## Partnership agreement governing

## the joint supervision and awarding of a doctorate

## between Ghent University and [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. Jan Van Bocxlaer (Dean of the Faculty of Pharmaceutical Sciences), 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 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 September 28th, 2018;
* the decision of the Faculty Board of the faculty of Pharmaceutical Sciences dated 16 October 2019 pertaining to the Supplementary faculty regulations of the faculty of Pharmaceutical Sciences regarding joint PhD’s with institutions not located in the Flemish Community;
* 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 doctoral research, the organisation of the doctoral examination and the award of the doctoral degree of PhD candidates.

For each PhD candidate, a separate appendix to this agreement is to be laid down, in which due reference to the present agreement regarding the general joint doctorate rules, shall be made.

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

The PhD candidates have one or more supervisors in each of the partner institutions.

The PhD supervisors undertake to fully assume their responsibilities as the PhD candidates’ 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**

All partner institutions keep each other informed about the progress of the doctoral research of each PhD candidate. 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: Dean's Office of the Faculty of Pharmaceutical Sciences

• (General) email address: claudine.bogaert@ugent.be

­ At [partner institution]:

• Office/Department: …

• (General) email address: …

­ At [partner institution]:

• Office/Department: …

• (General) email address: …

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

The PhD candidates have to be admitted to the doctorate at each of the partner institutions involved taking into account the relevant admission procedures in force.

In the separate appendix for each PhD candidate the dates of admission to the doctorate at each of the partner institutions will be included.

During the admission procedure the subject of the doctoral thesis is to be laid down at all partner institutions. In the separate appendix the subject will be stated.

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

The PhD candidates re-enroll at each of the partner institutions each academic year. They pay the tuition fee charged for the doctorate at each partner institution.

In addition to the tuition fee, UGent reserves the right to charge an annual fixed bench fee. Depending on the specific doctorate, the annual bench fee can vary between €4.880 and €17.920. 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…).

In the separate appendix for each PhD candidate the bench fee is inserted, if applicable.

**Article 6. – Doctoral training programme**

In case that one or some partner institution(s) impose(s) a compulsory doctoral training programme on the PhD candidates, the PhD candidates must complete the compulsory doctoral training programme of one partner institution and will be exempt from completing a doctoral training programme in the other partner institution(s), unless otherwise agreed upon. The separate appendix will mention at which partner institution(s) the PhD candidates will complete the doctoral programme, if applicable.

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

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

The PhD candidates 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 and will be mentioned in the student specific appendix to this agreement.

The supervisors ensure that the PhD candidates conduct 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 candidates commit themselves to taking out health insurance, insurance against accidental physical damage and civil liability during the execution of the tasks concerning their 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 all partner institutions if these 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  Contract Department  p/a St.-Pietersnieuwstraat 25  9000 Gent  Belgium  Tel: +32 9 264 30 30  [contracten@ugent.be](mailto:contracten@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 English.

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

In the separate appendix for each PhD candidate will be inserted which lay-out prescriptions will be handled for the production of the doctoral thesis. At a minimum, the logos of all partner institutions are to be clearly visible on the front page of the thesis. At all times the Ghent University logo and, if possible, the FFW logo have to figure (in an equally prominent way as the joint institution(s) logo(s)) on the booklet cover of the doctoral dissertation.

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

Each partner institution checks if the PhD candidates have fulfilled all the requirements (number of publications, completion of the doctoral training programme if applicable ...) before giving admission to the doctoral examination. To that end, the doctoral student shall always (also) submit his/her doctoral dissertation to the Faculty Board of the faculty of Pharmaceutical Sciences of Ghent University according to the faculty’s procedure and deadline. Only if there is admission from all partner institutions the joint doctoral examination for each PhD candidate 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. 15). If applicable, a first part of the examination can be organized prior to the public defence.

In case that one of the partner institutions give admission for the doctoral examination and another one doesn’t, the joint supervision scheme as well as the separate appendix 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 all partner institutions.

The supervisors cannot act as its chair and have no right to vote if the public defence takes place at Ghent University.

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 (the home institution), as set in Article 16, shall take precedence.

The composition of the Joint Examination Board needs to be ratified by all institutions. Thus the composition of the Joint Examination Board shall always (also) be ratified by the Faculty Board of the faculty of Pharmaceutical Sciences of Ghent University.

In any case, the Joint Examination Board consists of members of all partner institutions and at least one external member to all partner institutions involved, from academia, among others.

Whenever UGent is not the institution where the public defence will take place, an ‘FFW commission of three’ shall be appointed, consisting of the UGent PhD supervisor, a professorial staff member of the faculty of Pharmaceutical Sciences (FFW), UGent, presiding the commission, and an UGent professorial staff member, expert in the doctoral thesis subject (possibly, but not by definition, from another faculty)*.* This commission of three, proposed by the Ghent University PhD supervisor, will be ratified by the Faculty Board together with the Joint Examination Board.

**Article 16. – Joint doctoral examination**

The joint evaluation procedure, agreed upon by all partner institutions, will proceed as follows (please keep what is applicable):

**OR**

- Ghent University is the home institution and the doctoral process and examination closely follows the regulations and procedures in use for mono-disciplinary, mono-institutional PhD’s as stipulated in the Education and Examination Code and the Supplementary faculty regulations governing the doctorate in the faculty of Pharmaceutical Sciences (including a first deliberation (internal defence)). This prior evaluation procedure (internal defence) will be organised as a joint evaluation procedure, by the joint examination board as set in Article 15, at Ghent University (also specified in the student specific appendix); members of the Joint Examination Board are allowed to participate through videoconferencing. The following deviation(s) from the UGent procedure are agreed upon by negotiation:

(please remove if not applicable)

- …

- …

**OR**

- The operating procedures of [institution] will be followed. The faculty of Pharmaceutical Sciences of Ghent University nevertheless desires a fit for purpost quality check on the scientific contents to be presented at the first deliberation (internal defence) and/or the public defence.

To that end:

- The faculty of Pharmaceutical Sciences will install an ‘FFW commission of three’, consisting of the Ghent University PhD supervisor, a professorial staff member of the Ghent University faculty of Pharmaceutical Sciences, presiding the commission, and a Ghent University professorial staff member, expert in the doctoral thesis subject (possibly, but not by definition, from another faculty)*.* This commission of three, proposed by the Ghent University PhD supervisor, will be ratified by the Faculty Board together with the Joint Examination Board (the Joint Examination Board always has to be approved by all institutions).

- Each member of the Joint Examination Board provides his evaluation of the PhD work in a written report (in English). These reports are bundled and are made available to the ‘FFW commission of three’, at the latest three weeks before the first deliberation (internal defence) (if organised) or the public defence (in case this is the only defence).

- The ‘FFW commission of three' uses these evaluations (and the doctoral thesis when appropriate) to execute a fit-for-purpose quality check and provides its advice (by way of the Ghent University PhD supervisor) to the chair of the Joint Examination Board, at the latest two weeks before the first deliberation (internal defence) (if organised) or two weeks before the Joint Examination Board’s decision to admit the doctoral student to the public defence (in case this is the only defence). When fundamental quality issues are pointed out by the ‘FFW commission of three' advice, they will discuss this advice with the Joint Examination Board. The advice of the ‘FFW commission of three' can never overrule the (final) decision(s) taken by the Joint Examination Board.

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 one of the partner institutions (as specified in the student specific appendix), but 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**

If the PhD candidates pass the joint doctoral examination, the partner institutions will award them a double degree.

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

In the separate student appendix the respective degree of each partner institution is included.

**Article 18. – Settlement of disputes**

Disputes should be reported to the relevant authorities of all 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].

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

The parties ensure that they shall respect human rights. Each of the parties may terminate this agreement with immediate effect if the other party is involved in a serious violation of human rights.

**Article 20. – Protection and processing of personal data**

The Parties commit themselves to respect the current European Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as well as the national applicable laws. The Parties may share Personal Data of individuals involved in the collaboration for the purpose of administering such as: name, business telephone, address, and email (“Business Contact Information”). Each Party may store and otherwise process such Business Contact Information. The Parties agree that Business Contact Information will only be processed to the limited extent as required for the performance of this agreement.

If for the performance of this agreement the processing of other than Business Contact Information is necessary, the Parties commit themselves to agree and enter into a data processing agreement, which shall amend this agreement, as is reasonably required to reflect each Party’s rights and obligations.

**Article 21. – 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 Ghent in two 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. Jan Van Bocxlaer,  Dean Faculty Pharmaceutical Sciences  UGent |  |
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