Agreement on collaboration regarding double PhD degree

 (Hereinafter referred to as the “Agreement”)

Between

**University of X**

School of X

Address

Country

(Hereinafter referred to as “X”)

and

**The University of Southern Denmark**

The Faculty of Engineering

Campusvej 55

5230 Odense M

Denmark

(hereinafter referred to as “SDU”)

X and SDU are also referred to as “Party” or “Parties” or “Institution” and “Institutions”

 **§ 1 Definitions**

 **Double degree**: As part of a mutually obliging collaboration agreement on PhD training, including the assessment and defence of the thesis, awarding of degrees etc. SDU and X separate diplomas of the award of the PhD degree.

**§ 2 Purpose**

2.1 The purpose of this Agreement is to lay down the terms and conditions for a collaboration regarding the PhD programme and a successful completion and award of PhD degrees to Student X, referred to hereafter as “The PhD Candidate”.

**§ 3 Mandatory National Law and Internal Rules**

3.1 In addition to this Agreement the PhD programme is governed by 1) the Danish Ministerial Order no. 1039 as of 27 August 2013 on the PhD programme and any order replacing it, 2) SDU’s internal rules for PhD programmes for the respective faculty, 3) The national PhD legislation governing X’ PhD programme and 4) X’ internal rules for PhD programmes.

3.2 In case of conflict between the Danish and X’ rules and regulations, the Danish rules and regulations shall prevail, unless the Danish rules are non-mandatory.

**§ 4 Admission and Enrolment**

4.1 The PhD Candidate must apply for admission in accordance with SDUs rules and assessment procedures.

4.2 Admission to the jointly double degree PhD programme is contingent upon both Parties’ screening and approval of the PhD Candidate and the research proposal.

4.3 The main enrolment will be at SDU throughout the entire PhD programme.

4.4 The enrolment will be terminated without further notice on the day of the PhD Candidate’s first submission of the PhD thesis.

4.5. Prior to enrolment this Agreement must be signed.

4.6 The PhD student must apply for admission at X within one month after enrolment at SDU.

**§ 5 Supervision**

5.1 The principal supervisor is Professor X, Center for Energy Informatics, The Maersk Mc-Kinney Møller Institute, The Faculty of Engineering, SDU. The main supervisor at X is Professor Y, School of Economics and Management, X.

5.2 The co-supervisors are Z, Center for Energy Informatics, The Maersk Mc-Kinney Møller Institute, The Faculty of Engineering, SDU and ZZ, School of Economics and Management, X.

5.3 Each Party is entitled to replace its supervisor(s) if the supervisor(s) for any reason becomes unavailable to supervise the PhD Candidate. The Party shall notify the other Party without undue delay and shall ensure that the new supervisor(s) has the expertise and knowledge needed for supervising the PhD Candidate.

5.4 The Parties agree that the supervisors shall be jointly responsible for the supervision of the PhD Candidate’s PhD programme, and shall strive to agree on major elements of the PhD programme. However, in case of disagreement which cannot be solved through dialogue between the supervisors, the principal supervisor makes the final decision.

**§ 6 Time Schedule**

6.1 The PhD Candidate will be enrolled as a PhD Student at SDU on December 15, 2019 and must hand in the PhD thesis latest on December 14, 2022 (3 years after enrolment).

6.2 The PhD Candidate must spend research periods at SDU of such a length that the PhD Candidate can fulfil any obligations that the PhD Candidate may have according to Danish and SDU’s rules and regulations, the Individual PhD Candidate Agreement and the employment agreement that the PhD student has with SDU.

6.3 The PhD Candidate shall spend research periods at both Parties and at least nine (9) months at X.

6.4 The supervisors and the PhD Candidate may agree to make minor adjustments to the research periods in Clause 6.3 if this is suitable for implementation of the PhD Candidate’s PhD programme.

**§ 7 Financing**

7.1 The PhD student will be employed by SDU. [Clause on how funding is spent e.g. to cover salary and any additional expenses related to the PhD student.]

7.2 Salary and employment conditions are regulated by the Danish collective agreement in force.

7.3 The PhD student is responsible for covering expenses for insurance.

7.4 Expenses for travels and accommodation are regulated by SDU rules.

**§ 8 Assessment**

8.1 SDU shall make regular assessments of whether the PhD Candidate follows the PhD plan.

8.2 The principal supervisor will provide a written statement, which after discussions with the PhD Candidate states 1) that the PhD Candidate follows the PhD plan or 2) which adjustments that must be carried out in order for the PhD Candidate to follow the PhD plan. The co-supervisor(s) will receive a copy of such statement and will have the opportunity to comment on it.

8.3 The PhD Candidate is given 2 weeks to comment on the supervisors’ statement and comments.

8.4 If SDU, despite any adjustments that have been made, assesses that the PhD Candidate does not follow the PhD plan, the PhD Candidate will be given three (3) months to rectify. SDU will make a new assessment after the lapse of the three (3) month period.

8.5 If SDU’s new assessment is negative, the enrolment of the PhD Candidate will cease. The employment as a PhD Research Fellow with SDU will cease at the same time as his/her enrolment ceases.

**§ 9 Submission of PhD Thesis**

9.1 The PhD thesis must be submitted no later than December 14, 2022. The PhD thesis shall be submitted in English.

9.2 The PhD thesis must be submitted in 10 copies and an abstract in Danish and English must be submitted along with the PhD thesis.

9.3 At the time of the PhD Candidate’s submission of the PhD thesis the principal supervisor in cooperation with the co-supervisor(s) must submit a statement regarding the fulfilment of the joint PhD programme detailing completion of the PhD plan’s separate parts. If the principal supervisor states that the PhD programme has not been satisfactorily fulfilled, the PhD Candidate will be informed and will be given at least two (2) weeks to comment on the principal supervisor’s statement.

9.4 The Parties will take the principal supervisor’s statement, the PhD Candidate’s comments and the regular assessments into due consideration when assessing the satisfactory fulfilment of the joint PhD programme.

9.5 If the Parties assess that the jointly supervised PhD programme has been satisfactorily fulfilled, then the PhD thesis can be assessed by an assessment committee.

9.6. In case the Parties disagree on the assessment mentioned in clause 9.5, the assessment made by the principal supervisor and SDU shall prevail.

**§ 10 Assessment Committee**

10.1 The assessment committee shall be appointed by SDU and shall be composed of three (3) members who shall be recognized researchers within the relevant field of which two (2) shall be external (meaning they shall not be employed with SDU or X). SDU appoints one of the members as chairman and the chairman must be employed at SDU.

10.2 None of the supervisors can be members of the assessment committee, but the principal supervisor at SDU and the main supervisor at X will assist the assessment committee without voting rights.

10.3 The PhD Candidate must be informed of the composition of the assessment committee. The PhD Candidate can object to the appointment of the individual members of the assessment committee within a week of being notified of the composition.

10.4 No later than two (2) months after the submission of the PhD thesis and two (2) weeks before the PhD defence, the assessment committee must submit to SDU a written recommendation stating whether the PhD thesis is suitable for defence or not. SDU will send a copy of the recommendation to X.

10.5 In the event the assessment committee deems the PhD thesis not suitable for defence, the assessment committee in its recommendation will state whether the PhD thesis can be submitted again in a revised edition within a certain timeframe. The PhD Candidate and the principal supervisor shall have an opportunity to comment on the assessment committee’s recommendation.

10.6 In the event the assessment committee deems the PhD thesis not suitable for defence SDU must make one of the following decisions based on the assessment committee’s recommendation and the PhD student’s and the principal supervisor’s comments, if any:

1) that the defence of the thesis may not take place

2) that the PhD thesis may be resubmitted in a revised version within a deadline of at least three months. If the PhD thesis is resubmitted it must be assessed by the same assessment committee unless special circumstances apply.

3) that the PhD thesis must be submitted for assessment by a new assessment committee.

SDU will send a copy of the decision to X.

**§ 11 Public Defence**

11.1 The PhD thesis shall have a single defence and the thesis shall be defended in English. The defence shall be public and at SDU. The public defence shall be performed in accordance with all applicable rules and procedures of SDU for SDU to award a PhD degree.

11.2 The defence must take place no later than three (3) months after submission of the PhD thesis. The defence will be chaired by a member of staff at SDU on at least associate professor level.

11.3 Following the PhD defence, the assessment committee makes the final assessment report and recommends whether the PhD Candidate should be awarded the PhD degree or not. This report must be submitted to the awarding Institutions no later than three (3) months after the submission of the PhD thesis.

**§ 12 Diploma**

12.1 Based on the double degree PhD programme SDU and X will each issue a PhD diploma to the PhD Candidate.

12.2 As is also stated in clause 11.1 SDU can award a PhD degree only if the PhD thesis has been assessed according to Danish rules and procedures.

12.3 The degree awarded from SDU will be: The PhD Degree in Engineering Science and the degree awarded from X will be: [Name of X degree]

**§ 13 Intellectual Property Rights**

13.1 Intellectual property rights (IPR) shall be governed by the separate collaboration agreement. Ap

13.2 The PhD student must state both X and SDU as affiliation on all academic publications, including the PhD dissertation.

**§ 14. Term and Termination**

14.1 This Agreement shall enter into force upon signature and shall expire upon completion of the PhD programme, regardless of the result. Unless the PhD Candidate’s enrolment is terminated this Agreement shall be non-terminable.

**§ 15. Governing Law and Disputes**

15. 1 This Agreement shall be governed by the laws of Denmark, without regard to any choice-of-law principles. Any disputes between the Parties arising out of or in connection with this Agreement shall be exclusively settled by the Danish courts.

**16. Miscellaneous**

16.1 Any amendment or modification of this Agreement must be in writing and signed by authorised representatives of the Parties.

16.2 None of the Parties may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party.

**17. Exhibits**

English versions of:

Exhibit 1: The Danish Ministerial Order no. 1039 as of 27 August 2013 on the PhD programme

Exhibit 2: The internal rules of the Faculty of The Faculty of Engineering, SDU

Exhibit 3: Country of X Ministerial order

Exhibit 4: X internal rules

Exhibit 5: Collaboration agreement

**18. Signatures**

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| --- | --- | --- |
| **For X** |  | **for SDU/The Faculty of Engineering, SDU**  |
| Date:  |  | Date:  |
|  |  |  |
| Name and title [Vice-Chancellor OR Dean]  |  | Name and title [Vice-Chancellor OR Dean]  |
|  |  |  |
| Date:  |  | Date:  |
|  |  |  |
| Name and title Head of the PhD School  |  | Peter Møller Juhl, Head of the PhD School |

*The following persons are not parties to the Agreement but hereby declare to have read and understood the contents of the Agreement*

|  |  |  |
| --- | --- | --- |
| Date:  |  | Date:  |
|  |  |  |
| Supervisor at X |  | Principal Supervisor at SDU  |

|  |  |  |
| --- | --- | --- |
|  |  | Date:  |
|  |  |  |
|  |  | PhD candidate name |
|  |  |  |