

JOINT DEGREE STUDY PROGRAMME AGREEMENT

This agreement is made on 09 May, 2013.

SMK UNIVERSITY OF APPLIED SOCIAL SCIENCES

registration code 291823650, Nemuno street 2, LT- 91199 Klaipėda, Lithuania

(hereafter „SMK“ or „Coordinating Institution“)

and

BRAGANÇA POLYTECHNIC INSTITUTE

registration code 600013758, Campus De Santa Apolónia Apartado/Pobox 1038

5301-854 Bragança, Portugal

(hereafter “IPB”)

called as “Partner” in single and “Partners” in plural, following the partnership formed during development of Joint degree study programme in International Marketing and Branding (*“Tarptautinis marketingas ir ženklodara” in Lithuanian, „Marketing Internacional e branding” in Portuguese*) (hereafter “JD programme in M&B”), made this Agreement of Joint Degree study programme delivery (hereafter “Agreement”).

SUBSTANCE OF AGREEMENT

1.1. The Agreement is made with the aim to define and carry out common activities while implementing Joint degree study programme in Marketing and Branding (hereafter “JD programme in M&B”) and to define terms, conditions, contribution, duties, rights and responsibilities of Partners.

OBJECT OF AGREEMENT

1.2. Partners, according to the conditions and regulations indicated in the Agreement, cooperating own financial means, work and knowledge, undertake to realize jointly JD programme in M&B, properly implement it and assure continuation of the programme implementation.

RIGHTS AND OBLIGATIONS OF PARTNERS

1.3. Partners agree and define the following:

1.3.1. Partners shall establish the JD programme in M&B Council of Partner Institutions (hereinafter “Council”) which:

1.3.1.1. shall take all strategical decisions related to realization of JD programme in TManagement;

1.3.1.2. shall be responsible for effective coordination and decision making on Joint Quality Assurance System of JD programme in M&B;

1.3.1.3. in regard with rendering of authorities of Partner, in which practice will be realized and defended, shall approve constitution of the Joint Commission for Professional Practice defence;

1.3.1.4. in regard with rendering of authorities of Partner, in which the Final Papers will be arranged and defended, shall approve:

- a) topics of the Final Papers;
- b) list of supervisors and reviewers of the Final Papers;
- c) Permit to defend the Final Paper.

1.3.1.5. shall approve constitution of the Joint Scientific (Qualifying) Commission;

1.3.2. Partners shall establish Admission Committees in their institutions, that:

1.3.2.1. shall examine the applicant's high school records, extracurricular activities, the statement of motivation;

1.3.2.2. shall check the English proficiency of candidates;

1.3.2.3. shall test the candidates at the admission interview;

1.3.2.4. shall compile the ranking order based on applicant's entrance score.

1.3.3. To assure implementation of the programme, Partners shall establish the Committee of JD programme in M&B consisting from authorities/leadership of each Partner that is responsible for evaluation, improvement and assurance of appropriate material and non-material resources according to the rules of the institution.

1.3.4. To assure implementation of the programme, Partners shall appoint the Manager for the programme implementation in the departments implementing JD programme in M&B. The Manager together with other coordinating and administrating staff shall be responsible for evaluation, improvement and assurance of appropriate content of JD programme in M&B and its implementation.

1.4. Partners have the following rights during the implementation of the JD programme in M&B:

1.4.1. To provide offers regarding improvement and development of activities related to the implementation of the JD programme in M&B.

1.4.1.1. to carry out monitoring of other Partner activity during the implementation of the JD programme in M&B: to receive information about fulfilled activities, made additional agreements, documents related to planning, conclusions, reports and all the other information relevant to the implementation of the JD programme in M&B according to Partner's opinion;

1.4.2. to use methodical and instructional aids;

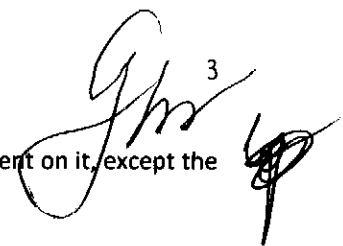
1.4.3. after having reconciled with other Partners, to invite other foreign institutions to join the partnership of the JD programme in M&B implementation with the aim to increase innovativeness and quality assurance of JD programme in M&B;

1.5. Partners undertake within this Agreement:

1.5.1. to meet properly requirements of the Agreement;

1.5.2. not to accept any decisions, resolutions, declarations etc. that could break, terminate or

change pursuing commitments of the Agreement unless all Partners make mutual agreement on it, except the cases of *force majeure*;

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1.5.3. to assure continuation of the JD programme in M&B;

1.5.4. to assure proper management for the implementation of the JD programme in M&B;

1.5.5. to answer rightful questions, requests, pretensions of the other Partners properly and on time, to eliminate imperfections, and to carry out other assignment of Partners, that are necessary for implementation of the JD programme in M&B;

VOLUME OF STUDIES

1.6. Partners have agreed to jointly implement full-time three year duration JD programme in M&B (the volume is 180 ECTS).

CONDITIONS AND REGULATIONS FOR STUDENTS' ADMISSION

1.7. The admission for the JD programme in M&B shall be organized in every Partner according to the rules of the institution.

1.8. In order to be considered for the JD programme in M&B, an applicant shall apply for admission to one of the Partners. The Partner that an applicant has applied and has been accepted in shall be called Home Institution. For each Home Institution, the admission shall comply with the national laws and Admission Regulations of the Partner. Students from a non-partner country can enrol Partner of their choice, according to national laws if it is not stated otherwise by national legislation.

1.9. To be considered for admission, the candidate shall be required to have a high school degree from a national accredited institution or an equivalent diploma.

1.10. The candidate shall be required to provide the certified copies of high school certificate and transcript of records. The documents are to be translated into English by an authorized translator and certified by an authorized person.

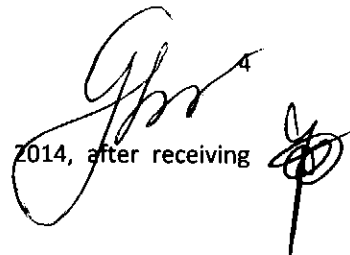
1.11. The candidate, who is not a citizen of Partner's country, shall be required to provide to Admission Commission graduation documents acknowledged to be suitable to study in foreign country's higher education institution as it is defined in legal acts of Partner's country.

1.12. The candidate shall be required to have good proficiency in the English language. The candidates may be tested at the admission interview. Candidates, who are not native English speakers and who have not been educated in the medium of the English language during their two most recent years of study, shall have to satisfy the English language requirements agreed by Partner institutions. English language test should be held in Partner institution during student admission project.

1.13. The application deadlines depend on regulations of every Partner. The beginning of the academic year starts according to the timetable of each institution;

1.14. Partners shall annually select defined number of students intending to study in JD programme in M&B (see Annex 1). It shall be done no later than 15th August of every admission year.

1.15. IPB shall start study implementation and student admission from 2014, after receiving accreditation from National Authority.



STUDENTS FINANCIAL AID AND SUPPORT

1.15. Partners agree on the following:

1.15.1. Studies of JD programme in M&B shall be financed by students' tuition fees defined by every Partner or funded in the form of state subvention. Fees for Students from the third countries shall be agreed among Partners that can admit third countries' Students but no later than 6 months prior the beginning of admission year.

1.15.2. In order to assure financial aid for Students and academic staff in studies mobility during the JD programme in M&B, Partner can apply for National Erasmus Agencies.

1.15.3. Every Partner shall accumulate own finance to assure financial resources to use them for methodical maintenance and material development.

1.15.4. Not less than once a study year within rotation principle Partners shall apply for National and International Funds involving other Partners to assure finance of the JD programme in M&B.

1.16. Partners undertake:

1.16.1. To assure social security of Students from the JD programme in M&B, every Partner shall mediate for Students, which enrolled to this Partner, to receive social grants, that would cover expenditure for studies and living and are provided by national and/or international funds related to educational and studies scholarships.

1.16.2. During studies of the JD programme in M&B, every Partner shall apply financial concession for studies for the following students:

- 1) Students with excellent and very good study results,
- 2) Disabled Students, and
- 3) In the cases when a Student requests it due to illness or poor material circumstances.

1.16.3. The receiving Partner shall support incoming students in finding accommodation facilities in the host country for the mobility period.

ORDER FOR EVALUATION OF KNOWLEDGE AND SILLS

1.17. Partners agree on the following:

1.17.1. Accumulative evaluation according to ECTS shall be used to evaluate results of every study course.

1.17.2. Partners shall follow Assessment Guidelines, determined for lecturers of Partners when developing every study course and follow this agreement till the next renewal of the JD programme in M&B.

1.17.3. Exam shall be the main form for evaluation of study results; other forms shall be differentiated credit. Exam and differentiated credit shall be carried out in written.

1.17.4. Home lecturers who have arranged and lectured the course and/or host lecturers shall

organize exam and differentiated credit and evaluate study results of the course.

1.17.5. Exam and differentiated credit shall be considered to be passed if aims of the course are achieved not lower than necessary minimal level and they are evaluated no less than „E“ in ECTS.

1.17.6. Student disagreeing with evaluation results shall have the right to apply to Appeal Commission of Partner in writing but no later than in one day after announcement of evaluation of exam or differentiated credit. Regulations of Appeal Commission shall regulate order of appeal and its investigation. As long as Appeal Commission doesn't provide its decision, any other decisions related to study results shall not be valid.

1.17.7. Validity of study results for Students, who prolong studies after study break, shall be estimated by Partner enrolled Student for studies.

1.17.8. Partner shall assure conditions to eliminate academic debts for Students having academic debts and continuing studies in Partner institution;

1.17.9. Students, who do not eliminate academic debts on time, may be expelled from the list of Students.

PROCEDURE OF REGISTRATION OF STUDY RESULTS

1.18. Partners agree on the following:

1.18.1. Periods of study and exams passed at Partner institutions shall be recognized fully and automatically by the other Partners.

1.18.2. Records of study results evaluation shall be saved in the electronic format database designed for administration of the JD programme in M&B; all Partners in the network shall design such database for registration of study results;

1.18.3. All Partners in the network shall jointly organize the data administration for each Student's Diploma Supplement.

STUDENTS' AND LECTURERS' MOBILITY PRINCIPLES

1.19. Partners agree on the following:

1.19.1. Students' study period without break at the Partner institution shall constitute no less than one academic year of the JD programme in M&B to obtain degree from this Partner at the completion of the JD programme in M&B in full. The mobility should be in 2nd academic year. The amount curricular units would be agreed upon a separate supplementary agreement

1.19.2. First year studies of JD programme in M&B shall be organized in Home Institutions if it is not agreed otherwise among Partners.

1.19.3. Studies of other than first year shall be organized in Partners according to Students' choice to study in. Students shall be provided with study options of next study year at the end of autumn semester of every study year. Priority to organize studies shall be given to most advanced Partners in the field of courses provided during particular study year other than the first one. The regulation shall be used if it is not agreed otherwise among Partners.

1.19.4. Second year study mobility expenditure for Students shall be granted from Erasmus programme or other exchange programmer or be students own expenditure unless they study in enrolling Partner;

1.19.5. Third year practice mobility expenditure for Students shall be granted from Erasmus programme or students own expenditures if he wishes to implement practice mobility abroad unless they are employed in the country of enrolling Partner;

1.19.6. Courses included in the JD programme in M&B shall be provided either by home or host lecturers at the request of Partners and following strengths of each Partner implementing the JD programme in M&B.

1.19.7. Partners shall aim to reimburse mobility expenditure for lecturers by Erasmus or other grants.

1.19.8. The Joint Scientific (Qualifying) Commission for defense of the Final Paper shall be the subject of mobility and:

1.19.8.1. Shall consist of no less than one member from every Partner;

1.19.8.2. Partner shall assure covering of expenditure for trips, subsistence and work in the Commission for the member of it.

MAINTANANCE OF THE PROGRAMME WITH MATERIAL, METHODICAL AND ACADEMIC STAFF RESOURCES

1.20. Partners undertake on the following:

1.20.1. To complete team of academic staff who shall possess required qualification to assure achievement of quality aims and results of JD programme in M&B.

1.20.2. To foresee academic staff for every next study year and to inform Partners about completing results but no later than 3 months till the commence of study year; to develop international cooperation accumulating experience of multicultural competences and international cooperation in the field of studies and science.

1.20.3. At the beginning of every study semester lecturers shall arrange extended description/inventory indicating teaching content for students during lectures, practical activities and independent work, as well as volume, evaluation, feedback and necessary material and methodical resources.

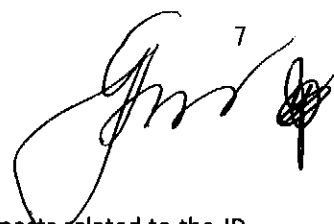
1.20.4. To assure needs and conditions for development of academic staff qualification and mediate in organizing training and placements for them.

1.20.5. To carry out dissemination of developed already scientific and methodical resources that could affect quality in the implementation of the JD programme in M&B with the aim to assure principles of integrity, continuation and adoption of JD programme in M&B.

1.20.6. To apply innovative and interactive study methods and ways, distant learning principles, and to seek that arranged methodical material, lecture notes and subject courses were available for all Partners.

1.20.7. To accumulate and develop material recourses (information and communication technologies, bibliography and other resources) that are necessary for implementation of the JD programme in M&B.

QUALITY ASSURANCE PRINCIPLES



1.21. Partners undertake on the following:

1.21.1. All Partners in the network shall be responsible for the quality of all aspects related to the JD programme in M&B and follow the Joint Quality Assurance System approved by the Council.

1.21.2. Partners in the network shall compose the groups consisting of representatives from each Partner (academics, students, administration, senior leadership) and the stakeholders from outside the Partner (representatives of labour market, graduates, representatives of society) for three different responsibility levels (network, subject, and institution) to assure quality of the JD programme in M&B.

1.21.3. All Partners in the network shall appoint an agent – a person in a defined position who is competent, trained and responsible - at each different group.

1.21.4. All Partners in the network shall be responsible for analysis of strengths and weaknesses with the aim to identify necessary fields for change and improvement of the JD programme in M&B.

LANGUAGE FOR IMPLEMENTATION OF STUDY PROGRAMME

1.22. The English language shall be the language of instruction for the implementation of the JD programme in M&B.

AWARD OF JOINT DEGREE

1.23. Partners agree on the following:

1.23.1. Each member institution formally recognises the modules offered within the programme and the credits awarded. The coordinating institution collects the results from the partners and certifies to the consortium the outcome of the assessments of each participant.

1.23.2. As long as there is no national and/or common European legal acts defining award of Joint Degree Diploma (Undergraduate, qualification awarded – professional bachelor), after completion the JD programme in M&B in full a student shall be provided with degree diploma awarded in the name of the Partner at which Student has been admitted and which shall be automatically recognized by every Partner.

1.23.3. Additionally, Student shall be provided with one Joint Diploma Supplement (presenting the details of the participant's academic programme and academic achievement. It should be produced by the coordinating institution) awarded in the name of those Partners at which Student studied no less than 40 % of the JD programme in M&B duration.

1.23.4. As long as there is no national and/or common European legal acts defining award of Joint Degree Diploma, to provide evidence that the award of Joint Degree results from a joint programme, certificate shall be awarded on behalf of all the Partners, in addition to the national degree.

1.23.5. All the Partners in the network shall involve into negotiations with National Ministries for issuing Joint Degree Diploma and recognition of Joint Degree.

MEANS FOR ASSURANCE OF STUDENTS ADAPTATION

1.24. Partners shall assure successful adaptation of incoming students while providing them with

academic, social and informative-consultative support:

1.24.1. Mentors in receiving Partners to assist incoming Students shall be appointed; incoming Students shall be provided with consultations and psychological, social, moral, academic etc. assistance.

1.24.2. Introductory lectures for incoming students about Partner's study organization procedure, learning and teaching styles, cultural differences, national stereotypes etc. shall be carried out.

1.24.3. Incoming Students for the JD programme in M&B shall be integrated into Partner's community while organizing academic and post-lecture events.

1.24.4. In request of incoming Students training courses of national language shall be arranged.

PARTNERS' MULTILATERAL RELATIONS

1.25. Partners shall recover loss to each other occurring due to improper execution or violating the Agreement.

1.26. Each Partner in the network shall strengthen the collaboration and support the achievement of the joint aims and objectives.

VALIDITY OF THE AGREEMENT

1.27. Agreement shall enter into force on the date when the last Partner signs it.

1.28. All Annexes and Amendments shall be valid if they are made in written and signed by all Partners.

1.29. Partners of Agreement understand and accept that they can not leave the Agreement, accept new Partner into consortium, to substitute acting Partner by another, consequently, to change Partners of the Agreement without prior approval of other Partners that shall be made in written.

1.30. Joint Degree study programme agreement should be valid for a period while students' are studying at JD programme in M&B. Some issues generally included in this Agreement and its annexes might be periodically reviewed (e.g.: tuition fees, selection process etc).

AMENDMENT AND SUPPLEMENT OF AGREEMENT

1.31. Agreement shall be amended and supplemented only under mutual approval of Partners that shall be made in written and stamped and signed by legal representatives of Partners.

1.32. All transactions between Partners related to accomplishment of this Agreement shall be made in written.

TERMINATION OF AGREEMENT

1.33. The Agreement shall be terminated only by written agreement between Partners and under other conditions defined by legal acts.

1.34. The Agreement shall be terminated when a Partner initiates it; other Partners shall be informed about it not less than 1 study year prior termination term.

1.35. Termination of Agreement shall enter into force after approval of Partners provided at least

one group of graduates complete the JD programme in M&B in full and the loss incurred during implementation of the JD programme in M&B is recovered to other Partners.

ACKNOWLEDGEMENT AND SECURITY OF PARTIES

1.36. Partners acknowledge that the JD programme in M&B shall be implemented only after its evaluation and legalization under conditions of legal acts of Partner countries.

1.37. Every Partner confirms the following:

1.37.1. The Agreement doesn't contradict the aims of Partner acting as a legal body;

1.37.2. Partners have agreed on all conditions that were necessary to consider the Agreement fully completed by every Partner.

1.37.3. Partner has not violated and does not violate any laws or legal agreements (contracts), execution of which would significantly affect accomplishment of obligations of the Partner following the terms and conditions of the Agreement.

CONFLICT OF INTERESTS

1.38. Conflicts and other disagreements or claims occurred from or related to this Agreement shall be solved by negotiations.

1.39. In the case of failure to solve conflict (or other disagreement) by negotiations in 14 work days since the commence of Negotiations, the conflict shall be solved in court according to legal acts of the country of the Partner coordinating implementation of the JD programme in M&B programme.

CONFIDENTIALITY

1.40. Unless expressly authorised by, and subject to any obligations of this agreement, each Partner agrees to keep confidential any information, data, know-how, document or other material which is communicated to it as confidential, or the disclosure of which may be clearly prejudicial to the other Partner institution.

1.41. Notwithstanding the above, a Partner institution is entitled to disclose confidential information which it is required by law to disclose or which, in a lawful manner, it has obtained from a third party without any obligation of confidentiality, or which it has developed independently of confidential information, or which has become public knowledge other than as a result of a breach by that Partner institution of its obligations under this confidentiality clause.

OTHER PROVISIONS

1.42. The Agreement is made in as many originals as there are Partners involved in JD programme in M&B implementation, providing for every Partner an original of the Agreement. All originals of the Agreement are of equal legal validity.

1.43. All Annexes to the Agreement are inseparable part of the Agreement.

PARTNERS**PUBLIC INSTITUTION SMK UNIVERSITY OF APPLIED SOCIAL SCIENCES**

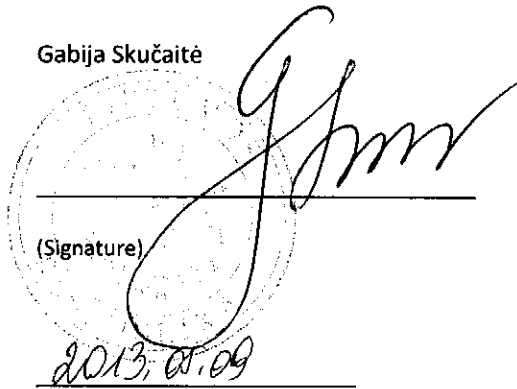
Nemuno street 2, LT- 91199 Klaipėda, Lithuania

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President

Gabija Skučaitė

(Signature)



2013.05.09

(Date and Stamp)

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President

Professor Doutor João Alberto Sobrinho Teixeira

(Signature)



2013.05.09

(Date and Stamp)

Annex 1

The number of students enrolled a partner annually for Joint Degree programme in International Marketing and Branding.

Partner	Minimum number of students	Maximum number of students
SMK	30	50
IPB	20	25

PARTNERS**PUBLIC INSTITUTION SMK UNIVERSITY OF APPLIED SOCIAL SCIENCES**

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Registration code 291823650

President

Gabija Skučaitė

(Signature)

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Professor Doutor João Alberto Sobrinho Teixeira

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