

11 April 2018

Cooperation Agreement
Between
Uppsala University,
University of Eastern Finland and
UiT The Arctic University of Norway
Concerning the
Joint Nordic Master Programme in Environmental Law

I. Purpose and Scope of the Agreement

The purpose of this Agreement is to record the decisions and involvement of the Parties for running of the research based, jointly developed Nordic Master Programme in Environmental Law, hereinafter referred to as the Programme, and to outline the principles and terms of their cooperation.

All Parties are accredited to offer master's programmes, according to their respective national legislation.

This Agreement will be implemented within the legal requirements of each cooperating institution.

The Programme applies the European Credit Transfer and Accumulation System (ECTS) that is based on learning outcomes and student workload.

The Programme consists of a number of educational components, [see V.2 of this agreement \(courses\)](#).

II. Parties

This Agreement is made between

Uppsala University, Box 256, 751 05 Uppsala, Sweden
University of Eastern Finland, P.O. Box 1627, 70211 Kuopio, Finland
UiT The Arctic University of Norway, P.O. Box 6050, Langnes, 9037 Tromsø, Norway

(Hereinafter referred to individually as a Party and collectively as the Parties.)

Within these institutions, the involved and responsible units are:

Faculty of Law, Uppsala University
Law School, University of Eastern Finland
Faculty of Law, UiT The Arctic University of Norway

III. Approval, Accreditation and Recognition

The Programme is subject to accreditation/approval according to the regulations in the three Nordic countries and within the requirements of each cooperating institution. This Agreement is not valid until such accreditation/approval is done by all cooperating institutions.

The completed Programme leads to a second cycle degree within the national qualifications framework, SEQF (Sveriges referensram för kvalifikationer). The qualification is recognised in all three Nordic countries.

Commented [LEØ1]: We must include the full title of the framework in english.

IV. Structure and Organisation of the Cooperation

1. Steering Committee

The Steering Committee consists of two members from each Party and one student. The Committee elects its own chair. The Committee steers the Programme and decides upon the academic and administrative issues. The Steering Committee cannot, however, decide upon matters involving the exercise of public authority.

The Steering Committee shall meet at least once every year to discuss the Programme content and other issues related to the Programme. Major changes in the Programme are subject to final approval by the Parties.

The obligations of the Steering Committee, in connection with quality assurance, are described in Part X of the Agreement.

Commented [AT2]: One at all or one from each party? If one at all how is she/he elected?

Commented [LEØ3R3]: I think one student from each institution? We can specify that. I dont think it is necessary to include in the agreement how these students (as for the other members of the committee) are selected.

2. Coordinating Institution

The Coordinating Institution is Uppsala University. The Coordinating Institution acts as the Secretariat of the Steering Committee, prepares issues for meetings of the Steering Committee and has the final responsibility for the oversight and implementation of all administrative matters, in accordance with that agreed upon in this Agreement and the Programme Educational Plan. The Coordinating Institution names an Academic Programme Coordinator and an Administrative Programme Coordinator to fulfil these tasks.

3. Admission Committee

An Admission Committee shall be engaged in the admission process in accordance with VII.3 of this Agreement. The Admission Committee consists of one person from each Party.

4. Administrative Capacity

All Parties will ensure that the academic and administrative capacity necessary to execute this Agreement exists within their own institutions, both for establishment and running of the Programme.

Commented [LE04]: Just a suggestion. To make it clear that we need resources for both the establishment and the running phase.

5. Budget and Financial Distribution

The Steering Committee will, in accordance with the Agreement with the Funder and after consultation with the Parties, decide upon the distribution of external funding of the Programme.

Commented [AT5]: Please, define "Funder".

The funding from the Nordic Council that relates to the administrative Programme costs and is xxxxxx euros, for the first two-year Programme, will be distributed as follows: Uppsala University (coordinator) 50%, University of Eastern Finland (25%), UiT The Arctic University of Norway (25%).

Commented [LE06R6]: Is the point here to be flexible in who/what is the Funder? In case we receive other external funding than from Nordic Council? If so I think it is sufficient to not define this further here.

Each Party is responsible for its own costs, which arise from the execution of activities, for the purposes of running the Programme.

Commented [AT7]: Please, provide the total sum of the agreement and preferably also the sums to be paid to the parties.

How is this funding paid to parties? Do we have to invoice Uppsala? Please, provide in any case the schedule for the money transfers.

Commented [LE08R8]: We can include the total amount of euros we receive from the Nordic Council.

I don't think we need to include in the agreement how we actually get the money.

V. Programme Structure and Responsibilities

1. Title of Programme

The name of the Master's Programme is *Joint Nordic Master Programme in Environmental Law*.

2. Programme Structure

The Programme is a full-time study programme of 120 ECTS credits, with a nominal study length of two years. The Programme includes the following courses:

Commented [LE09]: Just a quick question – we all have the same structure in semesters? Fall: aug-dec, Spring: Jan-june? I can't remember if we have talked about it.

- First semester: *Introduction – The Role of Law in Environmental Policies* (15 ECTS) and *Law on Management of Natural Resources and Protection of Biodiversity* (15 ECTS). Uppsala University is responsible for the course administration.
- Second semester: *Climate Change Law and Policy* (5 ECTS), *WTO: Environment, Clean Energy and Natural Resources, Trade and Resources* (5 ECTS), *International Environmental Law II* (5 ECTS), *International Law and Forests* (5 ECTS), *Environmental and Social Impact Assessment* (5 ECTS) and *International Water Law* (5 ECTS). The University of Eastern Finland is responsible for the course administration.
- Third semester: *Energy and Climate Change Law* (15 ECTS) and *Protection of the Marine Environment with Focus on Marine Living Resources Law* (15 ECTS). UiT The Arctic University of Norway is responsible for the course administration.

- Fourth semester: *Master Thesis in Environmental Law* (30 ECTS). UiT The Arctic University of Norway is responsible for the course administration, including the formal examination. All three universities are equally responsible for the performance of the course, including supervision and approval of theses and arrangement of seminars. All three universities are equally responsible for the course costs.
3. International Dimension
The Programme is an international master's degree programme that requires studies in the three Nordic countries. International and environmental law are important components of the courses. The language of the Programme is English. Instruction and examinations are conducted in English. The master's thesis must be submitted in English.
 4. Student Mobility
Students must physically study at each of the three participating institutions, as stipulated in the Appendix 1 (Programme Educational Plan).
 5. Assessment
The courses and thesis passed at one Party will be fully recognised by the other Parties, without any further assessment. The master's thesis is assessed by two examiners, from two different institutions.

Commented [AT10]: How are students elected?

Commented [LEØ11R11]: This is described in Educational Plan, which I think is sufficient.

VI. Degree and Diploma

1. Title of Degree
The Programme *Joint Nordic Master Programme in Environmental Law* will lead to the following qualification(s):

Faculty of Law, Uppsala University: *Juris magister/Master of Legal Science*

Law School, University of Eastern Finland: *Kansainvälisen ja vertailevan oikeustieteen maisteri/Master of International and Comparative Law (MIDL)*

Faculty of Law, UiT The Arctic University of Norway: *Master of Laws in Environmental Law*
2. Joint Diploma
The successful completion of the Programme leads to the awarding of a joint degree, documented in one Joint Diploma. In addition, following requirements arising from national legislation, University of Eastern Finland will issue a separate degree certificate to all students graduating from the Programme.
3. Included in the Joint Diploma:
 - Name of the awarding institutions.
 - Name of the Programme.
 - Name of the qualification(s).

- Name and identification of the holder of the diploma.
- Date when the degree is obtained.
- Signature and title of the persons authorized to sign the diploma.
- The candidate's Transcript of Records, from each institution where the candidate has studied, as well as a description of the credit system and grading used.
- References to the acts on higher education applying to the Parties.

4. Diploma Supplement

The Joint Diploma will be accompanied by a Diploma Supplement.

5. Included in the Diploma Supplement:

- Name of the cooperating institutions (Parties).
- A short explanation of the Nordic Master.
- General information about the programme of study.
- Objectives and content of the programme of study.
- Supervision (if there has been joint supervision).
- Learning outcomes.
- Quality assurance.

6. Processing Time

The Joint Diploma with the Diploma Supplement must be sent to the graduate within three months of the announcement of the final exam. The month of July is not included when calculating the three-month **deadline**.

Commented [AT12]: Who is responsible for sending the diploma?

Commented [LEØ13R13]: As far as I understand it is not necessary to include further practical details in this agreement document. For now we think that Uppsala as coordinating institution sends out the diplomas, and that Joensuu and Tromsø make sure to provide them with students transcripts etc. All institutions will also need to sign the Diplomas. Exactly how we solve this in practice we will figure out later in the process.

Commented [AT14]: Should there be a limit?

Commented [LEØ15R15]: We might add the limit of 25 students here?

VII. Student Admission, Enrolment and Registration

1. Number of Students

In accordance with local capacity and regulations, the number of students to be admitted to the Programme must be decided annually by the Parties, after consultation with the Steering **Committee**.

2. Marketing of the Programme and Student Recruitment

The Steering Committee will develop a marketing and student recruitment plan for the Programme and each Party will develop appropriate and adequate information material for the incoming students.

3. Admission to the Programme

Students will be admitted to the Programme at Uppsala University, which administers the admissions, in accordance with Swedish legislation and procedures adopted by Uppsala University and the qualification requirements specified in the Programme Educational Plan. The Programme Admission Committee shall be consulted in matters regarding selection of students in competition situations.

Students admitted to the Programme by Uppsala University are also registered at the University of Eastern Finland **and at UiT The Arctic University of Norway**, to gain study rights as a degree student and be able to access student services.

Commented [G16]: Tore/Lene: Is it possible to include Tromsø as well?

Commented [LEØ17R17]: Yep!

4. Course Registration
Each Party manages the registration of students to the courses that the Party is responsible for, in accordance with V.1 of this Agreement.
5. Regulations
Students will be subject to the regulations and procedures of the Party at which they attend courses and sit for examinations, in a given semester. They will be provided with the same academic resources and support services that are available to all students at that Party.

VIII. Teaching and Assessment

1. The Parties agree on the teaching and assessment responsibilities. These are specified in the Programme Educational Plan.
2. When a student has successfully completed a course, the responsible Party will send the result to the Coordinating Institution.

Commented [AT18]: Is it clear enough when the course is completed successfully?

Commented [LEØ19R19]: We might write “successfully passed the course”. Students must have completed the examination in all courses.

IX. Tuition Fees, Student’s Financial Responsibility and Grants

1. Students from outside of EU and EEA countries and Switzerland will be subject to tuition fees, when studying at Uppsala University and the University of Eastern Finland, but not at UiT The Arctic University of Norway.
2. Uppsala University and the University of Eastern Finland determine the level of fees, in accordance with national and institutional regulations and procedures. The fees shall be collected by the Party in question, during the semester the student is studying at that University.
3. Students will be financially responsible for:
 - Travel to and from the institutions they are attending during the length of the Programme.
 - Books, stationery, etc.
 - Travel documentation, visas, etc.
 - Accommodation and living expenses.
 - Student association/general service charges (if applicable).
 - International insurance coverage relevant to their stay in a given country.
4. The Parties shall strive to generate funding for student costs for travelling and lodging.

Commented [LEØ20]: International office advise us to use a not so strong saying in this regard, for example use “should” instead of “shall”.

X. Quality Assurance

1. The Steering Committee is responsible for the annual systematic follow-ups of the programme components. The Coordinating Institution is responsible for educational evaluations, at least once every six years, according to the Guidelines in Uppsala University's Model for Review of Study Programmes (UFV 2015/475). The first review will take place in the year 2024. The Coordinating Institution shall involve the other Parties in all quality assurance.
2. All quality assurance shall include student evaluation and participation.

XI. LIABILITY

The Parties shall be liable towards each other for damage caused by a breach of contract. The liability of either Party arising in any way out of the subject matter of this agreement shall not extend to any indirect or consequential loss or damage. The liability of a Party shall in all cases be limited to the share of financing of the Party in breach in accordance with this agreement. The limitations of liability set out herein shall not apply if the damage is caused by a wilful act or gross negligence.

XII. Disputes, Renewals, Termination and Amendment

1. This Agreement will enter into force after having been signed by the legally authorized representatives of the Parties and it shall be in force until the termination of the first two-year Programme, provided that the Programme Educational Plan has been duly approved by the respective institutions. The Agreement may be prolonged by mutual consent of the Parties.
2. Changes and amendments to this Agreement, at the time of renewal or while the Agreement is in effect, must be in writing and approved by all Parties.
3. Any dispute that cannot be solved amicably among the Parties will be resolved within the national legal framework of the Coordinating Institution. This Agreement is governed by, and is to be construed in accordance with Swedish law. All disputes, controversies or claims arising out of or in connection with this agreement shall be settled by the ...
4. A Party may withdraw from this Agreement, upon giving six months' written notice to the other Parties.
5. In the case of a Party leaving the cooperation or if the Parties decide to terminate the Agreement, it is the responsibility of the respective home institution to ensure a reasonable arrangement for the completion of the Programme by students already accepted to the Programme.

The Parties shall have the right to terminate this agreement with immediate effect, if a Party commits a fundamental breach of contract and does not correct the breach within thirty (30) days after having received a written notice thereof.

APPENDICES

Commented [AT21]: Please, add her the general clause of the applicable law and dispute resolution.

Commented [AT22]: What happens to the students doing their studies at this time? What happens to the courses that should have been given by this withdrawing party?

Commented [LE023R23]: We specify in number 5 that if a party withdraws it is required to make sure that students admitted to the program will get to complete it. We cannot add further details.

Commented [AT24]: What is "respective home institution" if all the students are Uppsala students?

Commented [LE025R25]: We might write Party also here. So it is clear that it is this Partys responsibility.

Appendix 1: Programme Educational Plan

XII. Signatures

This agreement is made and signed in two similar copies, one for each Party. The Parties warrant that the persons undersigning this agreement are authorised to sign for the organisation they represent.

Date

Legal representative

Name of institution

Date

Legal representative

Name of institution

Date

Legal representative

Name of institution