

**Agreement concerning an interuniversity programme Master of Nuclear
Engineering organised within the Framework of the Belgian Nuclear Higher
Education Network (BNEN)**

This Agreement is made between

1. Vrije Universiteit Brussel, VUB,
represented by Prof. Dr. B. Van Camp, Rector
2. Universiteit Gent, UGent,
represented by Prof. Dr. A. De Leenheer, Rector
3. Katholieke Universiteit Leuven, K.U.Leuven,
represented by Prof. Dr. Ir. A. Oosterlinck, Rector
4. Université de Liège, ULg,
represented by Prof. Dr. Ir. W. Legros, Rector
5. Université Catholique de Louvain, UCL,
represented by Prof. Dr. B. Coulie, Rector

and in collaboration with:

Studiecentrum voor Kernenergie/Centre d'Etude de l'Energie Nucléaire, SCK CEN, a public utility centre, whose registered office is situated at Herrmann Debrouxlaan 40-42, B-1160 Brussels, Belgium and laboratories at Boeretang 200, B-2400 Mol, represented for the purpose of the signature of this Agreement by Mr. Paul GOVAERTS, General Manager and Prof. Frank DECONINCK, Chairman of the Board of Governors.

It replaces the agreement of 2002 from 2004-2005 onwards.

The partners 1-5 are further called "the Universities". The universities and the SCK CEN are called Consortium BNEN and partners of BNEN. Further on they will be referred to as "partners".

Whereas

- the partners are aware that on the European level and in view of the European Research Area a problem exists to keep up the expertise in the nuclear field and that the many efforts from the European Commission and the international agencies, such as the OECD/Nuclear Energy Agency (NEA), to obtain international collaborative programmes in nuclear science, have to be supported in Belgium;
- in 2000, contacts with European colleagues have resulted in the creation of ENEN, the European Nuclear Energy Education Network and a project has been accepted in the 5th Framework Programme of the European Commission, with the SCK CEN as co-ordinator of this project;
- in parallel with the creation of ENEN, professors of the two Belgian Communities have discussed with delegates of the nuclear energy sector and SCK CEN, the interest

and the kind of support that the sector could offer for merging the two post-graduate programmes, presently existing in both Communities, into a single programme, taught in English by the Belgian universities in collaboration with SCK CEN.

- the partners have met several times exploring the joint programme on nuclear science and technology, named “the Belgian Nuclear Higher Education Network – BNEN”, and now therefore, the partners hereby agree as follows.

In view of:

- the Decree of June 12th 1991 concerning the Universities of the Flemish Community, amendments included, and particularly of the possibilities of interuniversity co-operation such as stated in article 125 of this Decree;
- the Decree of the French Community of September 5th 1994 concerning University Education and Academic Degrees, amendments included, and particularly of the possibilities of interuniversity co-operation such as stated in article 20 of this Decree;
- the Decree of April 4th 2003 concerning the reform of Higher Education in the Flemish Community;
- the Decree of the French Community of February 23 2004 concerning the definition of higher education and its integration in the European higher education system.

Article 1 Scope

The partners agree to set up as the Consortium BNEN an interuniversity Master of “Nuclear Engineering”, taught in English.

In English it will be called the study programme of “Master of Nuclear Engineering” and as soon as Flemish law gives authorisation “Master of Science in Nuclear Engineering”.

It pertains to the study domain of “Engineering”, corresponding to “Toegepaste wetenschappen” and “Sciences appliquées” such as defined in the above mentioned decrees of respectively the Flemish and the French Community, and covers 1 year of study (60 ECTS).

After successful completion of the programme the academic degree of “Master of Nuclear Engineering” and “Diplomé d’études spécialisées en Génie Nucléaire” will be awarded respectively by the participating universities of the Flemish and of the French Communities, the academic degree of “Master of Nuclear Engineering” is awarded, and as soon as Flemish law gives authorisation “Master of Science in Nuclear Engineering”.

Article 2 Admission Criteria

This programme will be open for students:

1. On the basis of their diploma: holders of the degree of:
 - “Burgerlijk ingenieur” and “Bio-ingenieur” from the Flemish Community
 - “Ingénieur civil” and “Bio-Ingénieur” from the French Community
 - “Burgerlijk ingenieur polytechnicus” from the “Koninklijke Militaire School” at Brussels
 - “Ingénieur civil polytechnique” from the “Ecole Royale Militaire” at Brussels
2. On the basis of a decision taken by the teaching committee based on the evaluation of previous studies and experiences of the candidates: candidates holding an other higher education degree of the second cycle of a university or a diploma of the second cycle of a non-university higher education from the Flemish or the French community (i.e. Licentiaat Wetenschappen, Licencié en Sciences, Industriël Ingenieur, Ingénieur Industriel, ...).
3. Candidates holding a foreign degree of higher education can be admitted within the limits stipulated by the above mentioned Decrees, after evaluation and approval of the Teaching Committee and with observance of the procedural rules of the respective participating universities.

As soon as possible the partners will define which holders of degrees established under the decrees of 2003 and 2004 will be able to enter the programme.

Article 3 Responsibilities

- 3.1. Students can enrol at each of the participating universities.
- 3.2. In the implementation of the programme mentioned in article 1, the Universities, assisted herein by SCK CEN, shall commit themselves to the study programme as outlined in Annex 1. This programme can only be changed or adapted by mutual agreement and laid down in a revised Annex 1, to be signed by all partners. If a change of the study programme is required, the interuniversity Steering Committee, such as defined in article 4, will take the initiative to organise timely interuniversity consultation, in order to be able to submit the proposal of the altered study programme for approval, to the respective university authorities before February 1st of the year preceding the academic year concerned. On behalf of the Flemish universities the K.U.Leuven will assume the task of coordination of the quality assurance and accreditation.
- 3.3. The individual Universities will assume responsibility, for all students they register for the interuniversity programme and will deliver to these students, on the condition of successful completion of this programme, the degrees stated in article 1. The diploma will be signed by the Rector of the university delivering it, and will mention the name of the other participating Universities.

3.4. The registration fee for this programme is the official registration fee of the respective universities.

3.5. All teaching assignments with regard to the different subjects of the interuniversity study programme as outlined in Annex 1, will be assigned to members of the academic staff or to guest professors of a participating university appointed by their institution, under the mandatory advice of the Steering Committee. If necessary, they can, also on the advice of the Steering Committee, be assigned to persons not yet pertaining to the academic staff of one of the participating universities, provided that one of the participating universities commits itself to appoint or nominate this person within one of the categories of academic staff with teaching qualifications according to the university Decree it comes under, and in accordance with its own procedural rules.

3.6. The students are subject to the examination regulation valid at the university where they have enrolled. The rules for awarding credits and for successful completion of the programme are decided by the Teaching Committee and communicated to the universities and the students.

3.7. The SCK CEN shall provide facilities, office equipment as well as supplies and materials required for the completion of the interuniversity programme.

3.8. The SCK CEN shall nominate one co-ordinator of the Consortium BNEN who will interface with the Steering Committee, with the Universities, the professors and the students.

3.9. The partners commit themselves not to duplicate this interuniversity programme at the Master's level.

Article 4 Steering Committee

The management of the interuniversity programme shall be vested in a Steering Committee (SC) constituted under this Article. This Steering Committee also includes a "Teaching Committee".

4.1. As a general rule SC shall consist of one delegate of each partner of the consortium. A delegate can be replaced by one proxy. Each partner shall inform in writing the other partners of the delegate it nominates as member of the SC and his or her proxy. Each partner is free to replace its delegate or his or her proxy on the condition to inform the other partners in writing about the newly nominated delegate of his or her proxy.

4.2. The university members of the Steering Committee form the "Teaching Committee". They shall:

- 1) Agree on the acceptance of the students, the exams and the jury conditions.
- 2) Look after the contents of the study programme determined in article 1 and if a change in study programme is required, start the procedure called for as outlined in article 3, item 3.2.

4.3. The Steering Committee shall:

- 1) Manage the inter university programme and draft and agree on internal rules of the Consortium BNEN.
- 2) Review the objectives and tasks laid down in the Agreement and give general direction to the co-ordinator appointed by SCK CEN.
- 3) Strive for external funding and sponsoring and decide on the redistribution of such funds received, taking into account specific costs that have to be covered, and possible retains of the receiving Party.

4.4. The SC shall meet as a matter of principle at least twice a year. The meetings will be convened by the Chairman. A special meeting will be held within a reasonable time after receiving a written request from a minimum of three members of the SC or from the co-ordinator.

4.5. Each member of the SC can bring one observing non-voting person (e.g. experts, ...) to the SC meetings, unless decided otherwise by the SC.

4.6. The SC shall operate and reach its decisions to the greatest extent possible by unanimous agreement. However when a formal vote is requested by a member or is part of the rules, each member shall have one vote. Voting will be organised by the Chairman and decisions of the SC will be adopted by a two-thirds majority of the votes cast, the quorum being 50% of all the members. This rule holds also as a voting rule of the Teaching Committee.

4.7. The SC elect every two years, by formal and secret votes, a Chairman and a Vice-Chairman. Election and re-election will only be accepted if obtained by four of the five university delegates.

4.8. The working language of the SC is the English language.

Article 5 Costs and financing

5.1. The partners agree that the co-operation under this "Agreement" will be carried out without exchange of finances except as foreseen for the redistribution of the external funding. The customary registration fees as well as the subsidy paid by the Flemish and the French Departments of Education to the universities within the framework of output subsidy (subsidy per student graduated) remain at the disposal of the respective university. Redistribution of the subsidy of the French Community between the universities of the French Community will take place as usual and proportional to their effective participation to the programme by these universities.

5.2. Operational costs, including travel costs of the teaching personnel, and advertising will be covered by external funds if available.

5.3. SCK CEN shall be entitled to money obtained from external funding and sponsoring, after deliberation and decision of the Steering Committee, provided the funding agency agrees.

Article 6 Liabilities, Insurance and Social Security

6.1. Each partner shall be solely liable for any loss incurred by, or damage or injury to, third partners, resulting from its own actions in the execution of this Agreement. The individual Universities will assume responsibility also as to the requirements of insurance for all students they register for the university programme.

6.2. Each partner shall be fully responsible for the performance of any part of its share of the Agreement and for the requirements of Insurance and Social Security for its personnel, involved herein.

6.3. With respect to any injury to any person or any damage to any property of any person occurring at any establishment of any of the partners in the course or arising out of the execution of this Agreement, the partner at whose establishment the injury or damage occurs, shall be solely responsible for the payment of compensation to such extent as this partner shall be under a legal liability in respect of such injury or damage. This article shall not apply with respect to any such injury or damage, the causing of which is attributable to any act of a servant or agent of any of the partners, committed with the intention of causing harm to any person or property or with reckless disregard for the consequences of his act.

Article 7 No Partnership or Agency

Nothing in this Agreement shall be deemed to create a partnership or agency between the partners of BNEN.

Article 8 Entry into force and termination

8.1. This Agreement shall come into force from 2004-2005 onwards and shall continue for an undefined period.

8.2. Subject to notice before 31 December given by registered letter to the Steering Committee, each partner may terminate the Agreement from the next academic year on, without prejudice to any obligation incurred before the day of termination.

Article 9 Applicable law and Competent Court

This Agreement shall in all respect be construed and operate as an Agreement made in Belgium and in compliance with Belgian law.

In particular shall this Agreement be governed by all laws and regulations applicable to University courses, in the Belgian Communities.

The settlement of any difference or conflict arising from or in connection with this Agreement shall be attempted by an amicable effort from the partners.

Only the Courts of Brussels are competent to decide on the disputes which remain unresolved.

Article 10 Language

This Agreement is made in English, which language shall govern all documents, notices and meetings relating to this Agreement.

Article 11 Annexes

This BNEN agreement contains four annexes

Annex 1: Courses of the interuniversity programme in Nuclear Engineering

Annex 2: Details share of teaching responsibilities

Annex 3: Common Academic Calendar

Annex 4: Description of the courses

Approved by

Prof. Dr. B. Van Camp,
Rector VUB
date:

Prof. Dr. A. De Leenheer,
Rector UGent
date:

Prof. Dr. ir. A. Oosterlinck,
Rector K.U.Leuven
date:

Prof. Dr. ir. W. Legros,
Rector Ulg,
date:

Prof. Dr. ir. B. Coulie,
Rector UCL,
date:

And for SCK CEN
Mr. Paul Govaerts
General Manager
date:

Prof. Frank Deconinck
Chairman of the Board of Governors
date: