Agreement for joint supervision of doctoral studies with the award of a double doctoral degree (Cotutelle)

between

University of Groningen (Rijksuniversiteit Groningen)
Broerstraat 5, Groningen, the Netherlands,
represented by her President
Prof. Dr. Sibbrand Poppema

Hereinafter referred to as ‘the University of Groningen’

and

Vrije Universiteit Brussel
Pleinlaan 2, 1050 Elsene, Belgium
represented by her Rector
Prof. dr. Caroline Pauwels

Hereinafter referred to as ‘VUB’

Jointly referred to as the ‘partner institutions’

for

Tom De Winter
Hereinafter referred to as ‘the PhD student’

According to

- the Codex Higher Education, codified on 11 October 2013;
- the Flemish Higher Education Code (Codex Hoger Onderwijs) of 20 December 2013;
- the Flemish Government’s decision of 12 December 2014 establishing the form of the diplomas and the content of the accompanying diploma supplement awarded by institutions of higher education in Flanders;
- the Central Regulations regarding the Conferment of PhD degrees of the VUB, approved by the Academic Council on 5 October 2015;
- the Regulation on Valorisation of the VUB, approved by the Board of Directors on 2 June 2015;
- the Dutch Higher Education and Research Act (WHW, Wet op het hoger onderwijs en wetenschappelijk onderzoek);
- the PhD Regulations of the University of Groningen (Promotiereglement);
in furtherance of their common aim of stimulating international cooperation and promoting mobility of researchers, the parties agree to the following agreement for the joint supervision and the award of a double doctoral degree under their common responsibility.

**ARTICLE 1 PhD student**

VUB and the University of Groningen have given admission to Tom De Winter (born on March 24, 1986 in Belgium, nationality: Belgian) for the preparation of a doctoral dissertation, under the joint responsibility of both signatory institutions.
The subject of the doctoral dissertation is the following: “Partner Relationships in a Mobile Europe”

**ARTICLE 2 Enrolment and Period**

The PhD student shall enrol at both institutions every year of the PhD under joint supervision until the year of defence.
At VUB the PhD student was admitted to the doctoral programme on ‘social sciences – sociology’ from the academic year 2013-2014 onwards.
At the University of Groningen the PhD student is registered as a PhD-student from 1-9-2017 until the doctoral degree is awarded.
The thesis defence is planned to take place during the year 2019. An extension of duration should be exceptional and shall take place only after approval by both academic institutions. Any demand for such an extension must be submitted by the thesis supervisors before the end of 2019 and will be dealt with according to the local regulations.

**ARTICLE 3 Mobility schedule and plan of studies**

The PhD student is required to spend at least 6 months of research at each of the institutions which will be divided in short stays at NIDI/RUG summing up to a total of six months over the PhD period as has been already effectuated.

**ARTICLE 4 Registration and tuition fees**

The PhD student will have to comply with the registration and PhD procedures of both academic institutions. No tuition fees are charged for PhD studies at the University of Groningen. The PhD student shall pay the enrolment fees stipulated by VUB for the doctoral programme to VUB: this is once upon first registration, and once in the year of defence.

**ARTICLE 5 Supervision**

The PhD student shall perform research and write the thesis under joint supervision of Professor Helga de Valk (University of Groningen) and Professor Hadewijch Vandenheede (VUB). Both supervisors will ensure that the progress of the PhD student is followed in accordance with the conditions of the partner universities. They will consult regularly on the research progress of the PhD student. The supervision is equally divided between both institutions. Each institute will invest 50% of the allotted time for supervision. The daily supervision and scientific mentoring resides with the supervisor located where the research work is being undertaken at that particular moment.

**ARTICLE 6 Rights and duties**

At VUB, the PhD student will be part of the research group Interface Demography and benefit of the same rights and fulfill the same duties as other temporary or permanent members of this group. An adequate workspace and computer will be made available for him to work on.
At the University of Groningen, the PhD student will be a member of the Graduate School of Spatial Sciences. He will benefit of the same rights and duties as other temporary or permanent members of this institute in terms of funding. An adequate workspace and computer will be made available for him to work on.
The PhD student must meet the requirements of the doctoral training programme of the University of Groningen. The PhD student will be exempt from completing a compulsory doctoral training programme in the University of Groningen; however, the following minimum requirements need to be taken into account:

- The PhD candidate has at least one accepted international peer reviewed publication as main author;
- 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 to the supervisory committee during his research stay at the University of Groningen;
- The PhD candidate follows the training on scientific integrity offered at VUB or an equivalent training at the partner university;

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

ARTICLE 7 Domicile, insurances and accommodation

The PhD student shall establish a domicile according to the agreed mobility schedule (appendix I). He is expected to account for his own accommodation. The PhD student is required to cover, at his own expense, adequate travel, social and medical insurance and a personal liability insurance for the entire period of his stay in the Netherlands and Belgium. It is strongly advise to include accident insurance. Through the annual enrolment as PhD student, he is covered against physical injuries and third party liability whilst performing his duties within the framework of the doctoral research project at the VUB.

ARTICLE 8 Associated expenses

Contributing to the expenses of the PhD student who is conducting research at each of the partner institutions, attending (inter)national conferences, the organisation of the doctoral defence and other costs that are specifically related to the doctoral programme, shall be discussed and agreed upon by the mutual consent of the supervisors at both the partner institutions.

VUB pays the salary of the doctoral candidate, while the University of Groningen will be responsible for payment of the following costs: costs involved with meetings with advisory committee, printing & layout of the manuscript, conference costs for the European Population Conference of 2018 at Brussels, costs involved with travel and stay at NIDI.

It is the responsibility of the PhD supervisors not to authorise expenses that would not be deemed acceptable by their hierarchy. The PhD supervisors will keep a detailed record of such expenses (without needing to keep copies of the invoices, as these will already have been verified at the time of payment), and they will aim at ensuring adequate balance between the institutes over the whole duration of the PhD.

ARTICLE 9 Manuscript Assessment Committee

The Manuscript Assessment Committee will be composed jointly by VUB and the University of Groningen and consists of four persons. One of these individuals is a member of VUB, one is a member of the University of Groningen and two are expert scientists external to both universities. They all must have "ius promovendi", i.e. must be associate or full professors.

The thesis will be submitted to the Manuscript Assessment Committee as soon as the PhD supervisors approve, and no later than three and a half months before the date planned for the viva voce examination.

The Manuscript Assessment Committee will return a written report to both Universities, the conclusion of which should state whether they do or do not recommend authorisation of the viva voce examination. The Dean of the Faculty of Spatial Sciences at the University of Groningen and the board of the faculty (" faculteitsbureau") at the VUB and the rest of the competent body is informed of their conclusion within.
six weeks after the Manuscript Assessment Committee has received the manuscript. The reports should reach the competent bodies of both institutions at least eight weeks before the date planned for the viva voce examination.

At VUB the competent body for accepting the composition of the Manuscript Assessment Committee is the Faculty Board ("Faculteitsbureau"). At the University of Groningen the competent body for accepting the composition of the Manuscript Assessment Committee is the Dean of the Faculty of Spatial Sciences.

ARTICLE 10 PhD Examining Committee

The thesis work will be evaluated on the basis of a written dissertation and a viva voce examination (thesis defence). The PhD Examining Committee (jury) in charge of this viva voce examination will be designated jointly by VUB and the University of Groningen at least complying with the following:

- The PhD Examining Committee shall include the four members of the Manuscript Assessment Committee.
- The PhD Examining Committee contains at least five and does not exceed nine members.
- The PhD Examining Committee shall be composed of members from both partner institutions, preferably proportionally.
- The Chairman of the Board shall be a Professor or equivalent.

At VUB the competent body for accepting the composition of the PhD Examining Committee is the Faculty Board ("Faculteitsbureau"). At the University of Groningen the competent body for accepting the composition of the PhD Examining Committee is the Dean of the Faculty of Spatial Sciences.

The PhD Examining Committee evaluates the candidate's PhD student's ability to present his research and his command of the research topic. Their conclusion, together with the written report of the Manuscript Assessment Committee constitutes the basis for the awarding of the PhD Degree by both institutions.

ARTICLE 11 Language

The thesis dissertation will be written in English and shall include a substantial summary in English and Dutch.

ARTICLE 12 Public defence and double doctorate degree

The public defence, in English, of the doctoral thesis is to take place at the University of Groningen but is duly recognised by Vrije Universiteit Brussel. There will also be a ceremonial presentation at Vrije Universiteit Brussel after the viva voce examination.

VUB will award the doctoral degree of Doctor of Sociology.
The University of Groningen will award the doctoral degree of 'Doctor'. (translated into English as: Doctor of Philosophy (PhD))

Each University will issue its own diploma documents which will mention the joint nature of the supervision by the partner institutions, leading to the award of a double PhD degree. VUB will also print the necessary supplements to the diploma.

ARTICLE 13 Protection of research results and property rights

Nothing in this agreement shall affect the ownership of each party in and to its background knowledge and relating intellectual property rights existing prior to this agreement or generated outside the doctoral research project.
‘Results’ shall mean the results, including but not limited to information, 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, both 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. The partners institutions, represented by their respective tech transfer offices (as referred to below), shall come to a written agreement concerning the partner institution that will take the lead in prosecution, maintenance and enforcement of all applicable protection, which shall be made in the name of both partner institutions, while informing in advance the other partner institutions of the costs and revenues, based on the principle that costs are borne 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.

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 VUB:
Vrije Universiteit Brussel
KTI – Knowledge & Technology Transfer Interface
Building M, fourth floor
Pleinlaan 2
1050 Brussel
tel. +32 (0)2629.22.07
techno Transfer@vub.ac.be

For University of Groningen:
Rijksuniversiteit Groningen
Attn. Director of Research & Valorisation
Postbus 72
9700 AB Groningen
Nederland
T +31 (0)50 363 5459
secretariaat.rv@rug.nl

Each partner institution shall have the worldwide, non-exclusive, non-transferable, non-sub licensable, fully paid-up right to use all Joint 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 both institutions.

ARTICLE 14 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 15 Publications

Each scientific publication or presentation, including the doctoral dissertation, concerning the Results of the doctoral research project shall be shared with the other promotor at the partner institution, prior to submission of the publication or presentation.

Each partner institutions 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 16 Thesis publication

Concerning the submission, the archiving and the reproduction or publication of the thesis, the PhD student shall comply with the current rules applicable in both countries and at both universities.

ARTICLE 17 Modifications and Termination

The present agreement is settled from the date all parties have signed until the date of the thesis defence, with the exception that the agreement may be terminated on the initiative of the PhD student or following collegial advice from the doctoral supervisors. Any modification to the present agreement has to be approved by both academic institutions and has to be made in writing.

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<td>Prof. Dr. Sibrand Poppema, President, University of Groningen</td>
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<td>Prof. Dr. Clara H. Mulder, Director Graduate School of Spatial Science, Faculty of Spatial Science, University of Groningen</td>
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<td>Prof. dr. Oscar Couwenberg</td>
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<td>Tom De Winter</td>
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