Partnership agreement governing
the joint supervision and awarding of a doctorate diploma
between Vrije Universiteit Brussel and KU Leuven

Between
Vrije Universiteit Brussel, Pleinlaan 2, 1050 Elsene (Belgium),
hereinafter referred to as ‘VUB’,
represented by Prof. dr. Caroline Pauwels, Rector,
and
KU Leuven, Oude Markt 13, 3000 Leuven (Belgium),
hereinafter referred to as ‘KU Leuven’,
represented by Prof. dr. Rik Torfs, Rector,
jointly referred to as the ‘the partner institutions’

and
- Mr Romain Wibaut, hereinafter referred to as ‘the PhD candidate’,

in which the aforementioned parties are jointly referred to as ‘the parties’,

and in due observance of the following:
- the Codex Higher Education, codified on 11 October 2013;
- the resolution of the Flemish Government of 12 December 2014 for the stipulation
  of the form of degrees and the content of the accompanying degree supplement
  form issued by the institutions of higher education in Flanders, and in particular
  appendices 5 and 6;
- the Regulation concerning the attainment of doctoral degrees at the KU Leuven,
  approved by the Academic Council on November 25, 2014 and having become
  operative on May 1, 2015.
- the Regulations regarding the Conferment of PhD degrees of Vrije Universiteit
  Brussel, approved by the academic council the on 5 October 2015;
- the readiness on the part of professors Ine Wouters and Thomas Coomans to
  assume supervision of the joint doctorate in execution of the present agreement;

the following has been agreed:

Article 1 – JOINT SUPERVISION AND THE AWARD OF A DOCTORAL DEGREE

The partner institutions hereby agree that they shall assume joint responsibility for the
supervision of the PhD candidate’s doctoral research project, the organisation of the
doctoral examination and the award of a doctoral degree.

PhD candidate’s personal details:
Surname and first name: Wibaut Romain
Date of birth: 01.10.1993
Place of birth: Etterbeek
Nationality: Belgian
Official address (for correspondence): Clos des Fuchias 8, 1190 Vorst
E-mail address: Romain.Wibaut@vub.ac.be
**Article 2. – SUPERVISION OF THE PhD CANDIDATE**

The PhD candidate shall be supervised by the following supervisors:

- At Vrije Universiteit Brussel:
  - Name: Wouters Ine
  - Faculty or Department: Faculty of Engineering: Department of Architectural Engineering
  - Position: Hoofddocent

- At KU Leuven:
  - Name: Coomans Thomas
  - Faculty or Department: Faculty of Engineering Science: Department of Architecture
  - Position: Hoogleraar

The two PhD supervisors undertake to assume fully their responsibilities as the PhD candidate’s supervisors, which includes holding consultations when required so as to be able to assess the progress being made in the research project.

**Article 3. – HOME INSTITUTION**

Vrije Universiteit Brussel will act as home institution.¹ KU Leuven will therefore act as partner institution.

**Article 4. – ADMISSION TO DOCTORAL STUDIES – DOCTORAL THESIS SUBJECT**

The PhD candidate has been admitted to the doctoral programme by both partner institutions:

- At the home institution:
  - admission to the doctoral programme in Engineering Sciences
  - starting from academic year: 2016-2017

- At the partner institution:
  - admission to the doctoral programme in Engineering Science
  - on the following date / starting from academic year: 13/02/2017

The subject of the doctoral thesis is:

*Construction of church roofs in Belgium (1830s-1940s): compromise between progressive construction technologies, aesthetic theories, and conservative ideologies in international perspective*

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¹ Characteristics of the home institution are: a) Funding: the institution who funds (most of) the doctoral project or the institution to which the supervisor belongs under whose authority the application of the external funding occurred; b) Presence: the institution where most of the doctoral research takes place, where the PhD candidate will spend most of his/her working hours; c) Start: the institution where the doctoral research was initiated, where the doctoral candidate first registered. If these criteria are not sufficient to distinguish between the two partners, the home institution will be designated by common consent. The home institution is the institution where the tuition fees are due (art. 5), where the requirements of the doctoral training programme must be met (art. 6), where the public defense will take place (art.15) and where the diploma will be made (art.16).
Article 5. – ENROLMENT AND REGISTRATION FEES

Each academic year, the PhD candidate is required to (re-)register as a PhD student at both partner institutions.
He is required to pay the fixed registration and tuition fees at the home institution and will be exempt of similar fees at the partner institution.

Article 6. – DOCTORAL TRAINING PROGRAMME

The PhD candidate must meet the requirements of the doctoral training programme of the home institution. The PhD candidate will be exempt from completing a compulsory doctoral training programme in the partner institution, taking into account the minimum requirements for KU Leuven as follows:

- The PhD candidate has at least one accepted international peer reviewed publication
- The PhD candidate has actively participated (via an oral presentation or poster) in at least one international congress
- The PhD candidate gives at least one oral presentation during his research stay at KU Leuven
- The PhD candidate follows the training on scientific integrity offered at KU Leuven or an equivalent training at the partner university

The PhD candidate will, in any case, be entitled to participate in the doctoral training programme at both institutions according to the relevant regulations.

Article 7. – RESEARCH AT PARTNER INSTITUTION

The PhD candidate shall spend alternate or consecutive research periods at both partner institutions. The research periods are to be agreed following consultation between the PhD candidate and the supervisors. The supervisors shall see to it that the PhD candidate spends a minimum of 6 months of research at each of the partner institutions.

Article 8. – FINANCIAL PROVISIONS

Any contribution towards the costs related to periods of research spent at the partner institution, attendance of national and international conferences, the organisation of the PhD defence, and other costs specific to the PhD programme shall be discussed and determined in mutual agreement between the supervisors from the partner institutions.

Article 9. – INSURANCE COVER

The PhD candidate undertakes to take all necessary steps in order to arrange health insurance. Through the annual enrolment as PhD student, s/he is covered against physical injuries and third party liability whilst performing his/her duties within the framework of the doctoral research project at the two partner institutions.

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2 Delete the sentence if not applicable, e.g. if there is no compulsory doctoral training programme in the home institution.
Article 10. – Insurance cover 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 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 Vrije Universiteit Brussel:  For KU Leuven :
KTI - Knowledge & Technology Transfer KU Leuven Research & Development
Interface  Waaistraat 6 – box 5105
Building M, 4th floor 3000 – LEUVEN
Pleinlaan 2 3ld.ip@kuleuven.be
1050 Brussel
tel. (+32 2) 629.22.07 lrd.ip@kuleuven.be
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 11. — 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 12. — 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 13. — LANGUAGE**

The doctoral thesis shall be written in English.

The defence of the doctoral thesis is to take place in English.
Article 14. – Examination board for the Doctoral examination

The examination board set up for the doctoral examination shall be designated by the rectors of both partner institutions, in accordance with their regulations.

The examination board has preferably an international character and shall, among others, consist of members from each institution. The supervisors from both partner institutions are part of the examination board, but they cannot act as its chair.

Article 15. – Doctoral thesis defence

The public defence of the doctoral thesis shall take place at VUB and is recognised by all institutions involved.

A private defence will be organized prior to the public defence at KU Leuven.

A transcript of the board’s deliberation report shall be transmitted to the authorities responsible within each of the partner institutions for the student and diploma administration.

Article 16. – Award of the degree

In conformity with the regulations in force within each institution and on the basis of a favourable report from the examination board, the two institutions undertake to award a joint doctoral degree to the successful candidate, recognised by both institutions:

Doctor in de Ingenieurswetenschappen (Doctor of Engineering) from the home institution

and

Doctor of Engineering Science (PhD): Architecture from the partner institution

The diploma will be composed by the home institution and will be signed by the rectors of both institutions.

Article 17. – Validity of the agreement and settlements of disputes

By signing this agreement the parties declare to act according to the PhD regulations in force in each of the partner institutions, both the central regulations and regulations of the relevant faculty and/or doctoral school.

In the event of conflicting stipulations the regulations of the home institution shall take precedence.

In the event of dispute between the partners that may affect the continuation of the doctoral research, the rectors or their delegates will mediate.

This agreement shall be governed by Belgian law. Any disputes which may not be settled amicably shall be submitted to the competent courts of the place of the home institution’s headquarters.

This agreement shall automatically be terminated if the contractual relationship or cooperation between doctoral candidate and one of the partner institutions is terminated. In this case the other partner institution will not be entitled to any form of compensation.
Article 18. - Commencement and Validity of the Agreement

The present agreement shall take effect on 13/02/2017 and shall expire the day after awarding the doctoral diploma.

Drawn up in Leuven in 3 original copies, 14/02/2017,

For Vrije Universiteit Brussel

Prof. dr. Caroline Pauwels
Rector

For KU Leuven

Prof. dr. Rik Torfs
Rector

For acknowledgment
Prof. dr. Ine Wouters,
Supervisor

For acknowledgment
Prof. dr. Johan Martens
Research Co-ordinator, Science, Engineering & Technology

For acknowledgment
Prof. dr. Thomas Coomans
Supervisor

Mr. Romain Wibaut,
PhD candidate

Joint PhD Agreement - Flemish universities