

Co-operation agreement for the joint supervision and certification of a doctorate between Ghent University and University of Kragujevac

Between

- Ghent University, represented by Prof. dr. A. De Paepe, Rector, having its seat at 9000 Ghent (Belgium), Sint-Pietersnieuwstraat 25, hereinafter referred to as 'UGent', and for the execution of this co-operation agreement (hereinafter referred to as '**Agreement**'),
Prof. dr. [first name] [last name], Dean Faculty [name faculty]
Prof. dr. [first name] [last name], Supervisor

and

- University of Kragujevac,
represented by Prof. dr. Nenad Filipović, Rector,
having its seat at 34000 Kragujevac (Serbia), Jovana Cvijića bb, hereinafter referred to as 'UNIKG',
and for the execution of this co-operation agreement,
Prof. dr. [first name] [last name], [position]
Prof. dr. [first name] [last name], [position]

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

and

- Mr./Ms. [first name] [last name], born in [place of birth (city, country)] on [Date of birth], and resident in [postal code city (country)], street number] with the following email address: [email address], hereinafter referred to as the doctoral student,

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

and in due observance of the following:

- 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 decision of the Senat of the University of Kragujevac on co-operation agreements for the joint supervision and certification of a doctorate ('joint doctorate') of _____;

the following has been agreed:

Article 1. – SUBJECT: JOINT SUPERVISION AND CERTIFICATION OF A DOCTORATE.

The partner institutions agree to jointly supervise the doctoral student's doctoral research and jointly organize the doctoral examination and certificate the doctorate.

Article 2. – SUPERVISION OF THE DOCTORAL STUDENT.

The doctoral student is supervised by the following people:

- At UGent:
 - Name: Prof. dr. [first name] [last name]

- Faculty:
 - Position:
 - Email address:
- At UNIKG:
- Name: [title(s)] [first name] [last name]
 - Faculty or Department:
 - Position:
 - Email address:

The abovementioned people agree to fully act as supervisors for the doctoral student. As such, they commit themselves to consulting each other whenever they deem necessary, in order to assess the evolution of the doctoral research.

Article 3. – ADMISSION TO THE DOCTORATE – SUBJECT OF THE DOCTORAL DISSERTATION.

The doctoral student 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]
- At UNIKG
 - admitted to the doctorate in [official name of the doctorate at the partner institution]
 - on the following date:

The subject of the doctoral dissertation is the following:

Article 4. – ENROLMENT AND TUITION FEE.

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

Article 5. – DOCTORAL SCHOLARSHIP.

[A: THIS SECTION IS ONLY ADDED IF THE DOCTORAL STUDENT RECEIVES A DOCTORAL SCHOLARSHIP FROM UGENT]

If the doctoral student receives a doctoral scholarship from UGent, s/he agrees to contact the Department of Personnel and Organization at UGent. Within the context of the joint supervision of the doctorate, this Department will verify whether the sources of funding are in line with the stipulations of the regulations at Ghent University pertaining to doctoral scholarships, as approved on 18 June 2004, and especially the stipulations ensuring tax exemption for the doctoral scholarship (art. 4, paragraph 4 and art. 9, paragraph 1).

[B: THIS SECTION IS ONLY ADDED IF THE DOCTORAL STUDENT RECEIVES A DOCTORAL SCHOLARSHIP FROM AN EXTERNAL (NON-UGENT) SOURCE OF FUNDING]

If the doctoral student receives a doctoral scholarship from another funding institution than UGent, s/he agrees to inform this funding institution of the joint organization of his/her doctorate, so that it may investigate whether this has any consequences for his/her tax status in accordance with the valid regulations of the institution involved.

Article 6. – RESIDENCE AND TIME SCHEDULE FOR THE RESEARCH PERIODS.

The doctoral student spends alternating or consecutive research periods at the partner institutions. The time schedule for these research periods is to be determined by the supervisors and the doctoral student in joint consultation:

period from [date] to [date]: [abbreviation university x]

period from [date] to [date]: [abbreviation university y]
period from [date] to [date]: [abbreviation university x]
period from [date] to [date]: [abbreviation university y]
[complete or delete periods if necessary]

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

Article 7. – FINANCIAL STIPULATIONS.

[A: THIS SECTION IS ONLY ADDED IF THERE IS A FINANCIAL SETTLEMENT BETWEEN THE PARTNER INSTITUTIONS]

The partner institutions will pay each other funds which, within the context of the research executed by the doctoral student at one of the partner institutions, are reasonably put at the disposal of this partner institution. This is laid down in an annex to this agreement.

Aside from the abovementioned case, there will be no financial settlements between the partner institutions.

[B: THIS SECTION IS ONLY ADDED IF THERE IS NO FINANCIAL SETTLEMENT BETWEEN THE PARTNER INSTITUTIONS]

There will be no financial settlements between the partner institutions.

Article 8. – INSURANCE.

The doctoral student 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 9. – Protection of the research results and intellectual property

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.

‘Results’ shall mean the results, including but not limited to information and materials, whether or not it can be protected and any related intellectual property rights, which arise out of the doctoral research project.

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

If, in the course of carrying out the doctoral research, Partner Institutions are jointly contributors to Results in such a way that such Result is indivisible and such that under applicable law, it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other IPR protecting or available to protect such Results, the Partner Institutions shall be joint owners of such Results in proportion to their intellectual contributions in the joint Results (hereafter “Joint Results”).

The Partner Institutions agree that they may jointly apply to obtain and/or maintain the relevant protection rights in Joint Results, which shall be obtained/maintained in the name of both Partner

Institutions. The Partners Institutions, represented by their respective tech transfer offices (as referred to below), shall conclude a written agreement concerning the Partner Institution that will take the lead in prosecution, maintenance and enforcement of all applicable protection, financing of the applicable protection and apportionment of the rights related to the exploitation of the protected Joint Results. Each Partner Institution shall inform in advance the other Partner Institution of, the costs and revenues, based on the principle that costs are borne or settled by the Partner Institutions and the revenues are shared between the Partner Institutions according to their co-ownership shares in Joint Results, unless otherwise agreed. If a Partner Institution wishes not (any longer) to participate in the costs of protection of Joint Results, such partner institution shall not have any claim on any rights related to such protection, but shall be compensated for the costs already incurred related to the protection of such Joint Result. A Partner Institution who wishes not (any longer) to participate, shall retain a non-exclusive fully paid-up right of use on such Joint Results for internal non-commercial research purposes only.

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.

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 UNIKG :

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 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 10. – 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) is required to be disclosed by law.

Article 11. – Publications

Each publication or presentation (including the doctoral dissertation) concerning the Results of the doctoral research project shall be submitted to the other Partner Institution(s) for review, at least thirty (30) calendar days prior to submission of the publication or presentation. The other Partner Institution(s) shall have the right during this period of thirty (30) 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 (3) 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 dissertation or thesis for a degree. In any event, such publication and defence may not be delayed for a period of more than six (6) 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 12. – LANGUAGE OF THE DOCTORAL DISSERTATION AND THE DOCTORAL EXAMINATION.

The doctoral dissertation is written in [language].

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

The defence of the doctoral dissertation will take place in [language].

Article 13. – ADMISSION TO THE DOCTORAL EXAMINATION.

Regardless of the venue for the defence that is set in accordance with article 13, the doctoral student will follow the procedure for the admission to the doctoral examination that is in place at both partner institutions.

Article 14. – EXAMINATION BOARD FOR THE DOCTORAL EXAMINATION.

The Examination Board for the doctoral examination (i.e. the dissertation and the defence) is composed of members of all partner institutions, among others. The Examination Board ideally consists of an equal number of members affiliated with each of the partner institutions.

In the event of conflicting stipulations concerning the composition and/or duties of the Examination Board, the regulations of the institution where the public defence will take place, as set in Article 13, shall take precedence.

Article 15. – DEFENCE OF THE DOCTORAL DISSERTATION.

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

A copy of the deliberations report of the 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 also translated into a national language of the other institution(s) or a lingua franca.

An internal defence is organized in advance at [name institution].

In the event of conflicting stipulations concerning the course of the doctoral exam, the regulations of the institution where the public defence will take place, shall take precedence.

Article 16. – CERTIFICATION.

[A: THIS SECTION IS ADDED IN CASE OF A JOINT DEGREE]

If the doctoral student 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 UNIKG

The degree is prepared by [name of the institution where the student is defending the doctorate, cf article 14] and signed by the heads of both partner institutions.

[B: THIS SECTION IS ADDED IN CASE OF A DOUBLE DEGREE]

If the doctoral student 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 UNIKG

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.

Article 17. – APPEAL.

If the doctoral student believes that s/he received a negative exam decision due to a nonobservance of his/her rights, s/he may file an appeal with the appeals body of the institution at which the doctoral defence has taken place, which notifies the doctoral student and the partner institution of its decision without delay.

Article 18. – COMMENCEMENT, VALIDITY PERIOD AND AMENDMENTS OF THE AGREEMENT.

This agreement enters into force on [date] and is terminated on [date].

If, during this period, one of the following elements of the agreement is amended, a modification agreement will be drawn up and approved by the partner institutions:

- intended doctorate
- faculty
- language of the dissertation
- language of the defence
- supervisor(s)
- partner institution

If the doctoral student has not publicly defended the doctoral dissertation before the deadline, this agreement may be extended, provided that all parties agree to this.

Article 19. – LANGUAGE OF THE AGREEMENT.

[THIS ARTICLE IS ONLY ADDED IF A TRANSLATION OF THE AGREEMENT IS NECESSARY]

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 [as many copies as the number of signing parties] copies, on [date],

Prof. dr. [first name] [last name], Rector UGent	Prof. Dr. Nenad Filipović, Rector UNIKG
Prof. dr. [first name] [last name], Dean Faculty [name faculty] UGent	[title(s)] [first name] [last name], Supervisor UNIKG
Prof. dr. [first name] [last name], Supervisor UGent	Mr./Ms. [first name] [last name], Doctoral student