## Partnership agreement governing

## the joint supervision and awarding of a doctorate

## between Ghent University and [name partner institution]

**Between**

**Ghent University**, a public institution with legal personality, duly organized and existing under the Special (Flemish) decree of 26 June 1991 on Ghent University and the University Centre of Antwerp (Belgian Official Gazette of 29 June 1991), as amended afterwards, having its registered office in Sint-Pietersnieuwstraat 25, 9000 Gent (Belgium), with company registration number 0248.015.142, represented by Prof. Dr. Rik Van de Walle, Rector, by delegation pursuant to the Board of Governors' decision of July 3, 2015, who entrusts the execution of the present agreement to Prof. Dr. [DEAN of the concerned faculty] (Dean of the Faculty xxx) and Prof. Dr. [the administrative supervisor responsible] (Supervisor), hereafter referred to as “**UGent**”

**and**

**[name partner institution]**, a public institution with legal personality, duly organized and existing under …, having its registered office at [street number, postal code city (country)], with company registration number [number], represented by [title(s)] [first name] [last name], [position], by delegation pursuant to [please complete], who entrusts the execution of the present agreement to Prof. Dr. [position] and Prof. Dr. [position] (Supervisor), hereafter referred to as “**[abbreviation]**”

jointly referred to as ‘the ***partner institutions***’

**and**

**Mr/Mrs [insert name PhD candidate]**, born in [place of birth (city, country) on [Date of birth], and resident in [street number, postal code city (country)] with the following email address: [email address], hereinafter referred to as ‘the ***PhD candidate***’,

in which the aforementioned parties are jointly referred to as ‘***the parties’***,

**and in due observance of the following:**

* the Codex Higher Education dated October 11th 2013, ratified by the Decree dated December 20th 2013;
* the Flemish Government’s decision of December 12th 2014 establishing the form of the higher education diploma and the content of the accompanying diploma supplement;
* the decision of the Executive Board of Ghent University pertaining to Partnership agreements governing the joint supervision and awarding of a doctorate diploma of [date TBA];
* the UGent examination regulations and supplementary regulations of the Faculty of [complete] of the academic year in which the doctorate is defended (see [add link]);
* the [regulations of the partner institution];

**the following has been agreed**:

**Article 1. – Joint supervision and the award of a doctoral degree**

The partner institutions hereby agree that they assume joint responsibility for the supervision of the PhD candidate’s doctoral research, the organisation of the doctoral examination and the award of the doctoral degree.

**Article 2. – Supervision of the PhD candidate**

The PhD candidate shall be supervised by the following supervisors:

- At UGent:

* + Name:Prof. Dr. [first name] [last name]
  + Faculty or Department:
  + Position:
  + Email address:
* At [abbreviation partner institution]:
  + Name:[title(s)] [first name] [last name]
  + Faculty or Department:
  + Position:
  + Email address:

The above-mentioned PhD supervisors undertake to fully assume their responsibilities as the PhD candidate’s supervisors, which includes consulting each other whenever they deem it necessary so as to be able to assess the progress being made in the research project.

**Article 3. – Responsibilities and communication**

Both partner institutions keep each other informed about the progress of the doctoral research. In particular, they inform each other, as soon as possible and at the latest 6 weeks before the joint doctoral examination (see art. 16), about the following: the completion of the doctoral training programme if applicable (see art. 6), the admission given by each institution to take the doctoral examination (see art. 14) and the approval by each institution of the composition of the joint examination board (see art. 15). Each partner institution appoints an office/department responsible for this communication:

- At UGent:

• Office/Department: …

• (General) email address: …

­ At [abbreviation partner institution]:

• Office/Department: …

• (General) email address: …

**Article 4. – Admission to the doctorate – Doctoral thesis subject**

The PhD candidate has been admitted to the doctorate by the partner institutions involved:

* At UGent
  + admitted to the doctorate in [official name of the doctorate]
  + on the following date: [date Faculty Board or date Letter of Admission for international applicants]
* At [abbreviation partner institution]
  + admitted to the doctorate in [official name of the doctorate at the partner institution]
  + on the following date:

The subject of the doctoral thesis is:

**Article 5. – Enrolment, tuition fee and bench fee**

The PhD candidate re-enrols at each of the partner institutions each academic year. S/he pays the tuition fee charged for the doctorate at each partner institution.

In addition to the tuition fee, UGent charges an annual bench fee of €[insert amount]. The bench fee is due according to the number of months that the PhD candidate effectively conducts research at UGent and covers specific extra costs associated with the research (purchase special equipment, attend field courses, specialist laboratory work,…).

**Article 6. – Doctoral training programme**

*[This article is only valid if a compulsory doctoral training programme is applicable for the PhD candidate]*

The PhD candidate must complete the compulsory doctoral training programme of [abbreviation partner institution A] and will be exempt from completing a doctoral training programme in [abbreviation partner institution B], unless otherwise agreed upon in this agreement.

*(Additional requirements can be inserted here, if applicable.)*

The PhD candidate will, in any case, be entitled to participate in the doctoral training programme at both partner institutions according to the relevant regulations.

**Article 7. – Residence and time schedule for the research periods**

The PhD candidate shall spend alternate or consecutive research periods at the partner institutions. The time schedule for these research periods is to be determined by the supervisors and the PhD candidate in joint consultation:

period from [date] to [date]: [abbreviation partner institution A]

period from [date] to [date]: [abbreviation partner institution B]

period from [date] to [date]: [abbreviation partner institution A]

period from [date] to [date]: [abbreviation partner institution B]

[complete or delete periods if necessary]

The supervisors ensure that the PhD candidate follows the agreed time schedule and that s/he conducts research at each of the partner institutions for at least 6 months.

**Article 8. – Financial provisions**

There will be no financial settlements between the partner institutions, except in case of specific other agreement between the partner institutions.

**Article 9. – Insurance cover**

The PhD candidate commits him/herself to taking out health insurance, insurance against accidental physical damage and civil liability during the execution of the tasks concerning his/her doctoral research at the partner institutions, in accordance with the institutional and national regulations that apply in the partner institutions involved.

**Article 10. – Protection of the research results and intellectual property rights**

Nothing in this agreement shall affect the ownership of each party in and to its Background and relating intellectual property rights existing prior to this agreement or generated outside the doctoral research project.

‘Background’ shall mean information, techniques, know-how, software and materials – regardless of its form or medium – including all relating intellectual property rights, which are provided by a party prior to or after the date of this agreement, to be used in the performance of the doctoral research.

The research results created by the PhD candidate during a period of residence at one of the partner institutions exclusively with the means and support of that partner institution will be the exclusive property of that partner institution.

The research results shall be jointly owned by both partner institutions if all parties have contributed to the creation of the research results and if the features of the results are such that it is not possible to separate them. If necessary the joint owners can agree on protection measures and the exploitation of the jointly owned results in a separate agreement.

The research results that arise from the doctoral research, including their publication and exploitation, are protected within the valid regulations in each country and each partner institution.

All registered IP-rights (e.g. patents) related to Results shall be notified without delay in writing to the tech transfer office of each Partner Institution.

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| --- | --- |
| For UGent:  UGent TechTransfer  T.a.v. IP Department  p/a St.-Pietersnieuwstraat 25  9000 Gent  Belgium  Tel: 09 264 78 83  [octrooien@ugent.be](mailto:octrooien@ugent.be) | For partner institution :  NAME + FUNCTION ADDRESS LINE 1 ADDRESS LINE 2 ADDRESS LINE 3 ADDRESS LINE 4 |

Each Partner Institution shall have the worldwide, non-exclusive, non-transferable, non-sub licensable, fully paid-up right to use all research results for further internal non-commercial research and education purposes.

For the avoidance of doubt, the provisions described above shall not affect the copyright established by the PhD candidate in the course of conducting the doctoral research project which is subject to the Regulations Concerning the Copyright of Doctoral Dissertations at each Partner Institution.

**Article 11. – Confidentiality**

Each party agrees not to disclose to any third party any information disclosed to it under this agreement and marked by the disclosing party as confidential or stated in writing to be confidential. This obligation shall remain in force for a period of five years from the date of disclosure or from the termination date of this agreement, whichever is longer.

The above obligations of confidentiality, shall not apply to information which i) was in the possession of the recipient prior to initial receipt hereunder, ii) is now or becomes later generally available to the public without breach of this agreement, iii) is received without restrictions on its use or secrecy from a third party having the right to disclose such information, iv) the disclosing party gives the receiving party written permission to publish or use, v) the receiving party develops independently of any disclosure hereunder, or vi) is required to be disclosed by law.

**Article 12. – Publications**

Each publication or presentation (including the doctoral thesis) concerning the results of the doctoral research project shall be submitted to the other partner institution(s) for review, at least thirty calendar days prior to submission of the publication or presentation. The other partner institution(s) shall have the right during this period of thirty days to review the proposed publication or presentation and to make suggestions to: (i) delete confidential information disclosed by such partner institution to the other, and/or (ii) reasonably delay the publication in order to obtain protection of the results. Such reasonable delays shall not exceed three months from the date of receipt of the proposed publication. In the absence of comments within such period , the publication or presentation shall be deemed permitted.

Each partner institution undertakes to cooperate to allow the timely submission, examination, publication and defence of any thesis for a degree. In any event, such publication and defence may not be delayed for a period of more than six months without prejudice to obligations of confidentiality.

Publications should refer to the partner institutions' cooperation and, at either partner institution's request, should name said partner institution's staff members involved in deriving the results, subject to the generally accepted authorship guidelines for scientific publications.

**Article 13. – Doctoral thesis**

The single doctoral thesis is written in [language].

A summary of the doctoral thesis is provided in English and Dutch [and if necessary in an additional language].

For the production of the doctoral thesis, the lay-out prescriptions of the [name partner institution] will be handled. At a minimum, the logos of both partner institutions are to be clearly visible on the front page of the thesis.

**Article 14. – Admission to the joint doctoral examination**

Each partner institution checks if the PhD candidate has fulfilled all the requirements (number of publications, completion of the doctoral training programme if applicable,...) before giving admission to the doctoral examination. Only if there is admission from both partner institutions the joint doctoral examination can be planned and organized.

The joint doctoral examination consists at least in a public defence of the doctoral thesis before a joint examination board (see art. 16). If applicable, a first part of the examination can be organized prior to the public defence.

In case that one or both partner institutions give admission for the doctoral examination and the other one doesn’t, the joint supervision scheme as well as this agreement will be terminated, with immediate effect.

**Article 15. – Joint examination board**

The Joint Examination Board for the joint doctoral examination (i.e. the first part of the doctoral examination if any, and the public defence) is composed taking into consideration the regulations of both partner institutions.

In the event of conflicting stipulations concerning the composition and/or duties of the Joint Examination Board, the regulations of the partner institution where the public defence will take place, as set in Article 16, shall take precedence.

In any case, the Joint Examination Board consists of members of both partner institutions, among others.

**Article 16. – Joint doctoral examination**

If at one or at both partner institutions there is a prior evaluation procedure of the doctoral thesis before the public defence, this will be replaced by a joint evaluation procedure, agreed upon by both partner institutions as follows *(please keep what is applicable)*:

- an internal (private) defence that takes place before the joint examination board as set in Article 15 at [name partner institution]; members of the joint examination are allowed to participate through videoconferencing;

**OR**

- a joint reading committee consisting of at least three members who are representatives of the joint examination board. In any case at least one member of each partner institution and one external member are part of the reading committee;

**OR**

- other to be described.

Only the result of the deliberation of the abovementioned joint evaluation procedure (i.e. first part of the joint doctoral examination) will determine if the PhD candidate can continue with the public defence and will overrule any other evaluation undertaken by each of the individual partner institutions.

The public defence of the doctoral thesis will take place at [name institution], the result of which is acknowledged by all institutions involved.

The joint doctoral examination (i.e. the internal, if any, and public defence) will take place in [language].

Without delay, a copy of the deliberations report(s) of the joint Examination Board is sent to the bodies that are responsible for the administration for the students involved and their diplomas at each of the partner institutions. If required, the deliberations report is translated into a lingua franca.

**Article 17. – Award of the degree**

*[A: This section is added in case of a double degree]*

If the PhD candidate passes the joint doctoral examination, the partner institutions will award him/her a double degree, granting him/her the following degrees:

* Doctor of [official name of the doctorate] by UGent
* Doctor of [official name of the doctorate] by [abbreviation partner institution]

Each institution prepares its own degree. Each degree refers to the joint supervision of the doctorate and the degree that the partner institution may award.

*[B: This section is added in case of a joint degree]*

If the PhD candidate passes the joint doctoral examination, the partner institutions award him/her a joint degree, which is acknowledged by both institutions, granting him/her the following degrees:

* Doctor of [official name of the doctorate] by UGent
* Doctor of [official name of the doctorate] by [abbreviation partner institution]

The degree is prepared by [name of the institution where the public defence takes place, see art. 16] and signed by the heads of both partner institutions. Before printing and signing the degree, the model is sent to the partner institution for approval.

**Article 18. – Settlement of disputes**

Disputes should be reported to the relevant authorities of both partner institutions.

In the event of disputes between the parties that may affect the continuation of the doctoral research, the rectors or their delegates will mediate.

If the dispute may not be resolved by amicable discussions, it will be settled according to Belgian law by the courts of the judicial district East Flanders (Ghent department).

**Article 19. – Duration, modification and termination**

This agreement enters into force on [date] and [is terminated on [date] / expires after the [double/joint] diploma has been issued]. *(please keep what is applicable)*

Modifications to this agreement will be made through a modification agreement approved by both partner institutions and signed by all signing parties of this agreement.

If the PhD candidate has not publicly defended the doctoral thesis before the deadline, this agreement may be extended, provided that all parties agree to this. *(if the agreement is valid until after the diploma has been issued, this stipulation may be removed)*

This agreement shall automatically be terminated if the cooperation between the PhD candidate and one of the partner institutions is terminated. In this case, the other institution will not be entitled to any form of compensation.

This agreement may be terminated by any of the parties in case of clear and convincing evidence that the partner institution is involved in a serious violation of human rights. The party wishing to terminate the agreement will give written notice of this intention to the partner institution, allowing the partner institution due time to respond to the allegations. In the absence of a satisfactory reply or in the absence of a reply in due time, the party seeking to terminate the agreement will reiterate its intention of doing so in writing. The agreement will cease to have any effects between the parties from the moment that such second notice is given.

**Article 20. – Language of the agreement**

*[This article is only added if a translation of the agreement is necessary, otherwise it can be deleted]*

This agreement is drawn up in English.

At the request of [name partner institution] this agreement is translated into [language]. The [name partner institution] answers for the translation and the costs involved. If there is however any discrepancy, whatsoever, between the (interpretation of the) two versions, the English version will prevail.

Drawn up in [location] in 3 copies, on [date],

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| --- | --- |
| Prof. Dr. Rik Van de Walle,  Rector UGent | [title(s)] [first name] [last name],  [position] [abbreviation partner institution] |
| Prof. Dr. [first name] [last name],  Dean Faculty [name faculty] UGent | [title(s)] [first name] [last name],  [position] [abbreviation partner institution] |
| Prof. Dr. [first name] [last name],  Supervisor UGent | Mr./Ms. [first name] [last name],  PhD candidate |