA degree certificates issued by each university of the Consortium if he/she has obtained the required 120 credits.

Until DocNomads offers a JOINT degree, the English-language Diploma Supplement accompanying the multiple (TRIPLE) degree certificates issued to the students will include the list of courses leading to the given national degree.

**In Hungary**, the *Dokumentumfilm-rendező művész mesterképzési szak* has been officially recognized by the Oktatási Hivatal under Decree (latest) n.º FNYF/247-5/2016, 19/02/2016 and the Decree n.º 2011/5/IX/10. of the National Accreditation Committee (MAB).

**In Portugal**, the *Mestrado em Realização para Cinema Documental / Masters in Documentary Film Directing* has been officially recognized by the Portuguese Ministry of Science and Higher Education and also by the National Agency for Higher Education Accreditation and Evaluation under Decree nr. 14500/2012, of 8 November.

**In Belgium**, LUCA School of Arts offers a recognized and *accredited Master of Arts in de audiovisuele kunsten* (master of Arts in Audio-Visual Arts). It was accredited by the Dutch-Flemish accreditation Organisation (NVAO) from 01/09/2011 - 30/09/2017 and its accreditation was renewed in 2016 from 01/10/2016 until 30/09/2024. Additionally, the Decree of 4 April 2003 (Art. 94) concerning the reform of the Flemish higher education, and the Decrees of 30 April 2004 (Art. 106 / Art. 95bis.1), 16 June 2006 (Art. 41 / Art. 95bis.1), 8 May 2009 (Art. V.48/ and 9 July 2010 (Art. 95bis.1) stipulate that two or more universities together can deliver a joint, double or multiple degree within the subject areas they are authorised to teach in, both in a national and international context. As a result of this article the Dutch-Flemish accreditation agency (NVAO) as well as the Flemish Ministry of Education recognizes the Erasmus Mundus master in Documentary Film DOC NOMADS. Its accreditation runs parallel with the European accreditation by the Executive Agency for Education of the European Commission (EACEA). <http://www.hogeronderwijsregister.be/search-detail/42055>.

All partner universities are full partners of CILECT, the International Association of Film And Television Schools.

## 6. **Deferral and interruption of studies**

Courses and semesters cannot be interrupted, as they are built upon one another. A student who fails to complete the required examinations or exceeds the number of absences allowed will not be allowed to continue his/her studies.

## 7. **Exclusion of a student from the DocNomads Master**

The student acknowledges that he/she might be excluded from the Master on the following grounds:

- absence without prior authorisation or valid justification;
- failure to complete required examinations in due course and fashion;
- failure to enrol for the given semester;
- pending debts of him/her at any host university, such as related to loss or damage of borrowed equipment;
- a disciplinary procedure is in progress against him/her at any host university;
- he/she is the subject of a criminal lawsuit that hinders participation in the course;
- termination of the course by the student's fault or for unforeseen reasons.

If the Academic Board notes that a student fails to make adequate progress or comply with the regulations in their studies, such student will be requested to have a personal interview with the Academic Board at the end of the given semester. Following this interview, the Academic Board will decide if, and under which conditions, the student is allowed to continue his/her studies. The student will be informed in writing about this decision. If such student fails to improve his/her behaviour or marks in the next semester, the Academic Board may exclude her/him from the Master Course. The student can file an appeal with the rector of the consortium leader university.

In the case of exclusion, a student is obliged to return all educational materials and equipment borrowed and to pay the following items in due time before departure:

- full tuition fee of the academic year of his/her departure
- the cost of any unreturned educational materials and equipment.

The student undertakes the preliminary obligation to refund to the Consortium any money received over and above his/her scholarship applicable to the number of months prior to his/her exclusion.

## **II. STUDENTS HAVE THE RIGHT TO**

- A stimulating and challenging learning and research environment
- High quality teaching and supervision
- Access to adequate facilities and resources sufficient for the achievement of their educational goals including library, computing and learner services
- Regular feedback on academic progress
- Be informed of penalties for late submission or non-submission of coursework
- Be informed of any attendance requirements and the consequences of failure to attend classes and examinations

- Be informed of any changes to the programme in a timely fashion
- Clear explanations of unacceptable academic behaviour such as plagiarism, cheating, collusion, fabrication of data or breach of copyright
- Fair and competent assessment that meets national academic standards
- Access to their results in a timely fashion on completion of their programme
- Elect their student representative in the second month of the Masters Course
- Access to a clear set of procedures around deferrals and appeals
- Give oral and written feedback about all modules and teachers of the DOC NOMADS Programme.

### III. THE PRODUCERS' RIGHTS

The producers' rights in the examination and final films made in the framework of the Masters course belong, jointly and in equal shares, to the three universities overseeing the course.

Moral rights shall be retained by the Authors represented by the Directors.

The three universities shall, at their discretion, support the production of the student's graduation film, with an amount which is announced annually by the Academic Board before the beginning of the 4th semester.

In case the student involves other sponsors to finance the final film, a separate contract about the ratio of the producers' rights may be signed, keeping in mind that the producers' rights of the three universities together shall in no case whatsoever be less than 51%.

The original producers' rights prevail even if a film made under the framework of DocNomads Course is partially altered, no matter the extent, subsequently to any examination period, including the graduation exams. Consequently, **the DocNomads logo has to be mentioned in the final version of the film, and also the participation of the three schools in the programme** no matter how much the film will change, or how much will be the financial participation of likely third parties.

For any case of an updated film students are required to send to DocNomads a copy with professional screening quality.

Students are free to submit their films to festivals and other public shows, but only after the conclusion of the relevant semester's exams.

Students' films are not authorised to be presented publicly, in festivals or in any other public event, without reference to the context of their production in DocNomads through a display of the required references to the course in the opening and closing credits. The obligation of the student to keep a reference to DocNomads origination applies also to the film's info supplied to festivals, displayed in websites and promotional print materials.

Students must inform DocNomads about festival selections, prizes and other distinctions that may be granted to any of their films produced during the course.

DocNomads shall do their best in order to secure the professional archiving of the exam and final degree films.

DocNomads has the right to submit any (or excerpts) of the exercises and films made in the framework of the course for selection and programming of festivals and other events. DocNomads also has the right to use excerpts and full versions of the student's exercises and exam films for the purpose of promotion of the course and of the students' work, namely in the course website, in authorised third parties websites, and DVD publishing.

A complete graduation film shall not be streamed on the internet or published on DVD by DocNomads until 2 years after its completion, unless its authors agree to earlier streaming or publishing.

The Academic Board may select some of the semesters' exam films as examples of the filmmaking exercises accomplished in the framework of the course, in order to illustrate the DocNomads program in presentations at educational, institutional and professional events. Festival submissions of those selected films may be arranged DocNomads up to four years following the exam date. Therefore, students have to inform DocNomads of every festival submission by their initiative in order to avoid duplicate submissions.

Monetary amounts of the prizes won by exam and graduation films shall be given to the authors although may be received by DocNomads as the producer. Non-pecuniary awards, such as statuettes, diplomas, technical services or material, etc., shall be held by the author. If the film was submitted to the festival by DocNomads, the submission fees and related expenses shall be deducted from the amount of the prize.

For the case of possible TV sales and commercial distribution of graduate films, a specific contract should be arranged between DocNomads and the author, taking into account the particulars of each business and situation.

DocNomads does not aim to make a profit from the sales and distribution of the graduate films, whose potential revenue will be allocated solely to the promotion of the course and the students' films.

#### **IV. COSTS OF THE Doc Nomads EMJMD**

##### **1. Tuition fee**

The tuition fee is EUR 9000 /year i.e. EUR 18 000 for the whole masters course.

The tuition fee covers the cost of education; student certification fees; use of libraries and Internet on educational premises. The fee also provides access to basic equipment, editing facilities and post-production services. A small allowance in cash is given as a contribution for production expenses of each individual graduation film. The amount is announced annually by the Academic Board. Students are responsible to find the means to cover other costs involved in the production of their graduation films.

The tuition fees do not cover travel costs from country of origin, travel costs required for the mobility (to Lisbon for the 1st semester, to Budapest for the 2nd semester, to Brussels for the 3rd and Lisbon or Budapest or Brussels for the 4th semester) travel documents (passport, visas), accommodation and living expenses, or other costs (e.g. study books, stationery, photocopies, etc.).

##### **2. Travel and travel costs between higher education institutions**

The cost of travel between locations of study within Europe shall be covered by the students.

#### **V. ERASMUS MUNDUS SCHOLARSHIP**

The Erasmus Mundus scholarships include:

- A) a contribution to the students' participation costs
- B) a contribution to student travel and installation costs;
- C) a monthly subsistence allowance for the entire duration of the EMJMD study programme

➤ **Contribution to the students' participation costs is EUR 9000 per year for students from a Partner Country.**

- Students whose citizenship is one of the Erasmus+ Partner Countries count as Partner Country students.
- Partner Country students who are not residents nor have carried out their main activity (studies, training or work) for more than a total of 12 months over the last five years in any Programme Country are considered as Partner Country students. The five-year reference period for this 12-months rule is calculated backwards as from the submission deadline (11/January/2018) of applying for an EMJMD student scholarship.



- Students with a double nationality (of a Partner and of a Programme Country) must specify the nationality under which they submit their scholarship application.
- **Contribution to the students' participation costs is up to 4 500 EUR per year per scholarship holder from a Programme Country**
- Students whose citizenship is one of the Erasmus+ Programme Countries count as Programme Country students. Students with a Partner Country citizenship who do not fulfil the Partner Country criteria defined above (12-months rule) count as Programme Country students.
- Partner Country students who are not residents nor have carried out their main activity (studies, training or work) for more than a total of 12 months over the last five years in any Programme Country are considered as Partner Country students. The five-year reference period for this 12-months rule is calculated backwards as from the submission deadline (11/January/2018) of applying for an EMJMD student scholarship.
- Students with a double nationality (of a Partner and of a Programme Country) must specify the nationality under which they submit their scholarship application.
- For each student and each intake, actual participation costs in excess of the EU grant contribution for Programme/Partner Country students must be covered by the consortium and can on no condition be charged to the scholarship holder, i.e. **consortia grant the EMJMD scholarship holders a fee waiver.**

The student does not receive his/her tuition fee directly, but is transferred by the EACEA directly to the DocNomads Consortium.

## **B) Contribution to student travel and installation costs**

The contribution to student travel and installation costs and the monthly subsistence allowance depend on the place of **residence** of a scholarship holder. Students are required to provide the official document that could serve as proof for determining the legal residency of them. The document must have been issued within 12 months before 11/January/2018.

The contribution to the travel costs takes into account the country of residence of the scholarship holder. A unit cost per academic year and a distance band of 4.000 km applies to any student resident in a Partner Country (including students with a Programme Country citizenship). Students resident in a Programme Country (including students with a Partner Country citizenship) are covered by a fixed unit cost of 1 000 EUR per academic year.

The contribution to the travel and installation costs is:

- 2 000 EUR per year for travel costs + 1 000 EUR for installation costs for scholarship holder resident in a Partner Country whose location is situated at less than 4.000 km from Budapest/HU OR
- 3 000 EUR per year for travel costs + 1 000 EUR for installation costs for scholarship holder resident in a Partner Country whose location is situated at 4.000 km or more from Budapest/HU OR
- 1 000 EUR per year per scholarship holder resident in a Programme Country for travel costs

The contribution to *installation* costs is an incentive to help covering the additional costs related to the issuing of visas, residence permits, etc. as well as the temporary accommodation needs upon arrival in the first hosting university and the subsequent mobility trajectories.

### **C) Monthly subsistence allowance for the entire duration of the EMJMD study programme**

Contribution to subsistence costs is 1000 EUR per month for the entire duration of the EMMC study program (up to 24 months maximum)

Contribution to subsistence costs must not be given to scholarship holders for the EMJMD periods (study/research/placement/thesis preparation) spent in their country of residence;

The monthly allowance can only be paid as from the month of arrival of the student at the first host Universidade Lusofona and after formal enrolment to the course.

The scholarship will be transferred to the students by 10<sup>th</sup> days of the month. In case of late payment due to the fault of the Consortium, EUR 5 /day penalty is added to the first instalment transferred by the Consortium to the bank account of the student.

*Bank transfer charges will be borne by the Consortium. Yet any supplementary fee/loss due to erroneous data given by the student will be charged to the student.*

*Students shall report to the Consortium Coordinator any excess transfer credited to their account and refund it to the account of SZFE responsible for the financial affairs of the Consortium.*

If a scholarship holder fails to make adequate progress or conform to regulations of their studies, the Academic Board **may revoke the scholarship**. In this case, the course director of the given semester will point out the problem to the student during or at the end of the semester. At this point, the course director will indicate the following semester to be a 'probation period'. If the study problems are not resolved during this following semester, the Academic Board can decide on revoking the scholarship, asking confirmation from the supervisor agency, the EACEA.

The student thus reprimanded for insufficient diligence and performance may be allowed to attend the remaining semesters as a self-financed student. Nonetheless, even this right can be revoked and the student asked to leave the program, if there is no improvement in his/her diligence and performance. The student may file an appeal to the ombudsman of DocNomads.

A **scholarship can be put on hold** if the student has to leave the course temporarily. The student must provide duly justified and well-documented reasons for doing so. Such cases relate to medical reasons and/or serious family reasons (e.g. needing to temporarily take care of a family member, or, hospitalization/death of a family member). In such cases, the scholarship payment will be put on hold until the student is again physically present at the host university and can actively continue pursuing the course activities.

If the absence is too long and requires an extension of the originally agreed eligibility period, the DocNomads consortium must send a duly substantiated request to the EACEA to extend the eligibility period. The extension cannot exceed 12 months and cannot give rise to additional funding for the consortium or the student.

- In the case of a student **drop-out** (i.e. student decides to discontinue or is expelled from the study program), the consortium must inform the EACEA of the unspent amount (i.e. the remaining parts of the student's participation costs, travel/installation costs, and subsistence costs). If applicable, the unspent amount will be reallocated to either another eligible scholarship candidate of the same category, or, to a candidate of a different category.

## **VI. HEALTH CARE AND LIABILITY INSURANCE**

Pursuant to the contract signed with AON international insurance company the Consortium offers full health care and liability insurance to the student as per conditions specified in annex 2, beginning at the time the student begins his/her travel to Lisbon, but no earlier than 15 August of the starting year, and ending on 31 July of the second academic year.

The student will receive all his/her insurance documents and the information about the use of the same in the course no later than the preparatory week in Lisbon or earlier if it is necessary for her/his visa process.

## **VII. DISPUTES, DISAGREEMENTS BETWEEN THE PARTIES, CLAUSES**

This contract will be terminated with immediate effect if justified by the change of legal regulation and/or if one of the contracting parties breaks any of the provisions of the contract.

In the case of any legal dispute the Hungarian Law shall apply and the parties accept the competence of the Court (PESTI KÖZPONTI KERÜLETI BÍRÓSÁG) as per seat of the University of Theatre and Film Arts. In any case of doubt, the English version of the Contract shall be considered authentic.



CONTRACT SAMPLE FOR SCHOLARSHIP STUDENTS (from PARTNER OR PROGRAMME COUNTRIES)

This contract comes into force from 01 August 2018, until 31 July 2020.

Two copies are signed, in Lisbon and in Budapest; one copy goes to the student, one goes to the DocNomads Secretary.

.....

student

.....

Tamás Almási, member of the AB

.....

Rob Rombout, member of the AB

.....

Victor Candeias, member of the AB

.....

Erika Winkler , member of the AB

## **ANNEX 1**

The Consortium agreed with AON to provide the student with a full health and liability insurance latest from 15 August 2018 to 31 July 2020 in the cases detailed below.

The application assistant Zsófia Ivánka ([ivanka.zsofia@szfe.hu](mailto:ivanka.zsofia@szfe.hu)) is charged to facilitate handling health-care cases of the students.

Coverage:

- Medical Expenses, among which medical repatriation and assistance;
- Accidents, among which accidental death and permanent invalidity caused by an accident;
- Extra Costs, among which extra travel costs by the insured on being recalled to the country of origin;
- Third party liability;
- Assistance services, among which legal assistance;
- Personal possessions, among which household contents and electronics.

### Medical expenses

The section health care expenses provide a complete cover for in-patient and out-patient medical costs as a result of sickness, pregnancy, childbirth or accidents arising during the period of the cover.

Costs related to an illness that already exists on the date of enrolment are not covered.

### Medical repatriation and assistance

In case of emergency in a country of travel, this can be any country in the world including the student's home country, a medical supervised repatriation will be arranged. Due the fact that this is a very important issue, service will be provided by the respected organization Europe Assistance.

With professionals operating in 24-hour Alarm Centres, Europe Assistance is able to offer medical technical support in many languages. Therefore an insured student can easily contact the emergency centre in case of any need for assistance.

### Third-party liability

The Third-party liability covers the liability of the insured in his capacity of a private individual up to a maximum of EUR 1 250 000.00 per occurrence for damage to property and EUR 19 000 000 per occurrence for damage to persons.

### Assistance services

This supplementary coverage provides coverage for:

### Return flight

These costs of a return flight made by the insured on being recalled to his or her country of origin in the event that a relative by blood or by affinity in the first degree (spouse, mother, father and children) should be in peril of death or have died.

Or the costs of a return flight for two of the insured's family members and the accommodation expenses (maximum of EUR 125.00 per person a day), travelling from the country of origin to country of residence, because the insured is in danger of death or has died as a consequence of illness or an accident. The total amount covered for this element is EURO 7 000.00 per event.

### Extra costs

The extra costs of flying to the country of origin, which the insured is required to make because special air transport is necessary for urgent medical reasons. If an escort is required for medical reasons, the costs of a return ticket for the escort will be reimbursed.

### Telecommunication expenses

If something happens that is covered by the repatriation coverage then the necessary telecommunication expenses that result from this event will be reimbursed up to a maximum of EUR 150.00.

### Legal assistance

Legal assistance and reimbursement of the associated costs up to a maximum of the amount

Within Europe – maximum of EUR 50 000.00 per event,

Outside Europe – maximum of EUR 15 000.00 per event

### Personal possessions

Household effects are insured up to a maximum of EUR 6 000.00 and baggage is insured up to a maximum of EUR 1 500.00.