Agreement on collaboration regarding double PhD degrees

*Main enrolment at the University of Southern Denmark*

(Hereinafter referred to as the “Agreement”)

Between

**University XX**

(Hereinafter referred to as “XX”)

and

**The University of Southern Denmark**

Campusvej 55

5230 Odense M

Denmark

(hereinafter referred to as “SDU”)

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

**§ 1 Definition**

**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 XX University each issue a diploma of the award of the same PhD degree.

**§ 2 Purpose**

2.1 The purpose of this Agreement is to lay down the terms and conditions for international joint supervision of PhD programmes and award of double PhD degrees to PhD Candidates. The primary

goal of establishing collaborating PhD programmes is to strengthen the PhD programmes’ international academic profiles.

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

3.1 In addition to this Agreement and the Individual PhD Candidate Agreements 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) [to be inserted] and 4) XX’s internal rules for PhD programmes.

3.2 In case of conflict between the Danish and XX rules and regulations, the Danish rules and regulations shall prevail.

**§ 4 Admission and Enrolment**

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

4.2 Admission to the joint 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 and the Individual PhD Candidate Agreement must be signed. The Individual PhD Candidate Agreement lays down all the specifics regarding the individual PhD programme, hereunder names of supervisors, PhD research proposal, budget and financing, stays at XX and SDU, the assessment and defence of the thesis and the awarding of the degree.

**§ 5 Supervision**

5.1 The principal supervisor must be appointed and employed by SDU.

5.2 XX will appoint a co-supervisor.

5.3 Each Party shall be entitled to appoint additional co-supervisors. Such additional co-supervisors shall be approved by the Parties.

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 shall spend research periods at both Parties according to the Individual PhD Candidate Agreement.

6.2 The research periods in Denmark must at least be 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 any employment agreement that the PhD student may have with SDU.

**§ 7 Financing**

7.1 The Parties must agree on the financing of the PhD programme, including the PhD Candidate’s salary, running project expenses, tuition etc., before the PhD Candidate is enrolled. The budget will be attached in the Individual PhD Candidate Agreement.

7.2 The PhD Candidate’s travelling between the Parties shall be addressed in the budget.

7.3 The PhD Candidate shall be responsible for own expenses, including living expenses, accommodation and insurance.

7.4 The Parties must bear the costs of prolongation of the PhD programme due to the PhD Candidate’s parental leave or long-term illness proportionately according to each Party’s contribution according to the budget. E.g. if the Parties share the costs of the PhD programme 50/50, then the prolongation costs must also be shared 50/50 by the Parties.

**§ 8 Assessment**

8.1 In cooperation with XX University 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 a deadline of 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. If the PhD Candidate is employed as a PhD Research Fellow with SDU his/her employment 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 on the date specified in the enrolment letter and the Individual PhD Candidate Agreement. The PhD thesis shall be submitted in English.

9.2 The PhD thesis must be submitted in the form and number as specified in the Individual PhD Candidate Agreement and according to internal SDU rules. An abstract in Danish and English must be submitted along with the PhD thesis. It is possible to submit an abstract in a third language as well.

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 joint 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 five (5) 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 XX). 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 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 a written recommendation stating whether the PhD thesis is suitable for defence or not.

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.

**§ 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 at SDU or XX. Public defence shall be performed in accordance with all applicable rules and procedures of SDU in order 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 an member of the scientific staff at SDU at minimum 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 Institution(s) no later than one (1) week after the PhD defence.

**§ 12 Diploma**

Double degree

12.1 Based on the double degree PhD programme SDU and XX University 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.

**§ 13 Intellectual Property Rights**

13.1 Without prejudice to clause 13.3 and 13.4 below any and all inventions, results, information, data, methods, processes, software and materials and any intellectual property rights pertaining thereto, which is identified or first reduced to practice or writing by the PhD Candidate while working at SDU, shall be the exclusive property of SDU.

13.2 Without prejudice to clause 13.3 and 13.4 below any and all inventions, results, information, data, methods, processes, software and materials and any intellectual property rights pertaining thereto, which is identified or first reduced to practice or writing by the PhD Candidate while working at XX shall be the exclusive property of XX.

13.3 Intellectual property rights (IPR) created jointly by the staff of the Parties shall be jointly owned by the Parties pro rata to their intellectual contribution. If the respective contributions of the Parties cannot be documented, the IPR shall be owned by the Parties in equal shares. All forms of disposal of jointly owned IPR shall require agreement between the Parties.

13.4 Copyright in the PhD thesis shall belong to the PhD Candidate.

**§ 14. Term and Termination**

14.1 This Agreement shall enter into force upon signature.

14.2 This Agreement may be terminated at any time by any of the Parties by giving three (3) calendar months written notice to the other Party. Any such termination shall be without prejudice to any obligations of the Parties already accrued prior to such termination.

**§ 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.

**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**

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

Exhibit 2: The internal rules of the Faculty of XX, SDU.

Exhibit 3: XX rules

Exhibit 4: XX internal rules

**18. Signatures**

|  |  |  |
| --- | --- | --- |
| **For XX** |  | **for SDU/Faculty of XX, SDU** |
| Date: /20 |  | Date: /20 |
|  |  |  |
| Name and title |  | Name and title [Vice-Chancellor OR Dean] |
|  |  |  |
|  |  | Date: /20 |
|  |  |  |
|  |  | Head of the PhD School |
|  |  |  |

**Exhibit 1 +2+3+4**