



## **wintour Student Agreement**

### INTRODUCTION

#### 1. Introduction

This Agreement sets out the relationship between the Erasmus Mundus Master on Wine Tourism innovation (WINTOUR) Consortium and its students, while specifying the rights and obligations of the WINTOUR Consortium and WINTOUR students. It is intended to provide a framework through which the Universities and their students can work together to create a positive environment for learning and academic achievement.

#### 2. Agreement

The standard enrolment conditions for WINTOUR students are set out below.

The Agreement between you and the WINTOUR consortium starts when you accept the offer of a place on the programme.

If the Agreement between you and the WINTOUR Consortium is inconsistent with any other document prepared by or on behalf of the Consortium, the Agreement will prevail. The Agreement comprises the entire understanding between you and the WINTOUR Consortium about the programme and replaces any other undertakings or representations.

### ACADEMIC MATTERS

#### 3. The Consortium obligations

The Consortium through the three Universities involved will provide you with the tuition and learning support associated with the programme with reasonable care and skill. The Consortium will make all reasonable efforts to deliver a high-quality study programme, including the main milestones in the master course calendar, examination periods, the nature of the exams and the grading system to assess the students' performance, the students' obligations concerning both the attendance to the course and academic performance, as well as the consequences for not respecting these obligations.

The Consortium, through the Universities involved, will give the students access to learning support facilities and other services as it considers appropriate for their proper participation in the programme.

#### 4. Student obligations

In accordance with the WINTOUR Consortium, students are required to:

- Attend compulsory lectures, courses, tutorials, examinations and other activities which form part of the programme, subject to absence for medical or other reasons for which they are not responsible (students must provide proof of this on request). Students who do not attend the course regularly without the permission of the General Coordinator may:
  - be excluded from the regular exam of a teaching unit or module (in this case the student will be automatically required to sit the corresponding retake);
  - be excluded from further participation in the WINTOUR Master's Degree Program and have their scholarships suspended. The decision will be taken by the WINTOUR Executive Committee.
- Stick to the compromise of attending local language courses organized in the first three semesters at URV, UB and UP.
- Submit by required deadlines course work and other assignments required for the programme, subject to exceptional circumstances such as illness.
- Reach the level of academic attainment required for the programme by the Academic Committee.
- Behave appropriately, on the Universities' premises, according to the WINTOUR Code of Ethics and conduct attached to this agreement.
- Be adequately prepared for any activity that may be required to undertake as part of the programme outside the Universities, at all times conducting themselves according to the WINTOUR Code of Ethics and conduct attached to this agreement.
- Abide by any special conditions related to the programme, notified to them by the WINTOUR Consortium.
- Actively participate in the Quality Assessment of the WINTOUR programme.

## 5. Examinations and grading system

Examinations for each subject will be used to evaluate student achievement on the WINTOUR Master course. The form of examination will be specified in each of the module descriptions and may be adapted for students with special needs. Examinations take place in the sessions organized by the local partner institution, in accordance with the rules of their institution, and may consist of several partial examinations and or a final examinations at the end of each subject/semester.

In general, WINTOUR examinations may take the form of:

- TESTS: oral/written, multiple choice or practical questions.
- PRESENTATIONS / EXPOSITIONS
- SEMINARS or PRACTICALS: problem solving, exercises, forums of discussion, laboratory practicals or field visits.

WINTOUR students must successfully pass subject examinations to complete each of the Master's subjects. Students will be ranked according to the score given for each course examination. Students will also be awarded an overall master's grade. The marks are specified using the grading system of

the host university and the grading system of the WINTOUR Master's Programme via the translation table shown below.

Grades	ECTS/ Wintour	Spain	France	Portugal
<b>Excellent</b>	A	9 - 10	18 - 20	18 - 20
<b>Very Good</b>	B	8 – 8.9	16 - 17	16 - 17
<b>Good</b>	C	7 - 7.9	14 - 15	14 - 15
<b>Satisfactory</b>	D	6 – 6.9	12 - 13	12 - 13
<b>Pass</b>	E	5 – 5.9	10 - 11	10 - 11
<b>Fail</b>	F	0 – 4.9	0 - 9	0 - 9

The Coordinating Institution (URV) will keep record of all the students' transcripts and will forward the students' results to each partner institution at the end of each academic year. Students will get two attempts to pass a course examination. If a student fail the two attempts of a test, registration for further examinations may incur additional costs that will be charged to the student, even in case of students awarded with an Erasmus+ scholarship.

The WINTOUR Consortium has established that students must pass at least 48 ECTS of year 1 to access the year 2 of the WINTOUR programme.

## FINANCIAL ISSUES

### 6. WINTOUR participation fees

The participation fees for the EMJMD WINTOUR are:

- Partner country students: €9,000 / year (€18,000 for the whole Master's Programme)
- Programme country students: €4,500 / year (€9,000 for the whole Master's Programme)

Fees include:

- Registration in the three host institutions, including academic resources and services of the three universities.
- Local language courses (during the first 3 semesters of teaching).
- Issuance of Diplomas and transcript after completion of the master.
- Other administrative costs.
- Other expenses such as welcome week, graduation ceremony, or part of the expenses derived from the participation in field trips and study visits.
- Full insurance coverage in line with the minimum requirements established by the European, Audiovisual and Cultural Executive Agency (available here: [https://eacea.ec.europa.eu/sites/eacea-site/files/documents/2c\\_guidelines-for-insurance.pdf](https://eacea.ec.europa.eu/sites/eacea-site/files/documents/2c_guidelines-for-insurance.pdf)).

Fees do not include:

- Living expenses
- Transportation costs to and within Europe
- Translations or other bureaucratic services required.

## 7. Financial conditions for EMJMD scholarship holders

The EMJMD student scholarship is considered a full scholarship, which covers most of the expenses students incur throughout the 2-year duration of the WINTOUR master. Details on the scholarship amounts and conditions are as follows:

<b>Contribution to participation costs</b>	4500 EUR per year for Programme Country scholarship holders (9000 EUR in total)  9000 EUR per year for Partner Country scholarship holders (18000 EUR in total)
<b>Contribution to travel and installation costs</b>	1000 EUR per year for travel costs for scholarship holders residents* in a Programme Country.  2000 EUR per year for travel costs + 1000 EUR for installation costs for scholarship holders residents* of a Partner Country whose location is situated at less than 4000 km from the EMJMD coordinating institution (URV).  3000 EUR per year for travel costs + 1000 EUR for installation costs for scholarship holders residents* of a Partner Country whose location is situated at 4000 km or more from the EMJMD coordinating institution (URV).  <b>*Takes into consideration the residence criterion at the moment of application for the scholarship.</b>
<b>Subsistence costs</b>	1000 EUR per month for the entire duration of the EMJMD study programme (up to 24 months).  Contribution to subsistence costs will not be given to the scholarship holders for the EMJMD (study/research/placement/thesis preparation) periods spent in their country of residence* and in months with no academic activity (e.g. August).  Partner country nationals are only allowed to receive a maximum of 3 months of subsistence allowance for the EMJMD (study/research/placement/thesis preparation) periods spent in any Partner Country.  <b>*Takes into consideration the residence criterion at the moment of application for the scholarship.</b>

### Conditions

- Scholarship holders spending part of the course in their country of residence (for study, research, placement or thesis preparation periods) are not entitled to benefit from the monthly subsistence allowance for this period.
- The monthly subsistence allowance is not given to scholarship holders from a Partner Country for study, research, placement or thesis preparation periods exceeding three months spent in any Partner Country.
- The monthly subsistence allowance will not be paid to students in the months when there is not academic activity of the WINTOUR programme (i.e. August).

- EMJMD scholarship holders may receive additional funding for study/research activities as long as these are not from other EU funding sources/programmes.
- EMJMD scholarship holders may have a remunerated work outside the scholarship activities provided that the scholarship holder can dedicate the necessary time and efforts to the WINTOUR mandatory activities in order to successfully complete the entire study programme within the 2-year study duration.
- In case of **no-shows** (the scholarship holder that accepted the scholarship but for whatever reasons does not start the study programme without having informed the consortium in advance) or **cancellations** (the scholarship holder that accepted the scholarship and started the course, decides to cancel his/her participation in the master for whatever reasons), the WINTOUR Consortium will automatically stop all payments corresponding to travel, installation and subsistence costs. Any payments unduly received by the students must be returned to the WINTOUR Consortium.

### Payment arrangements

The payment of the abovementioned EMJMD scholarship amounts requires that students open a bank account in Spain and keep it active for the whole duration of the masters. Students may begin the process in a bank of their choice before the masters' official starting date, either in a bank office in Tarragona (e.g. EVO Banco, Banco Santander, BBVA, Caixabank, etc.) or contacting online banking offers (like ING).

- *Participation costs* are charged directly by the WINTOUR Consortium to the individual student scholarship from EACEA's funds.
- The other contributions are transferred to the students' Spanish bank account.
  - Contribution to *travel costs and installation costs*: travel and installation amount for year 1 upon arrival at URV (as soon as the bank account is open and registered at the URV's administration system), and travel amount for year 2 upon beginning of the third semester.
  - Contribution to *subsistence costs*: paid on a monthly basis and up to a maximum of 24 months (see conditions below). The transfers will be activated as soon as the bank account is open and registered at the URV's administration system.

### 8. Financial conditions for self-funded students

It is self-funded students' responsibility to make sure that their yearly participation fees are paid to the WINTOUR Consortium by bank transfer and following the consortium regulations and procedures on these matters. The Consortium allows the students to formalize the payment in 5 installments: one at the time of accepting the place (500 EUR), and two more each academic year in September and January. The specific amounts are notified to the students at the time of being admitted (admission letter).

These students are bound by the Consortium's regulations on the payment of fees, and the consequences of non-payment. If the fees due to the WINTOUR Consortium remain unpaid 28 days after the date they are due, the Consortium shall be entitled to take legal action to recover the debt and/or take any or all of the following steps:

- exclude you from the program and end this Agreement, in which case the provisions of Conditions 13 and 14 will take effect;
- withhold from you any award or qualification which would otherwise have been made to you, suspend further performance of its obligations under this Agreement and/or to refuse to allow you to proceed to any further stage of the program, until all outstanding amounts have been paid, or arrangements for payment have been established which the Consortium considers satisfactory.

### Conditions

- WINTOUR self-funded students may apply for and receive funding that facilitates them the partial or total covering of costs incurred throughout the entire course.
- WINTOUR self-funded students may have a remunerated work outside the WINTOUR activities provided that the student can dedicate the necessary time and efforts to the WINTOUR mandatory activities in order to successfully complete the entire study programme within the 2-year study duration.
- The first payment of EUR 500 for a place reservation in the WINTOUR programme **will not be refunded, even in case of not registering to the master course.**
- If payments are not made before the due date established, students' registration to the master will be temporarily suspended, even without sending a notification to them. In order to rectify the situation, students must apply for the activation of the registration to the WINTOUR Secretariat (master.wintour@urv.cat) and pay the remaining bills with an increase that will be informed when those circumstances occur.
- Participation fees (from payment 2 to 5) might be partly refunded if the student cancels the registration before the start of each course due to illness or if they have justified cause. The student has to apply for a refund at the WINTOUR Secretariat. The WINTOUR Executive Committee has to decide the level of refund within the following month. The refund takes into consideration the presence of the student within the program and is implemented in accordance with the rules of the different partner universities conforming the WINTOUR Consortium.

In the case that students do not pass any of the programme subjects and must repeat it in the following year, this may cause an increase in the registration fees to be paid in the following year according to regulations of the participant universities.

## ADMINISTRATIVE MATTERS

### 9. Academic rules and regulations

You must comply with all relevant regulations relating to the programme, as amended from time to time. They include the following:

- relevant statutes, ordinances and regulations, as set out in the Consortium Universities Statutes, Ordinances, Regulations and Official Record;
- faculty rules on academic progress and the consequences of poor academic performance;
- regulations on suspension or extension of studies;
- examination regulations;
- health and safety regulations relating to the programme;
- codes of practice on research conduct and misconduct;
- the Universities' intellectual property policy;
- any relevant third party requirements;
- all codes, rules and regulations of any other relevant organisation or university, if attendance is required as part of the programme.

### 10. Other rules and regulations

You must comply with all other relevant rules and regulations of the Consortium Universities, which are amended from time to time. They include the following:

- health and safety regulations;
- student code of ethics and conduct (which include the Consortium right to suspend or exclude a student in exceptional circumstances on disciplinary grounds);
- computing regulations;
- regulations on investigation of computers;
- library regulations;
- regulations on equal opportunities, discrimination, bullying and harassment and dignity at work and study;
- data protection information for students and data protection guidelines;
- provisions relating to confidential information;
- regulations on freedom of speech;
- regulations concerning students with mental health problems;
- public interest disclosure policy (whistleblowing);
- grievance and complaints procedures;
- use of student ID/library/swipe cards.

## 11. WINTOUR Consortium Universities' liabilities

The WINTOUR Consortium Universities cannot accept responsibility, and expressly excludes liability, for:

- any loss or damage to your property, including damage to any motor vehicle or cycle, while on the Universities premises, unless caused by the negligence of the Universities or their employees;
- death or any personal injury suffered by you, unless caused by the negligence of the Universities or their employees.

Although the Consortium Universities will try to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you use such computer equipment and software provided by the Universities at your own risk. The Universities shall not be liable for loss or damage suffered by you as a result of the use of any computer equipment or software provided or made available by the Universities, including any contamination of software or loss of files.

## 12. Termination of Agreement

This Agreement will end automatically, subject to your rights of internal appeal, if your studies with the WINTOUR Consortium are terminated as a result of:

- action taken against you in accordance with the WINTOUR Consortium Universities disciplinary procedures or as a consequence of violating the WINTOUR Code of Ethics and Conduct;
- a decision of the WINTOUR Academic Committee, based on your academic performance;
- non-payment of fees, in accordance with the WINTOUR Consortium regulations on payment of fees.

If you are expelled or dismissed from any university or other organisation which you are required to attend or be a member of as part of the programme, the WINTOUR Consortium may end this Agreement immediately by written notice to you.

In addition, the Consortium may end this Agreement by written notice to you in the following circumstances:

- if, between accepting an offer and starting the programme, there is a change in your circumstances which, in the reasonable opinion of the WINTOUR Consortium, makes it inappropriate for you to study on the programme;
- if the Consortium becomes aware of information about you which it did not know before (for example, unspent criminal convictions) which, in the reasonable opinion of the Consortium, makes it inappropriate for you to study on the programme;
- if, in the reasonable opinion of the WINTOUR Consortium, you have failed to provide the Consortium with all relevant information, or have supplied false or misleading information, relating to your application for the programme.

### 13. Requirements on termination of this Agreement

If at any time this Agreement terminates:

- the WINTOUR Consortium shall be entitled to refuse to enrol you on the programme (if, at the date of termination, you have not already enrolled);
- the WINTOUR Consortium shall be entitled to require you to stop studying on the programme and to leave the University immediately (if, at the date of termination, you have enrolled);
- you are required to return to the Universities faculty offices the Student Identification Cards issued to you on enrolment, together with all property owned by the Universities;
- you must pay all outstanding fees immediately;

Any action taken by the WINTOUR Consortium under the above provisions will not restrict its ability to take other action against you to which it may be entitled. Provided the action taken to terminate the Agreement is in accordance with these conditions or the Consortium procedures, the Consortium will not be liable for any loss or damage which you may suffer as a result.

### 14. Notices

Any notice made under this Agreement shall be in writing. Letters will be addressed to you at your term time or home address as appropriate, at the last address you gave to the Consortium. A scanned copy of letters may also be given to the last email address you gave to the WINTOUR Secretariat.

### 15. General

If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

Neither you nor the WINTOUR Consortium shall be liable to each other for any failure or delay in performing obligations, if the failure or delay is due to any cause beyond that party's reasonable control, for example fire, flood or industrial dispute.

### 16. Law and jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of Spain, France and Portugal and the parties agree to submit to the jurisdiction of the corresponding courts.

Student signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Students Code of Ethics and Conduct

Students enrolled in the WINTOUR programme are expected to maintain the highest standards of integrity and ethical principles. This Code provides a frame of reference for the ethical behaviour of WINTOUR students in the classrooms, on campus or while participating in any activity involving the name of WINTOUR.

The WINTOUR Consortium fosters an atmosphere of high integrity by maintaining an on-going dedication to honesty and responsibility. Any act of lying, cheating, plagiarism, deliberate misrepresentation, theft, misappropriation of the Universities' resources, scientific fraud, dishonesty, discrimination of individuals or ill use of other human beings is a blatant violation of this Code and will be treated as such.

### Academic pursuits

The WINTOUR student is expected to present his or her academic products honestly and fairly. The student will not knowingly use any dishonest method to gain unfair advantage over other students in academic pursuits, especially through, but not limited to: (a) giving or receiving any unauthorized aid on an assignment or exam, including working in groups on any assignment that has been designated as individual by the professor; (b) misrepresenting the originality of one's work (plagiarism), particularly through failing to reference the contributions of another, except as permitted by the instructor; or (c) submitting substantially the same work for credit in more than one class, except with prior approval of the instructor.

### Institutional behaviour

The WINTOUR student is expected to represent himself or herself honestly in all oral or written statements. The student will not knowingly misrepresent any material fact to other students, faculty, staff, prospective employer or anyone else while representing himself or herself as a member of the WINTOUR community, especially through, but not limited to: (a) lying to prospective employers, either directly through oral or written statements or indirectly through misrepresentation of background in resume; (b) misrepresenting any material fact on the WINTOUR application, financial aid form, or other official document; or (c) lying to a fellow student, a faculty member or an administrator in order to gain preferential treatment.

### Social behaviour

WINTOUR students are expected to behave themselves in a caring and civil manner at all times and never harass, mistreat, belittle, harm or take unfair advantage of anyone. Any physical, verbal or psychological attempt to abuse or actual abuse of others is considered a violation of the Code and will be treated accordingly.

WINTOUR nurtures an environment of mutual respect and tolerance. The members of the WINTOUR community treat everyone with respect and dignity and speak out against hatred and bigotry whenever and wherever they are found. WINTOUR students as all member of the WINTOUR community are expected to respect for the rights of others, tolerance of expressed differences in views, openness to accept and engage others, and a conviction to celebrate and encourage diversity.

### Property

As responsible citizens, students are expected to respect the WINTOUR Consortium Universities' property. Any attempt to intentionally cause damage or destruction to Universities' property or any property within the Universities campuses, will be treated as violation of this Code. The student will not misuse or misappropriate the materials, data or other property of another, especially through, but not limited to: (a) accessing, removing or destroying any information, materials, or other property from another student's or student organizations, premises, locker, computer files, or mail folder without prior permission; (b) accessing or removing without prior permission, or hiding or destroying any corporate record, files, job postings, or academic materials from the libraries or any other administrative office; (c) divulging proprietary or confidentially provided information obtained for class assignments; or (d) utilizing for commercial gain any material, systems, websites, or software provided to or by WINTOUR specifically and restrictively for educational purposes without prior permission of the provider.

### Reporting

The WINTOUR community members are expected to report any violation of this Code to the WINTOUR General Coordinator or the WINTOUR secretariat. The complaint will be processed with the adequate confidentiality and promptly dealt with by the WINTOUR Academic Committee who will implement the corresponding measures in each case.