

Act of the Executive Board of Ghent University on signing collaboration contracts for the joint supervision and awarding of a doctorate ('Gezamenlijk doctoraat'/ 'Jointly Supervised PhD'/'Cotutelle')

THE EXECUTIVE BOARD OF GHENT UNIVERSITY:

Having regard to the Higher Education Codex dated 11 October 2013, ratified by the act of 20 December 2013, and in particular in observance of articles II.171 and II.172;

Having regard to the act of the Flemish Government of 12 December 2014 to establish the form of the higher education diploma and the content of the accompanying diploma supplement;

Having regard to the decretal education regulations in the Flemish Community and the Education and Examination Code of Ghent University that are in force during the implementation period of the present act;

Notwithstanding the prerogatives of the Government Commissioner and of the Government Delegate of Finance, as defined in said decretal education regulations.

A C T :

ARTICLE 1 – SUBJECT AND CONCEPTUAL FRAMEWORK

§1. This act defines the rules and regulations for signing co-operation agreements (hereinafter referred to as '**Agreements**') for the joint supervision, examination and assessment and, if the doctoral student passes the doctoral examination, awarding of the doctorate (hereinafter referred to as '**Joint PhD**') between Ghent University and one or more other universities or institutions of higher education (hereinafter referred to as '**Partner Institution(s)**'), being:

- other universities in the Flemish Community,
- universities of the French Community,
- the Royal Military Academy (hereinafter referred to as 'RMA'),
- foreign institutions of higher education that are recognised by the relevant authorities to award doctoral degrees.

§2. If the Partner Institution with which Ghent University would like to conclude an Agreement is located in the Flemish Community, the partner institutions designate by mutual agreement one institution as main institution (hereinafter referred to as '**Main Institution**'), by which the following criteria are considered:

1° Funding: the institution which funds (most of) the doctoral project or the institution to which the supervisor belongs under whose authority external funding was sought.

2° Presence: the institution where most of the doctoral research takes place, and where the doctoral candidate will spend most of his/her working hours.

3° Start: the institution where the doctoral research was initiated, and where the doctoral student first enrolled.

§3. If the Partner Institution with which Ghent University would like to conclude an Agreement is not located in the Flemish Community, the Partner Institutions can designate a Main Institution by mutual agreement.

ARTICLE 2 – THE AGREEMENT

§1. If the Partner Institution with which Ghent University would like to conclude an Agreement is another university in the Flemish Community, this Agreement shall be drawn up following the example of the model agreement drawn up in Dutch and English by the Flemish Interuniversity Council (VLIR). This model is a **Student-specific Agreement** in which concrete arrangements are made for the Joint PhD of an individual student.

§2. If the Partner Institution with which Ghent University would like to conclude an Agreement is not a university in the Flemish Community, two models are provided by Ghent University. These are a **Student-specific Agreement and a Framework Agreement with an accompanying Annex. The same agreements are made in both models.**

In any event, the Agreement shall be drawn up in mutual consultation following the example of the model agreement provided by one of the Partner Institutions. Ghent University provides both a template for a Framework Agreement (including its Annex) and a template for a Student-specific Agreement. Both models are available in English.

A Framework Agreement is always used in the following three cases:

1° If the cooperation is a structural cooperation for Joint PhDs, involving the joint organisation of a number of doctorates over a certain number of years;

2° If the Partner Institution is a non-European institution with which the relevant Ghent University faculty/ies do(es) not have (a) Cooperation Agreement(s) that is/are valid or are being extended or if the Partner Institution is a European institution that does not have the Erasmus Charter for Higher Education; in this case, prior to concluding the Framework Agreement, Ghent University shall screen the foreign Partner Institution to ensure the quality of Joint PhDs with this institution. This quality check is performed on the basis of a brief 'Info Sheet New Cooperation Joint PhD'. The Framework Agreement can only be concluded if the Faculty Council or the faculty committee mandated for this purpose has agreed to this on the basis of the information provided via the aforementioned Info Sheet.

3° If the regulations of the Partner Institution require that a Framework Agreement be concluded before a specific agreement for a Joint PhD can be drawn up.

In all other cases, a Student-specific Agreement is used.

§3. Language of the Agreement

The Agreement is drawn up in Dutch, English or French.

At the request of a Partner Institution, the Agreement can be translated into the language of the Partner Institution. The requesting Partner Institution is responsible for the translation and the costs involved. The translation can be made by the following parties:

1° a sworn translator. In this case, the translated Agreement shall have a personal stamp, signature and a sworn declaration of the translator in question.

2° the Partner Institution itself. In this case, the following clause shall be added to the translated Agreement:

“This Agreement was drawn up in Dutch/English/French. If there are any discrepancies between the (interpretation of the) two versions, the Dutch/English/French version prevails.”

§4. Request

The request to draw up an Agreement must be sent by e-mail to the Joint PhD coordinators (jointPhD@UGent.be), preferably at the start of the research and in any case no later than one year before the end of the research. The agreement must be fully signed before admission to the joint doctoral examination can be granted.

ARTICLE 3 – SUPERVISION OF THE DOCTORAL STUDENT

The doctoral student is supervised by at least one supervisor at each Partner Institution. For Ghent University, the execution of the Agreement is entrusted to the supervisor who is administratively responsible, in accordance with the provisions of the Education and Examination Code of Ghent University. The names of the supervisor(s) of the Partner Institution are stated in the Agreement.

ARTICLE 4 – COMMUNICATION

§1. The Agreement states that the Partner Institutes involved shall keep each other informed of the progress of the doctorate. Within each Partner Institution, a person responsible for this communication is appointed.

§2. If the Partner Institution with which Ghent University would like to conclude an Agreement is another university in the Flemish Community, the main institution is responsible for providing the following information as soon as possible and at least 3 weeks before the defence: the completion of the doctoral study programme, if applicable, the admission to the defence, the composition of the examination jury, the official title of the dissertation, and the date of defence.

§3. If the Partner Institution with which Ghent University would like to conclude an Agreement is not a university in the Flemish Community, the Partner Institutions shall notify each other and provide the following information as soon as possible and at least 6 weeks before the joint doctoral exam (excluding the summer break): the completion of the doctoral study programme, if applicable, the admission to the defence at each Partner Institution, and the approval of the composition of the joint Examination Board from each Partner Institution.

ARTICLE 5 – ADMISSION TO THE DOCTORATE

§1. The doctoral student has to be admitted to the doctorate at each Partner Institution in accordance with the applicable admission procedure at that institution. As far as Ghent University is concerned, the admission procedure as stipulated in the Education and Examination Code of Ghent University applies.

§2. The Agreement contains a description of the topic of the dissertation as well as the title of the doctorate for which the doctoral student was admitted to each of the Partner Institutions.

§3. The Agreement cannot be signed until the doctoral student has been admitted to the doctoral programmes of all the Partner Institutions. In any case, the Agreement shall mention at what date the student was admitted to the doctorate by the relevant faculty council of Ghent University.

ARTICLE 5 – ENROLMENT, TUITION FEE AND BENCH FEE

§1. The Agreement stipulates that the doctoral student shall enrol (or registers) every year at each Partner Institution.

§2. The Agreement stipulates that the doctoral student shall pay the fee that is set for the doctoral programme at each Partner Institution. The tuition fee at Ghent University consists of the enrolment fee increased by the fee for the doctoral exam in the academic year the doctoral student takes that exam. With regard to the amount to be paid, a distinction is made between EEA students and non-EEA students.

§3. At Ghent University two different arrangements are in force with regard to the calculation of the tuition fee, depending on whether the Partner Institution is a university in the Flemish Community, a foreign institution, or the RMA.

1° If the Partner Institution with which Ghent University would like to conclude an Agreement is another university in the Flemish Community:
The doctoral student pays to the Main Institution the fee that is set for the doctoral programme and is exempted from paying the tuition fee at the partner institution(s).

2° If the Partner Institution with which Ghent University would like to conclude an Agreement is not a university in the Flemish Community:
At Ghent University the doctoral student pays the fee that is set for the doctoral programme, as it is annually established by the Executive Board of Ghent University. Whether a fee is to be paid at the Partner Institution(s) depends on the regulations of said institution(s).

§4. Ghent University has the right to ask doctoral students a bench fee if no funds are provided for them within the framework of their mandate or project. The bench fee amounts are fixed per faculty/doctorate. This amount must be paid annually and is used by the supervisor to allow the student to conduct high-quality research (e.g. for the use of study materials, laboratories, or equipment, or to participate in conferences, seminars, etc.). For the Joint PhD, the amount per year can be converted into the number of months that the doctoral student stays at Ghent University. If a Bench fee is applicable, this will be included in the Agreement.

ARTICLE 7 – DOCTORAL TRAINING PROGRAMME

§1. If applicable, the Agreement stipulates that the doctoral student shall meet the conditions governing the doctoral study programme of one of the Partner Institutions and that s/he shall be exempted from this at the other Partner Institution, unless otherwise agreed in the Agreement.

§2. In all cases, the doctoral student retains the right to participate in the doctoral training of the Partner Institutions concerned in accordance with the applicable regulations and insofar as such a training programme is offered.

ARTICLE 8 – RESEARCH STAY AND RESEARCH PERIODS

§1. The doctoral student conducts alternating or consecutive research periods at the Partner Institutions: in accordance with the higher education codex Art. II.172, s/he shall conduct research activities at each Partner Institution for at least six months. The time schedule for these research periods is to be determined by the supervisors and the doctoral student in joint consultation.

§2. The time schedule needs to be included in the Agreement if the Partner Institution with which Ghent University would like to conclude an Agreement is not a university in the Flemish Community.

§3. It is the responsibility of the Ghent University supervisor to watch over the agreed period of at least 6 months of research and, if applicable, over the agreed time schedule.

ARTICLE 9 – FINANCIAL MODALITIES

§1. For a partnership with another university in the Flemish Community, the following costs are discussed and determined by the supervisors by mutual agreement: the contribution to the doctoral student's costs related to the research stay in both Partner Institutions, for attending (inter)national conferences and organising the doctoral defence, and other costs specifically related to the doctoral process.

§2. For a partnership with a Partner Institution outside the Flemish Community, no financial settlements are made between the Partner Institutions, unless otherwise stipulated in a separate agreement.

ARTICLE 10 – INSURANCES

§1. For a partnership with another university in the Flemish Community, the doctoral student commits to taking the necessary actions to take out a health insurance. By enrolling every year at both Partner Institutions, s/he has the required insurance coverage for physical accidents and civil liability while performing his/her activities pertaining to the doctoral research carried out at the various partner institutions.

§2. For a partnership with a Partner Institution outside the Flemish Community, the Agreement shall mention that the doctoral student commits to taking the necessary actions to take out a health insurance, as well as insurance coverage for physical accidents and civil liability, while performing his/her activities pertaining to the doctoral research carried out at the Partner Institutions, in accordance with the relevant institutional and national regulations that are applicable at the Partner Institutions.

ARTICLE 11 – PROTECTION OF THE RESEARCH RESULTS AND INTELLECTUAL PROPERTY RIGHTS

The Agreement defines who owns the research results stemming from the doctoral research and in what way these results are protected.

The protection of the research results stemming from the doctoral research, as well as the publication, exploitation and protection of these results within the Partner Institutions concerned shall occur in accordance with the contract concerning the Joint PhD, while observing the regulations that hold in each country and institution.

ARTICLE 12 – CONFIDENTIALITY

The Agreement specifies the information to which the confidentiality obligation applies. This obligation shall remain in force for a period of five (5) years starting from the date of provision or expiry of the Agreement, whichever is longer.

ARTICLE 13 – PUBLICATIONS

The Agreement sets out the procedure to be followed by the Partner Institutions if results are published or made public. Each publication must mention the cooperation between the Partner Institutions.

ARTICLE 14 – LANGUAGE AND LAYOUT OF THE DOCTORAL DISSERTATION

§1. For a joint PhD, the doctoral dissertation is written in Dutch, English or in the language of one of the Partner Institutions. If a language other than Dutch or English is used for the dissertation, a full copy in English will be submitted to Ghent University.

Possible exceptions are

- the use of another language: this is allowed by mutual agreement by both Partner Institutions according to applicable regulations; and
- the explicit requirement by the supervisors to write in a specific language if that language is the research object of the doctoral dissertation.

A summary of the doctoral dissertation is always provided in English and Dutch.

§2. To produce the doctoral dissertation, the guidelines of one of the Partner Institutions shall be used. At a minimum, the logos of the Partner Institutions shall be clearly visible on the front page of the dissertation.

ARTICLE 15 – ADMISSION TO THE JOINT DOCTORAL EXAM

§1. For each doctoral student, a joint doctoral exam is set up. The admission procedure to that examination verifies whether the doctoral student has met all the requirements (e.g. number of publications, completion of the doctoral study programme, if applicable) before he/she can be admitted to the joint doctoral examination.

§2. For cooperations with another university in the Flemish Community, the doctoral student follows the regulations and guidelines of the main institution with regard to obtaining admission to the joint doctoral examination. If applicable, the Agreement shall include what information needs to be requested from the Partner Institution by the main institution (e.g. whether the doctoral student has met the publication requirements of the Partner Institution).

§3. For cooperations with a Partner Institution outside the Flemish Community, the doctoral student shall - regardless of the established location of the internal and/or public defence - go through the applicable procedure for admission to the doctoral examination at both Partner Institutions. Only if admission is granted by both Partner Institutions can the joint doctoral exam be planned and organised. If one of the Partner institutions does not grant admission to the joint doctoral examination, the Agreement will be terminated with immediate effect.

§4. At Ghent University, the doctoral student shall submit the doctoral dissertation to the Faculty Council concerned, accompanied by the advice of the Doctoral Advisory Committee or, where applicable, of the supervisors, in accordance with the relevant provisions in the Education and Examination Code of Ghent University. The Faculty Council concerned shall verify whether the conditions have been met for the joint doctorate and for taking the doctoral examination, as laid down in the relevant Agreement.

ARTICLE 16 – JOINT EXAMINATION BOARD

§1. The joint Examination Board for the doctoral examination shall be a interuniversity board; preferably, it is international in nature and shall include, among other things, members of all Partner Institutions. Ideally, both Partner Institutions are equally represented in the Examination Board.

§2. If the Partner institution with which Ghent University would like to conclude an Agreement is another university in the Flemish Community, the composition of the joint Examination Board shall follow the guidelines of the main institution, after consultation between the supervisors of both institutions. The supervisors may be part of the joint Examination Board but may not chair the Board. If Ghent University is the main institution, the supervisors do not have the right to vote in the joint Examination Board.

§3. If the Partner institution with which Ghent University would like to conclude an Agreement is not a university in the Flemish Community, the regulations of all Partner Institutions shall apply to the composition of the joint Examination Board. If the regulations of Ghent University and those of the Partner Institution conflict in terms of the composition and duties of the Examination Board, the regulations of the Partner Institution where the public defence takes place shall be followed, without prejudice to the conditions as stated in §1.

§4. Ideally, the joint Examination Board includes at least one external member (i.e. external to both Partner Institutions).

ARTICLE 17 – JOINT DOCTORAL EXAMINATION

§1. At a minimum, the joint doctoral exam shall comprise the public defence. If applicable, a first part of the doctoral examination may be organised prior to the public defence.

§2. If the Partner Institution with which Ghent University would like to conclude an Agreement is another university in the Flemish Community, the regulations and guidelines of the main Institution shall apply to the joint doctoral examination.

In that case, the public defence takes place at the main institution and the decision of the joint Examination Board is acknowledged by all Partner Institutions involved.

An internal defence may be organised prior to the public defence. This is always the case when the regulations of the main institution stipulate that an internal defence is part of the doctoral examination. It may also be the case if this is an additional requirement of the Partner Institution and is therefore included in the Agreement.

The location of the public and - if applicable - internal defence shall be laid down in the Agreement.

§3. If the Partner institution with which Ghent University wishes to conclude an Agreement is not a university of the Flemish Community, the public defence takes place at one of the Partner Institutions and the decision of the joint Examination Board is recognised by all Partner Institutions involved.

If the regulations of one or both of the Partner Institutions require a preliminary evaluation prior to the public defence, the Agreement shall specify how such a joint evaluation will be organised. If this evaluation is an internal defence, the location of the internal defence shall be mentioned in the Agreement.

§4. For Joint PhDs, the defence is conducted in English.

In contravention of this, the use of another language is allowed if the doctoral student and the supervisors mutually agree on this and if this is approved by both Partner Institutions according to the relevant procedures.

If the Partner institution with which Ghent University would like to conclude an Agreement is not a university in the Flemish Community, the language of the public and, if applicable, the first part of the joint doctoral exam will be mentioned in the Agreement.

§5. In any event, a copy of the deliberation report of the Examination Board shall be sent to the bodies within each of the Partner Institutions that are responsible for the administration of the doctoral students concerned and their diplomas. At the request of a Partner Institution, a translation of the deliberation report is also made into a lingua franca.

ARTICLE 18 – CERTIFICATION

§1. If the doctoral student passes the joint doctoral exam, this is certified in one of the following diplomas:

1° a joint degree:

- one diploma which is jointly awarded by the Partner Institutions featuring one joint doctor degree and corresponding qualification or featuring the various doctoral degrees awarded by the partner institutions to the doctoral student concerned (insofar as this is allowed by the applicable education code at the other institution(s));
- signed by the executive heads (or, in foreign institutions, other authorised persons) of all Partner Institutions;
- within the Flemish Community, the diploma is prepared by the Partner Institution where the doctoral student is defending the doctorate.

2° a double degree

- in partnerships with Partner Institutions outside the Flemish Community, a double degree is preferably awarded, in which case each institution prepares its own degree. Each diploma then refers to the joint supervision of the doctorate and the degree(s) that the partner institution awards.

The Agreement states which type of certification will be applied if the student passes the doctoral exam, and which doctoral degree(s) will be awarded.

§2. The form of the degrees and degree supplements awarded by Ghent University mentioned in §1 is in accordance with the *Act of the Flemish Government of 12 December 2014 to establish the form of higher education diplomas and the content of the corresponding diploma supplement*.

ARTICLE 19 – DISPUTE SETTLEMENT

§1. Disputes must be reported to the competent authorities of both Partner Institutions. For disputes that may have an impact on the continuation of the doctoral work, the rectors or their representatives shall mediate.

§2. The Agreement sets out by which law it shall be governed. Disputes that cannot be settled amicably shall be submitted to the competent courts. The Agreement shall state which court that is.

ARTICLE 20 – VALIDITY PERIOD, AMENDMENT AND TERMINATION

§1. Validity period of the Agreement

The Agreement shall state a validity period. The Agreement for Joint PhDs within the Flemish Community states that the Agreement is valid until after the joint diploma has been awarded. In the Agreement for Joint PhDs outside the Flemish Community, two options have been included: either the Agreement is valid until after the joint or double degree has been awarded, or the Agreement is valid until a certain date.

If the Agreement includes an end date and the public defence has not taken place before this end date, the Agreement may be extended by mutual agreement. If not, it will be automatically and legally terminated.

§2. Amendments to the Agreement

All changes are to be accepted in writing by all parties in an amendment agreement.

§3. Termination of the Agreement

This Agreement is legally dissolved if the cooperation between the doctoral student and one of the Partner Institutions is terminated. In this case, the other Partner Institution is not entitled to any form of compensation.

§4. Human rights clause

The Ghent University Human Rights Clause is included in each agreement with a Partner Institution outside Belgium, as it was approved by the Board of Governors on 12 January 2018.

ARTICLE 21 – SIGNING OF THE AGREEMENT AND APPROVAL OF AGREEMENTS AT GHENT UNIVERSITY

§1. The Student-specific Agreement is submitted to the Faculty Council for advice and is signed by the heads of the Partner Institutions or, if applicable, other authorised persons, the dean of the relevant faculty of Ghent University, the supervisor of Ghent University who is administratively responsible, the supervisor(s) of the partner institution(s) and the doctoral student.

§2. The Framework Agreement is submitted to the Faculty Council for advice in accordance with the applicable procedure within the faculty concerned. In the event of a favourable opinion, the agreement is signed by the heads of the Partner Institutions or, if applicable, other persons authorised for this purpose and the dean of the faculty concerned of Ghent University.

§3. The Annex to the Framework Agreement is submitted to the Faculty Council for advice and is signed by the heads of the Partner Institutions or other persons authorised for this purpose, the dean of the relevant faculty of Ghent University, the supervisor of Ghent University who is administratively responsible, the supervisor(s) of the Partner Institution(s), and the doctoral student.

ARTICLE 22 – FINAL CLAUSE

In cases where this act needs to be deviated from, the rector decides.

Ghent, 28 September 2018,

FOR THE EXECUTIVE BOARD,

The Secretary,
D. VAN HAELTER

The Chair,
R. VAN DE WALLE.