

## STUDENT CONTRACT

### DOC NOMADS EMMC – 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 DOC NOMADS ERASMUS MUNDUS MASTERS COURSE (DOCUMENTARY FILM DIRECTING LISBON – BUDAPEST – BRUSSELS – “Discovery without borders” ) hereinafter “CONSORTIUM”, and

.....(name)

(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 ERASMUS MUNDUS MASTERS 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 matters of dispute, the decision will be made by consensus.

The “DOC NOMADS” Erasmus Mundus Masters Course lasts for two years and offers 120 credits. The student becomes automatically registered in each further education establishment.

#### **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 DOC NOMADS EMMC **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 each semesters in its preparation week.

### 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 ([docnomads.eu](http://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 subject's teacher 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 30 November/3<sup>rd</sup> semester 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 n.º 14500/2012, from the 08 of November.

**In Belgium**, the university college 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 DOC NOMADS Masters course

The student acknowledges that he/she might be excluded from the Masters course 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 Masters 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 shall be signed, keeping in mind that the producers' rights of the three universities together shall in no case whatsoever be less than 51%.

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 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 may not be streamed on the internet or published on DVD by DOC NOMADS until 2 years after its completion, unless its authors agree to earlier streaming or publishing.

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 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 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 DOC NOMADS program in presentations at educational, institutional and professional events. Festival submissions of those selected films may be arranged by DOC NOMADS up to two years following the exam date. Therefore, students have to inform DOC NOMADS of every festival submission by their initiative in order to avoid duplicate submissions.

All students have to inform DOC NOMADS about festival selections, prizes and other distinctions that may be granted to any of their films produced during the course.

Monetary amounts of the prizes won by exam and graduation films shall be given to the authors although may be received by DOC NOMADS as the producer. If the film was submitted to the festival by DOC NOMADS, the submission fees and related expenses shall be deducted from the amount of the prize.

Non-pecuniary awards, such as statuettes, diplomas, technical services or material, etc., shall be held by the author.

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 DOCNOMADS EMMC**

##### **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; full insurance; 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.

It does not, however, cover accommodation or living costs.

This tuition fee is to be paid in three instalments:

- EUR 4500 by 15 April of the year of selection,
- EUR 4500 by 31 July of the year of selection,
- EUR 9000 by 31 July between the course's first and second years.

Any student who has payment in arrears to any of the three host academies is not entitled to begin the next semester until paid.

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

Students will provide for their own health and accident insurance during the master course. During the university registration procedure, they are obliged to present their insurance policy for Europe and for the entire, two-year, training period.

## **VI. 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.

This contract comes into force from 01 August 2017, until 31 July 2019.

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



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student

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Tamás Almási, member of the AB

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Rob Rombout, member of the AB

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Victor Candeias, member of the AB

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Erika Winkler , member of the AB