

Education and Student Affairs

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AGREEMENT FOR DOUBLE OR JOINT DOCTORAL DEGREE

Eindhoven University of Technology, Department of <fill in>, (hereafter referred to as "TU/e"), represented by

AND

<name of university> (hereafter referred to as "<fill in>"), represented by <fill in>

Have decided to cooperate through a double or joint doctoral degree program.

The cooperation agreement is in accordance with the Dutch Higher Education and Research Act, the statutory TU/e regulations governing the conferral of doctor's degrees (hereafter referred to as TU/e Doctorate regulations) and <fill in the rules of the other university>

ARTICLE I - INTRODUCTION

This agreement was made on the <fill in date> day of <fill in month>, <fill in year> between TU/e and <fill in name of university>. This agreement defines the arrangements between TU/e and <fill in name of university> for the double or joint doctoral degree program in the field of <fill in> (the "program").

ARTICLE II - MANAGEMENT OF THE PROGRAM

1.
One of the two universities will be referred to as the home university, while the other university will be known as the partner university.
2.
The home university is the university located in the country of origin of the candidate.
3.
The home and partner university will form a Committee. The Dean of the Department of the home and the partner university are members of this committee.
4.
Each Dean will appoint three members to the Committee and one of the three members will be in charge of coordinating the program at their university. Each university will inform and keep the other updated of the member appointed to be in charge. The Dean will be responsible for the annual reporting and the supervision.

5.

The Committee will be appointed by the Rector Magnificus of TU/e and the President of <fill in name of university>.

6.

The Committee will be responsible for all academic, administrative and operational matters relating to the program and will ensure compliance with local rules on doctoral degrees. The Committee will report to the departmental boards concerned at least once a year. The Committee will also provide any relevant information on request.

ARTICLE III - ADMISSION REQUIREMENTS

1.

Candidates must meet the prevailing admission criteria of the relevant academic departments of both universities before being eligible for the program.

2.

The admission of candidates to the program must be unanimously approved by the Committee.

3.

Each university may nominate suitable candidates for the program from its current pool of doctorate students. Students upgrading from a Master's degree program may also be considered.

4.

All candidates are admitted to the program on full-time basis. However, they may apply for their candidate status to be changed to part-time towards the end of their candidature. In exceptional cases, part-time candidates may be admitted with the Committee's approval.

5.

After being approved by the Committee, the candidate should draw up, in consultation with his promotor from the home-university and his promotor from the partner-university an agreement in English containing the research proposal, how it is to be funded and the names of the promotors. This agreement can contain agreements relating to article VIII (Financial matters).

The agreement should then be approved on the basis of the prevailing regulations at both the home and the partner universities. One of the promotors will be a professor at the home university and the other will be a professor at the partner university.

ARTICLE IV - SUPERVISION OF RESEARCH

The promotors will supervise each candidate's research work. The candidates will conduct research in areas of mutual interest to both universities, as mutually agreed between and stipulated by the respective departments of both universities.

ARTICLE V - PERIOD OF CANDIDATURE

Candidates are expected to complete their requirements for the program within four years. The preparation time for the dissertation or technological design is divided proportionally between the two universities in alternating periods; deviations from this are permitted only if the reasons therefore are stated and approved by the Rector Magnificus of TU/e and the President of <fill in name of university>.

ARTICLE VI - RESIDENCY

Subject to Article V, the Committee will specify the period of residency required in the home and partner universities, in accordance with the requirements of the universities.

ARTICLE VII - REQUIREMENTS

The prevailing degree requirements of the relevant academic departments of both universities will apply for each candidate.

ARTICLE VIII - FINANCIAL AND OTHER MATTERS

a) - Fees

Candidates will continue to pay any required fees, including tuition and research-related fees, to their home university, while they are attached to the partner university. Candidates will be exempted from paying tuition and research-related fees to the partner university.

b) - Research scholarship

Each full-time candidate may be awarded a research scholarship from their home university and will be bound by the terms and conditions of the research scholarship of their home university. The partner university may also make a scholarship available.

c) - International health/medical insurance, accommodation, traveling and living expenses

The cost of insurance, accommodation and travel between home and partner universities and any living expenses incurred by the candidates will be borne by the candidates, or subsidized by the home university or the partner university, depending on agreements made in each individual case.

d) The partner university will help candidates to find accommodation and to apply for a visa. The candidates themselves are responsible for arranging international health insurance and other necessary insurance cover.

e) The supervision of the students will be budget-neutral for both universities.

f) The home or partner university can specify a research budget for a candidate, including the costs of funding the research.

ARTICLE IX - CONTINUATION, WITHDRAWAL, TERMINATION OF CANDIDATURE

The prevailing criteria for continuation, withdrawal and termination of candidatures of the candidate's home university will apply.

ARTICLE X - EXAMINATION - THESIS

Oral defense of thesis

1.

At TU/e, each candidate will undergo a public defense according to TU/e doctorate regulations, i.e. open to a general audience, with elaborate procedure for the conduct of the defense and the composition of the examination panel. The prevailing rules of TU/e apply to this procedure and to the logistical support.

2.

For the public defense at TU/e a doctorate committee will be set up. The doctorate committee will consist of both promotor, other members of the academic staff from each university, and additional independent members from outside both universities, depending on the prevailing rules at TU/e. The Rector Magnificus or another person appointed by the doctorate board will act as chair. If the candidate's oral defense to the doctorate committee is approved, they will be admitted to the defense or presentation at <fill in name of partner university>.

3.

Subsequently the candidate may undergo a second public defense or presentation at <fill in name of partner university> to a public defense panel. The panel will be composed according to the prevailing rules of <fill in name of partner university>. The prevailing rules of <fill in name of partner university> apply to this procedure and to the logistical support.

ARTICLE XI - GRADUATION REQUIREMENTS/CONFERMENT/AWARD OF DEGREE

1.

The prevailing degree requirements of the relevant academic departments of both universities will apply for each candidate. To be awarded the degree, they must pass the doctoral degree examination (written and oral), submit a satisfactory thesis and pass the oral defense examination at TU/e and if needed at the partner university. The thesis will be written and defended in English.

2.

As proof that the doctor's degree has been conferred on the basis of a double doctorate the certificate of the TU/e will include a declaration that the dissertation or technological design has been completed in cooperation with the other university.

3.

The other university will also award a certificate to the successful candidate, which also includes a declaration that the dissertation or technological design has been completed in cooperation with the TU/e.

4.

In the case of a joint doctorate there will be only one certificate with the logo's of both TU/e and the other university.

ARTICLE XII - USE OF INTELLECTUAL PROPERTY

1A.

Ownership of any intellectual property (including but not limited to confidential information, knowhow, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed on the basis of a joint research program undertaken by a candidate during the course of this agreement will be vested jointly in both universities in equal shares.

1B.

Contrary to paragraph 1A of this article, if agreements have been made with third parties on the funding of the doctoral degree program, it is also possible to make a different agreement before the start of the doctoral degree program on the distribution of intellectual property rights.

2.

The universities will have the joint right to determine the commercial exploitation and disposition of such intellectual property and make such joint applications for the registration of the same as they jointly deem necessary.

Neither university will disclose to a third party, license, use commercially, register or otherwise deal in such intellectual property without the prior approval of the other university.

3.

Before any registration or commercialization of any intellectual property takes place, the universities agree to reach a separate written agreement relating to such registration or commercialization, and will include issues such as exploitation rights and revenue sharing.

Any publication in relation to such intellectual property will only be possible with the prior written consent of both universities, such consent not to be unreasonably withheld.

4.

The candidate and the home university may publish any scientific results and findings made during the PhD study, subject to the partner university's approval.

The partner university's approval will not be withheld unless it is of the opinion that its confidential information will be disclosed or any possible protection or registration of the abovementioned intellectual property rights will be prejudiced.

Any material for publication by the home university will be presented to the partner university prior to publication and the partner university will have the right to object to the material on the abovementioned grounds within 30 days of receiving the material.

ARTICLE XIII - EFFECTIVE DATE AND TERMINATION

1.

After being signed by both universities, this agreement will become effective from the <fill in date> day of <fill in month > and will remain in effect for a period of five years. Both universities may at any time review this agreement and the actions taken under it. Modifications to this agreement will be made by mutual consent and confirmed through an exchange of letters. The agreement may be extended by mutual consent of the two parties.

2.

Prior to the expiry of this agreement, either university may terminate the agreement with six months written notice to the other.

3.

In the event of termination of this agreement, all existing candidates who are eligible to complete their candidature should be allowed to proceed, and will be awarded the double or joint doctoral degree on successful completion of the course. If the agreement is terminated prematurely, the board of the <fill in> department at TU/e and the president of <fill in> of the <fill in name of university> must make arrangements for candidates who are enrolled in the program to conclude their program under the terms of this agreement.

ARTICLE XIV - DISPUTE RESOLUTION

Any disputes arising under or in connection with this agreement which cannot be resolved by amicable discussions between the universities will be referred to the President of <fill in> and the Rector Magnificus of TU/e or their nominees for resolving disputes, or may be submitted to an alternative dispute resolution mechanism, as may be agreed in writing between the universities. If this is not successful, the dispute will be settled according to Dutch law by the competent court.

For Eindhoven University of Technology

For

Date:

Date:

Name:

Name:

Rector Magnificus

Position:

Signature

Signature

Annex 1 model Double –doctorates

According to Article III, paragraph 5, of the "Agreement for Double or Joint Doctoral Degree" of TU/e, this document holds the agreement in English containing the research proposal, how it is to be funded and the names of the promotors, including further specifications, as requested by the "Agreement for Double or Joint Doctoral Degree" of TU/e and/or the Doctorate regulations of

ARTICLE I - RESEARCH PROPOSAL

The research project will focus on the

ARTICLE II - NAMES OF THE PROMOTORS

The promotors are:

- 1.
- 2.

ARTICLE III - Committee

The Committee consists of:

ARTICLE IV - FUNDING

The candidate is, a graduate fromand citizen. The candidate is part of the doctorate students of at The candidate will be funded by

ARTICLE V - HOME AND PARTNER UNIVERSITY

According to article II of the "Agreement for Double or Joint Doctoral Degree", ... will be the home university, and will be known as the partner university.

ARTICLE VI - REPLACEMENT OF (CO)SUPERVISOR AND COMMITTEE MEMBERS

If, for some reason, one of the (co)promotors or Committee members can no longer fulfill their role as (co)promotor or Committee member, this person will communicate this to the Committee and will be replaced by a new (Co)promotor or Committee member. The recommendation of the new (co)promotor/new Committee member will be made by the remaining members of the Committee and submitted for approval to the Rector of TU/e and the President of, who will appoint the new (co)promotor or Committee member. This action will be made by mutual consent and confirmed through an exchange of letters.

ARTICLE VII - TIME PERIOD SPENT AT UNIVERSITIES

In agreement with Article V and VI of the "Agreement for Double or Joint Doctoral Degree" of TU/e and rules fixed by, the candidate will spend approximately . months at . and . months at ., depending on the advancement of the research program.

ARTICLE VIII - EXAMINATION - THESIS

The final defense will be performed at Eindhoven University of Technology, while a presentation of the work will be performed at ..

For approval:

Home University:

Partner University:
Eindhoven University of Technology

Prof. dr. ir. F.P.T. Baaijens
Rector Magnificus