

Partnership agreement governing the joint supervision and awarding of a doctorate diploma between Ghent University and University 2

Between

Ghent University, Sint-Pietersnieuwstraat 25, 9000 Gent (Belgium),
hereinafter referred to as 'UGent',
represented by Prof. dr. insert name, Rector,
and
insert name of University 2, insert address (Belgium),
hereinafter referred to as 'insert abbreviation/acronym',
represented by Prof. dr. insert name, Rector,

jointly referred to as '***the institutions***'

and

- Mr/Mrs insert name PhD candidate, 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 co-operation agreements for the joint supervision and certification of a doctorate ('joint doctorate') of 20 February 2014;
- the Regulations regarding the Conferment of PhD degrees of insert name of Partner institution, approved by insert governing board on insert date;
- the readiness of professor insert name supervisor main institution [insert name main institution] and professor insert name supervisor partner institution [insert name partner institution] to assume supervision of the joint doctorate in execution of the present agreement;
- the decision of the Faculty Board of the faculty of Pharmaceutical Sciences dated 17 January 2018 pertaining to the Supplementary faculty regulations of the faculty of Pharmaceutical Sciences regarding joint PhD's.

the following has been agreed:

Article 1 – JOINT SUPERVISION AND THE AWARD OF A DOCTORAL DEGREE

The 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.

The PhD candidate's personal details:

Surname:
First name(s):
Date of birth:
Place of birth: city - country
Nationality:
Domicile address:
Address for correspondence (only if different from domicile address):
Email address:

Article 2. – SUPERVISION OF THE PHD CANDIDATE

The PhD candidate shall be supervised by the following supervisors:

- At name main institution:
 - Name:
 - Faculty or Department:
 - Position:
- At name partner institution:
 - Name:
 - Faculty or Department:
 - Position:

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. – MAIN INSTITUTION – PARTNER INSTITUTION: RESPONSIBILITIES, REGULATIONS AND COMMUNICATION

name University will act as the main institution.¹
name University will act as the partner institution.

Both institutions keep each other informed about the progress and changes of the doctoral research. In particular, the main institution informs the partner institution, as soon as possible and at the latest 3 weeks before the defence (see art. 14), about the following: the completion of the doctoral training programme, the admission to defend, the composition of the examination committee, the official title of the doctoral thesis and the date of defence. Each institution appoints an office/department responsible (for FFW: the dean's office) for this communication:

- At the main institution:
 - Office/Department: ...
 - (General) email address: ...
- At the partner institution:
 - Office/Department: ...

¹ The designation of the main institution can be determined based on one or more of the following elements: a) Funding: the institution that funds (most of) the doctoral research or the institution to which the supervisor belongs under whose authority the application of the external funding occurred; b) Presence: the institution where most of the doctoral research takes place, where the PhD researcher will spend most of his/her working hours; c) Start: the institution where the doctoral research was initiated, where the PhD researcher first registered. If these criteria are not sufficient to distinguish between the two institutions, the main institution will be designated by mutual agreement.

- (General) email address: ...

The PhD candidate him/herself is responsible for the progress reporting at both institutions, according to the applicable procedure of each institution.

With regard to the supervisory committee, the doctoral training programme (art. 6), the composition of the examination committee (art. 13), the requirements of the doctoral thesis and the defence (art. 14), the regulations and guidelines of the main institution shall apply. If the partner institution wishes to specify additional or other requirements, these must be laid out in this agreement.

Unless specified otherwise in this agreement, the main institution is the institution where the tuition fees are due (art. 5), where the public defence will take place (art. 14) and where the diploma will be printed (art. 15).

Article 4. – ADMISSION TO THE DOCTORAL STUDIES – DOCTORAL THESIS SUBJECT

The PhD candidate has been admitted to the doctoral programme by both institutions:

- At the main institution:
 - admission to the doctoral programme in
 - on the following date:
- At the partner institution:
 - admission to the doctoral programme in
 - on the following date:

The subject of the doctoral thesis is:

The most recent date of admission will be considered as the start date of the joint PhD, unless explicitly stated otherwise in article 17.

Article 5. – ENROLMENT AND TUITION FEE

Each academic year, the PhD candidate is required to (re-)enrol as a PhD student at both institutions.

S/He is required to pay the tuition fees set for the doctorate at the main institution and will be exempt of paying similar fees at the partner institution.

Article 6. – DOCTORAL TRAINING PROGRAMME

The PhD candidate must meet the requirements of the doctoral training programme of the main institution and will be exempt from completing a doctoral training programme in the partner institution, unless otherwise agreed upon in this agreement.

[Additional requirements can be inserted here, if applicable.]

A(n) (partial) exemption from the doctoral training programme as stated in this agreement, is only possible through written agreement by the competent authorities of both institutions.

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

Article 7. – RESEARCH STAYS

The PhD candidate shall spend alternate or consecutive research stays at both institutions. The research stays are to be mutually agreed upon between the PhD candidate and the supervisors. The supervisors shall see to it that the PhD candidate spends a period of at least 6 months conducting research at each of the institutions.

Article 8. – FINANCIAL PROVISIONS

Any contribution to the PhD candidate's costs related to the research stays at both institutions, attendance of national and international conferences, the organisation of the PhD defence, and other costs specific to the PhD programme, shall be discussed and agreed upon by mutual agreement between the supervisors from both institutions.

Article 9. – INSURANCE COVER

The PhD candidate will undertake all necessary steps in order to arrange health insurance. Through the annual enrolment as PhD student at both institutions, s/he is covered against physical injuries and third party liability whilst performing his/her duties within the framework of the doctoral research at both institutions.

Article 10. – PROTECTION OF RESEARCH RESULTS AND PROPERTY RIGHTS

Nothing in this agreement shall prejudice the rights of ownership of any party in and to its Background knowledge and relevant intellectual property rights existing prior to this agreement or generated outside the framework of the doctoral research.

'Background' shall mean information, techniques, know-how, software and materials – regardless of the form or medium in which they are communicated or registered – including any relevant intellectual property rights, made available before or after the date of this agreement by the party who owns them or who has rights on/in them, with the aim of using it in the implementation of the doctoral research.

'Results' shall mean the results, including but not limited to information and materials, regardless of whether they can be protected, and all related intellectual property rights arising from the doctoral research.

Each Institution shall be the sole owner of the Results, solely generated by its staff, including the PhD candidate. Each Institution owner may decide at any time to protect his Results with any appropriate rights or title, such as patent application, in its own name and at its own costs in any country whatsoever, mentioning the inventor's name.

If, while carrying out the doctoral research, the institutions jointly contributed to Results in a way that these Results are indivisible and that it is impossible under applicable law to divide these Results for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any protection under other intellectual property right, the institutions shall be joint owners of these Results in proportion to their intellectual contribution to such joint Results (hereinafter "Joint Results").

The institutions will jointly act in submitting applications aimed at obtaining and/or maintaining appropriate protection for Joint Results, to be done in the name of both institutions. The institutions, represented by their respective technology transfer offices (as mentioned hereinafter), shall enter into a written agreement designating the institution that will take the lead in the procedures aimed at obtaining, maintaining and enforcing all relevant protection, the financing of such relevant protection and the apportionment of the rights resulting from the exploitation of the protected Joint Results. The other partner institutions will be notified in advance of the costs and revenues, based on the principle that the costs incurred or to be settled and the revenues obtained will be shared between the partner institutions in proportion to their share in the ownership of the Joint Results, unless otherwise agreed.

If an institution wishes not (any longer) to participate in the costs of the applicable protection of any Joint Result, then such institution shall forfeit all rights related to such protection, but shall be compensated from the proceeds for the costs related to such protection of the Joint Result it already has incurred. An institution that wishes not (any longer) to participate, shall retain free of charge, a non-exclusive license to use such Joint Results for internal non-commercial research purposes only.

All registered intellectual property rights (e.g. patents) related to Results shall be notified without delay in writing to the tech transfer office of each institution.

For UGent:

UGent TechTransfer
T.a.v. IP Department
p/a St.-Pietersnieuwstraat 25
9000 Gent

Tel: 09 264 78 83
octrooien@ugent.be

For partner institution:

NAME + FUNCTION
ADDRESS LINE 1
ADDRESS LINE 2
ADDRESS LINE 3
ADDRESS LINE 4
Email address

Each institution shall have, free of charge, a worldwide, non-exclusive, non-transferable, non-sublicensable right to use all Joint Results for further internal non-commercial research and education purposes.

Notwithstanding the above, no prejudice is made to the Regulations on Copyrights on doctoral theses of each Institution applicable to the doctoral research.

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 (5) 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 later becomes 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) the receiving party is required to disclose by law.

Article 12. – PUBLICATIONS

Each publication or disclosure (including the doctoral thesis) of the Results of the doctoral research project shall be submitted for review to the other institution(s) at the latest (30) thirty calendar days prior to the submission of the publication or presentation. The other institution(s) may examine the proposal for a period of (30) thirty days and formulate proposals: (i) for removal of the Confidential Information disclosed by such Partner Institution, and/or (ii) to reasonably delay the publication to allow the protection of the Results. Such reasonable delays shall not exceed (3) three months from the date of receipt of the draft publication. In the absence of comments within the period of (30) thirty calendar days, the publication or presentation shall be deemed permitted.

Each institution undertakes to collaborate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree. Without detracting from any confidentiality obligation, such publication and defence may not be delayed for a period of more than (6) six months.

Publications should refer to the institutions' collaboration and, at either institution's request, shall name said Institution's staff members involved in generating the Results, taking into account the generally accepted authorship guidelines for scientific publications.

Article 13. – EXAMINATION COMMITTEE

The examination committee set up for the doctoral examination shall consist of members from each institution and shall preferably contain (a) member(s) from abroad.

The examination committee shall be composed by the main institution after consultation between the supervisors from both institutions. Both institutions must be represented in the examination committee. The supervisors cannot act as its chair and have no right to vote if the public defence/first deliberation (internal defence) takes place at UGent.

The composition of the examination committee shall be ratified by both institutions.

Whenever UGent is not the main institution, an 'FFW commission of three' shall be appointed: 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. This commission of three will be ratified by the Faculty Board together with the examination committee.

Article 14. – DOCTORAL THESIS DEFENCE

With regard to the defence, the PhD candidate shall abide by the rules and regulations of the main institution.

The public defence of the doctoral thesis shall take place at insert name institution, in principle the main institution and is recognised by all institutions involved.

[if applicable: A private defence will be organized prior to the public defence at insert name institution]

Whenever UGent is not the main institution, each member of the examination committee provides a written (English) evaluation. These evaluations are bundled and presented to the 'FFW commission of three', at the latest 3 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 to execute a fit-for-purpose quality check and provides its binding advice to the chair of the examination committee in the form of an unconditional go, a conditional go pending adaptations as specified and new review, or a no-go, at the latest two weeks before the first deliberation (internal defence) (if organised) or the public defence (in case this is the only defence). Noncompliance with this term implies an unconditional go for the defence.

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

Article 15. – AWARD OF THE DEGREE

On the basis of a favourable report from the examination committee, the institutions undertake to award a joint doctoral degree to the successful candidate, recognised by both institutions:

Doctor in de [insert name of degree] (Doctor of [insert name of degree]) by the main institution

and

Doctor in de [insert name of degree] (Doctor of [insert name of degree]) by the partner institution

The diploma will be drawn up and printed by the main institution and will be signed by the rectors of both institutions.

Article 16. – SETTLEMENT OF DISPUTES

Disputes should be reported to the relevant authorities of both 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.

This agreement shall be governed by Belgian law. Any disputes which may not be settled amicably shall be submitted to the competent courts of the place of the main institution's headquarters.

Article 17. – COMMENCEMENT AND VALIDITY OF THE AGREEMENT

The present agreement shall be valid when all parties involved have signed and take effect from the start date of the joint PhD as specified in art. 4. The agreement expires after the diploma has been issued.

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

Drawn up in insert location in 3 original copies,

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| Prof. Dr. ..., Rector Ghent University Date: ... | Prof. Dr. ..., Rector ...[name partner institution]... Date: ... |
| Prof. Dr., Dean Faculty of Ghent University Date: | |
| Prof. Dr. ..., Supervisor ...[name main institution ...] Date: ... | Prof. Dr. ..., Supervisor ...[name partner institution]... Date: ... |
| <div> Mr./Mrs. insert name of PhD candidate PhD candidate Date: ... </div> | |