

2023 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 (NOMPEL)

I. Purpose and Scope of the Agreement

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

The original 2018 Cooperation Agreement with appendices expired on 30 June 2021, and was prolonged in accordance with its Part XII, para. 1 and 2, except for Part IV 5 on Budget and Financial Distribution, in the Continuation of 2018 Cooperation Agreement applicable, which applies until the completion of the fourth cycle of the two-year programme by 30 June 2024.

This 2023 Cooperation Agreement with appendices, replaces the previous agreements between the Parties, and applies to students enrolled in the Programme as from fall 2023.

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 Part V 2 of this Agreement.

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. The validity of this Agreement follows from the accreditation/approval process undertaken by all cooperating institutions in connection with the entry into force of the 2018 Cooperation Agreement.

The completed Programme leads to a second cycle degree according to national legislation. The Swedish Higher Education Ordinance (1993:100), annex 2, the Qualifications Ordinance, contain descriptions for all qualifications. It refers to level 7 within the national qualifications framework connected to the European Qualifications Framework. The qualification is recognised in all three Nordic countries.

IV. Structure and Organisation of the Cooperation

1. Steering Committee

The Steering Committee consists of two members from each Party, one academic and one administrative representative, appointed by the relevant unit at each Party. The members of the committee are elected for a four-year period and can be re-appointed. The Committee also consists of two student representatives participating in the Programme (one from each study year). These are elected by the Programme students. The student representatives are elected for a one-year period.

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 twice 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.

2. Coordinating Institution

The Coordinating Institution is Uppsala University. The Coordinating Institution acts as the Secretariat of the Steering Committee, prepares issues for meetings in 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 appoints 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 Part VII3 of this Agreement. The Admission Committee consists of one member of the academic staff 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 the further development and running of the Programme.

5. Responsibilities and Costs

Each Party is responsible for its own costs which arise from the performance of activities included in the first three semesters of the Programme.

During the fourth semester, the three Parties are co-responsible for the performance of course activities, including teaching activities, approval of master thesis topic, supervision as well as assessments of the thesis. All three universities are responsible for their own costs.

V. Programme Structure and Responsibilities

1. Title of Programme

The name of the Master 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 parts:

The first semester of the programme, comprising 30 ECTS, is spent in Uppsala. During this semester two themes are addressed. The first is a general introduction to the role of law in the formulation and implementation of environmental policies. The second theme is more substantive and relates to the effective management of natural resources, including the protection of biodiversity. Uppsala University has the administrative and academic responsibility for the first semester.

In the second semester of the programme, students will relocate to School of Law of the University of Eastern Finland, Joensuu, where NOMPEL students take courses, for a total of 30 ECTS, comprising the following themes: climate change law and policy; international environmental law; green transitions; international forest law; international water law; environmental and social impact assessment. The University of Eastern Finland has the administrative and academic responsibility for the second semester.

Before the third semester, students move to UiT the Arctic University of Norway, Tromsø. Two courses, comprising 30 ECTS in total, are taught sequentially. The first course focuses

on marine environmental law and sustainable use of living marine resources. The second course provides students with advanced knowledge of the interdependence between climate and energy. UiT The Arctic University of Norway has the administrative and academic responsibility for the third semester.

During the fourth semester, students will produce a 30 ECTS master's thesis on a topic linked to the objects taught in the programme. UiT The Arctic University of Norway is responsible for the course administration, including the formal examination. All Parties are co-responsible for the performance of course activities, including teaching activities, approval of master thesis topic, supervision as well as assessments of the thesis.

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 Parties' campuses as stipulated in Appendix I (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.

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 master/Master of Legal Science

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

Faculty of Law, UiT The Arctic University of Norway: Master i Miljørett/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).
- Title of the master thesis.
- 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 Joint Nordic Master Programme in Environmental Law.
- General information about the Programme of study.
- Objectives and content of the Programme of study.
- Supervision.
- Learning outcomes.
- Quality assurance.

6. Processing Time

The Joint Diploma with the Diploma Supplement will be sent to the graduate, subject to application by the graduate. Uppsala University is responsible for administering the Diplomas to the student.

VII. Student Admission, Enrolment and Registration

1. Number of Students

In accordance with local capacity and regulations, the number of students to be admitted each year to the Programme must be decided annually by the Parties, after consultation with the Steering Committee. The aim is to admit 25 students each year.

2. Marketing of the Programme and Student Recruitment

The Steering Committee is responsible for maintaining 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. Uppsala University is responsible for managing any complaints submitted about decisions concerning the admission to the Programme.

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.

4. Course Registration

Each Party manages the registration of students to the courses that the Party is responsible for, in accordance with Part V I 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. The respective Party is responsible to manage grade appeals or other appeals in relation to the studies and examinations, as well as disciplinary conditions such as plagiarism and cheating.

6. Ownership of intellectual property

Students are entitled to the intellectual property rights of their own written work, such as assignments, exams and master's theses, except in instances where the student has agreed otherwise.

7. General Data Protection Regulation

All Parties are required to protect any personal student data in accordance with the Regulation (EU) 2016/679 (General Data Protection Regulation).

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 remaining Parties.

IX. Student Fees, Student's Financial Responsibility and Grants

1. Students from outside of EU and EEA countries and Switzerland will be subject to tuition and application fees, when studying at Uppsala University and the University of Eastern Finland.
2. All students are required to pay a semester fee to the Arctic Student Welfare Organisation for studies administered by UiT The Arctic University of Norway.
3. All Master's degree students at the University of Eastern Finland are required to join the Student Union and must pay the student union membership fee for the semester they spend at that university. All students are furthermore required to pay a healthcare fee for the semester they spend at the University of Eastern Finland.

4. Uppsala University, the University of Eastern Finland and UiT The Arctic University of Norway 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.
5. 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.
6. The Parties should strive to generate funding for student costs for travelling and lodging.

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. Each Party is responsible for evaluating and quality assurance of the teaching and administration of its courses in accordance with national qualification requirements.
3. 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 but shall never extend beyond the maximum amount of their respective insurances (such maximum amount including any self-deductible). 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 remain in force until either of the Parties submit their notification of withdrawal in accordance with Part XII sections 4 to 6.

2. Changes and amendments to this Agreement 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 courts of Sweden, with the public court in Uppsala, Sweden, as the court of first instance.
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 Party institution to ensure a reasonable arrangement for the completion of the Programme by students already accepted to the Programme.
6. In the case of one Party leaving the agreement, all Parties must agree on the possibility of the remaining Parties to continue the Programme. Depending on mutual consent, the remaining Parties may continue to use the Programme name.
7. 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

Appendix 1: The Programme Educational Plan as agreed upon and approved by all Parties.

Signatures

This agreement is made and signed in three 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

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title
Uppsala University

Date

nn

title

University of Eastern Finland

Date

nn

title

UiT The Arctic University of Norway