



Toelichting bij de modelovereenkomst joint doctoral degree Universiteit Leiden

Wat is een joint doctoral degree?

- Een joint doctoral degree is een gezamenlijk doctoraatsdiploma. De voorbereidingen van het doctoraat gebeuren aan twee of meer instellingen voor wetenschappelijk onderwijs, maar er wordt één doctoraatsdiploma uitgereikt door de partneruniversiteiten gezamenlijk.
- Sinds 1 juli 2010 is een joint doctoral degree mogelijk (Art. 7.18, lid 6 van de WHW).
- Als er sprake is van een joint doctorate van een Nederlandse en een buitenlandse instelling ontvangt de Nederlandse universiteit de gehele promotiepremie. De feitelijk promotie moet dan wel in Nederland plaatsvinden.
- Bij een joint doctoral degree geldt het promotiereglement van de Universiteit Leiden onverkort.

Wanneer kan een joint doctoral degree worden verleend?

- Een joint doctoral degree kan worden verleend indien er bij de voorbereiding van een doctoraatsproefschrift een substantiële samenwerking is tussen twee of meer instellingen voor wetenschappelijk onderwijs en/of onderzoeksinstituten. De samenwerking is vastgelegd in een overeenkomst tussen de instellingen en de kandidaat.

Waarom moet een overeenkomst worden opgesteld?

- Door onderlinge afspraken in een overeenkomst vast te leggen wordt, zowel voor de kandidaat als voor de partnerinstellingen, vanaf het begin duidelijk wie welke verantwoordelijkheden draagt, hoe de samenwerking vorm zal krijgen en waar de verdediging van het proefschrift zal plaatsvinden.
- De bijgaande modelovereenkomst is bedoeld als richtinggevend, door aanpassingen aan te brengen kan maatwerk worden geleverd.

Wanneer wordt een overeenkomst opgesteld?

- Een overeenkomst wordt idealiter opgesteld bij de start van het promotieproject, doch uiterlijk een jaar na aanvang van het promotieproject.

Door wie wordt de overeenkomst getoetst en getekend?

- De overeenkomst wordt voorgelegd aan de dean van de Graduate School van de faculteit voor een inhoudelijke en financiële toetsing.
- De overeenkomst wordt ter goedkeuring voorgelegd aan het College voor Promoties.
- De overeenkomst wordt getekend door de kandidaat, de supervisor(s) en door een vertegenwoordiger van de betrokken universiteiten.



Joint Doctoral Degree Modelovereenkomst

Co-operation Agreement Joint Doctorate

The following parties

[for each partner]:

The University <name>,
represented by <name>

and

Universiteit Leiden,
represented by Prof.dr. P.F. van der Heijden, President & Rector Magnificus

and

mr. /ms. <first name> <name>,
[For candidates from Universiteit Leiden: <name Research Institute>]
hereinafter 'the doctoral candidate'

hereinafter, the afore-mentioned shall be referred to jointly as 'the Parties',

have,

Account being taken of the Regulations concerning the obtaining of the academic degree of doctor at the <name partner institution>, approved by the on <date>;
In view of the provisions of the Dutch Higher Education and Research Act (Wet op het hoger onderwijs en wetenschappelijk onderzoek, WHW), and in particular article 7.18;
Account being taken of the Leiden University PhD Regulations, laid down by order of the Doctorate Board,

agreed the following:

Article 1. Subject: joint supervision and awarding of a doctoral degree

The partner institutions agree that they shall be jointly responsible for the educational programme of the doctoral candidate, the supervision of his/her doctoral research and thesis, and the jointly awarding of the doctoral degree.



The doctoral candidate's personal information:

Name and initials:
Date of birth:
Place of birth: <town>, <country>
Nationality:

Article 2: Designation of a home institution

For the doctoral candidate in this agreement, the home institution, responsible for overall administration, is <name partner institution>.

Article 3. Subject of the doctoral dissertation

The subject of the doctoral dissertation shall be:

Article 4. Supervision of the doctoral candidate

The doctoral candidate's supervisors shall be:

[for each partner institution]
At the <name partner institution>
Name:
Academic unit:
Position:.....

At Universiteit Leiden:
Name:
Faculty:
Research Institute:
Position:.....

The supervisors agree to advise the doctoral candidate and perform their roles and responsibilities as thesis supervisor in accordance with the regulations in force in their respective institutions.

Article 5. Admission to the doctoral programme

The doctoral candidate has received permission to enrol in the doctoral programme of the relevant partner institutions:

from the university <name> on <date>

from Universiteit Leiden on <date>



Article 6. Content of the doctoral programme

The content of the doctoral educational programme shall be described in annex 1, which is part of this agreement.

Article 7. Start and duration of the doctorate

Registration of the doctoral candidate for doctoraal studies under joint supervision takes effect on <specify date>. The period of the doctoral research, including the writing of a doctoral dissertation lasts <number of months>. If necessary, the period may be extended by mutual consent, account being taken of the applicable regulations at each partner institution.

Article 8. Residence and research periods

The doctoral candidate shall spend substantial research periods in at least two [in the case of two partners: 'both'] of the partner institutions. The delineation of the research periods shall occur by mutual consent between the doctoral candidate and the supervisors, taking into account the needs of the research and the circumstances of the doctoral candidate. A timetable outline is set out in Appendix x of this agreement. Variations to the timetable will be agreed upon between the doctoral candidate and the supervisors.

The doctoral candidate shall be registered by the partner institutions where he/she will take residence, according to their respective rules and regulations.

Article 9. Doctoral dissertation

The doctoral dissertation shall be written in <language>.
A translation of the title and a summary of the contents shall be written in <language>.

Article 10. Committee for the doctoral examination

The examination committee for the doctoral examination (doctoral dissertation and defence of the dissertation) shall be composed by mutual consent of the partner institutions. At least one of the members of the committee is external to the partner institutions.

Article 11. Defence of the doctoral dissertation

The public defence of the doctoral dissertation shall take place in <language> at Leiden University.



Article 12. Awarding of the degree

In the event that the doctoral candidate passes the joint doctoral examination, the partner institutions shall award him/her one joint doctor's degree diploma, officially recognized by all partner institutions.

The doctor's degree diploma will be drawn up by Leiden University and shall be signed by the representative of <name universities involved>.

Article 13. Additional financial arrangements

Contributions to the expenses of the doctoral candidate that are related to the doctoral programme and/or to the doctoral defence, shall be discussed and agreed upon by mutual written consent of all Parties.

Financial arrangements shall be described in annex 2, which is part of this agreement.

Article 14. Insurance

The doctoral candidate shall comply with the obligation to take the necessary steps to be sufficiently covered by international health insurance and other necessary insurance cover.

Article 15. Intellectual property rights

Intellectual property (IP), including but not limited to (confidential) information, knowledge, results, findings, know how, whether they can be protected or not by intellectual or industrial property rights (such as patent rights), except copyrights on scientific publications, developed on the basis of a joint program undertaken by a candidate during the course of this agreement, belongs to the university where the candidate has generated the IP.

When the IP is generated by two or more partner institutions such that the IP cannot be separated and attributed to one of them, then the partner institutions will have joint ownership in equal shares, unless otherwise agreed upon.

Contrary to paragraph 1 and 2 of this article, if agreements have been made with third parties on the funding of the doctoral degree programme and related IP, Parties shall make a different agreement on the distribution of IP, before the start of the doctoral degree programme. The Parties have informed each other about such agreements before signature of this joint doctorate agreement and shall not conclude such agreements during this joint doctorate agreement without first consulting the other Party/Parties.

In case of joint ownership of IP the partner institutions will have the joint right to determine the commercial exploitation and disposition of such IP and make joint applications for the registration on the same as they jointly deem necessary. Neither Party will disclose to a third party, nor to Parties not relevant to the IP, license, use commercially, register or otherwise deal in such IP without the prior approval of the other partner institution(s). Before any registration or commercialization of any intellectual property takes place, the partner institutions agree to reach a separate written agreement relating to such registration or commercialization, and will include issues such as exploitation rights, revenue sharing and cost sharing. Any publication in relation to such IP will only be possible with the prior written consent of all partner institutions; such consent shall not be unreasonably withheld.



Article 16. Doctoral regulations

By signing this agreement, the doctoral candidate and the supervisors pledge to act in accordance with the doctoral regulations enforced at each of the partner institutions. In the event of contradictory stipulations, the doctoral regulations of the home university shall apply.

Article 17. Dispute resolution

Any disputes arising under or in connection with this agreement which cannot be resolved by amicable discussions between the Parties or mediation by the Dean, shall be resolved by the competent court of the home institution.

Article 18. Requirement for satisfactory progress

Continued registration for the doctoral degree, as defined in this agreement, depends on the doctoral candidate making satisfactory academic progress, as defined in the academic regulations of the universities involved. Should any concerns arise, consultation will take place involving both supervisors before the normal procedures at the involved universities are invoked.

Article 19. Enforcement and termination of the agreement

This agreement shall take effect on <date> and shall end the day after the doctoral degree has been awarded.

The present agreement can be terminated

- by mutual consent of all Parties involved;
- by the doctoral candidate, in writing, giving a summary of the reasons for the decision;
- by either university, should the candidate be in serious and ongoing breach of the regulation of the university;
- by either university, if the doctoral candidate fails to make satisfactory academic progress and the normal procedures of the university for dealing with the problem have not been effective.

Before termination of the agreement is contemplated, there must be consultation between the Parties. If this agreement is terminated, barring any agreement to the contrary, the unspent portion of any financial aid obtained from an external body must be reimbursed to that body.

Date:....

Mr./Ms.<name candidate>,
Doctoral candidate



Universiteit Leiden

Joint Doctoral Degree

Date:....

[representative partner institution]

<name>

<position><name institution>

.....



Universiteit Leiden

Joint Doctoral Degree

Date:....

Prof.dr. P.F. van der Heijden,
President & Rector Magnificus Universiteit Leiden

.....



Universiteit Leiden

Joint Doctoral Degree

SEEN AND AGREED

Date:...

<name>,
supervisor <name partner institution>

.....



Universiteit Leiden

Joint Doctoral Degree

SEEN AND AGREED

Date:...

<name>,
supervisor <name partner institution>

.....