



**Partnership framework agreement governing  
the joint supervision  
and awarding of doctorate diplomas (dual PhD)  
between KU Leuven and University of Parma**

Between

**KU Leuven**, Oude Markt 13 – box 5005, B-3000 Leuven, Belgium,  
hereinafter referred to as 'KU Leuven',  
represented by Prof. dr. Luc Sels, Rector,

and

**University of Parma**, Via Università, 12, 43121 Parma, Italy,  
hereinafter referred to as 'University of Parma',  
represented by Prof. Paolo Andrei, Rector,

jointly referred to as 'the partner institutions'

and in due observance of the following :

For KU Leuven:

- 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 Regulations concerning the Attainment of doctoral degrees at the KU Leuven, approved by the Academic Council on June 25<sup>th</sup> 2019 and having become operative on September 23, 2019;

For University of Parma:

- the Regulations regarding PhD courses of University of Parma, issues by Rectoral Decree 966 on 20 April 2018;
- the Decree of the Italian Minister of education, university and research n. 45 on 8 February 2013 about general organization of doctoral courses;

**the following has been agreed:**

#### **Article 1 – AIM OF THIS FRAMEWORK AGREEMENT**

The aim of this bilateral agreement is to organize a PhD cooperation and joint supervision for co-tutored PhD degrees between the University of Parma and its PhD course in Mathematics and the KU Leuven and its doctoral programme in Engineering Science. (The PhD course in Mathematics is a joint program between the Universities of Parma, Modena-Reggio Emilia and Ferrara).

*For each individual PhD student within this collaboration, an Individual Annex shall be added to this framework agreement.*

#### **Article 2 – JOINT SUPERVISION**

The PhD student shall be supervised by two supervisors (one in each partner institution).

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

*The names of the supervisors shall be specified in the Individual Annex.*

#### **Article 3 – MAIN INSTITUTION**

In a dual PhD collaboration and to safeguard that such a dual PhD will not impose a double workload on the PhD student/the supervisors/the administrations, one of the partner institutions will be appointed as the main institution, whereas the other partner institution will act as host institution. The main institution is the institution where the tuition fees are due, where the requirements of a full doctoral training programme must be met, where the public defence will take place and where, in a case of a joint PhD, the diploma will be issued.

In this collaboration, the partner institutions decided to go for a **dual PhD** (see article <sup>15</sup>16).

*Which institution in a specific PhD collaboration under this framework agreement will act as main institution and which institution as host institution, shall be specified in the Individual Annex.*

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

The PhD student needs to fulfil the admission criteria of both partner institutions.

#### **Article 5 – ENROLMENT AND REGISTRATION FEES**

Each academic year, the PhD student is required to (re-)register as a PhD student at both partner institutions.

S/he is required to pay the fixed registration and tuition fees at the main institution and will be exempt of similar fees at the host institution.

#### **Article 6 – DOCTORAL TRAINING PROGRAMME**



In conformity with the principle of main versus host institution, the PhD student must meet the requirements of the comprehensive doctoral training programme of the main institution.

Consequently, the PhD student will be exempt from completing a full doctoral training programme at the host institution taking into account however that some general administrative requirements (for KU Leuven listed in the PhD student his individual online Kuloket) and the following minimal substantive requirements need to be fulfilled in any case:

- *At KU Leuven: if the PhD student is granted academic admission under 'provisional status', the requirement as stated below will be included in the Individual Annex of that PhD student:*  
*"PhD student ..... has to follow a supplementary training within the first year of his/her doctorate. This training consists of thematic training courses (... ECTS) and a research assignment (... ECTS) that he/she must present orally to his Supervisory Committee. The PhD student will need to have passed all courses and to have distinguished himself/herself on the research assignment in order to continue with the doctoral programme"*
- the PhD student has to compose a Supervisory Committee composed by members from both partner institutions
- The PhD student has at least one accepted international peer reviewed publication
- The PhD student has actively participated (via an oral presentation or poster) in at least one international congress
- The PhD student gives at least one oral presentation before the Supervisory Committee during his/her research stay at KU Leuven (if KU Leuven is the host institution) or at University of Parma (if University of Parma is the host institution)
- The PhD student follows the training on Scientific Integrity offered at KU Leuven or an equivalent training at the partner university

Throughout the term of the doctorate, the KU Leuven Faculty Doctoral Committee and the Collegio dei Docenti of the Doctoral Course in Mathematics of the Universities of Parma, Modena-Reggio Emilia and Ferrara have the discretion to include, in consultation with the supervisors, additional requirements to the individual doctoral programme if the progress of the research or the midterm evaluations of the PhD require so.

And 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 – RESEARCH AT PARTNER INSTITUTION**

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

The partner institutions agree that the doctorate will have a **three (3) years' duration**.

#### **Article 8 – FINANCIAL PROVISIONS**

Any contribution towards the costs related to periods of research spent at the host institution, attendance of national and international conferences, the organization 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 student 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.

#### **Article 10 – 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 KU Leuven:

KU Leuven Research & Development  
Waaistraat 6 box 5105  
3000 Leuven  
Belgium  
Email address: lrd.ip@kuleuven.be

For University of Parma :

U.O.Ricerca e Trasferimento Tecnologico  
Parco Area delle Scienze  
43124 Parma  
Italia



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 KU Leuven.

#### **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 scientific publication or presentation, including the doctoral dissertation, concerning the Results of the doctoral research project shall be submitted to the other partner institution for review, at least thirty (30) calendar days prior to submission of the publication or presentation.

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 – EXAMINATION COMMITTEE FOR THE DOCTORAL EXAMINATION**

The examination committee set up for the doctoral examination shall be designated by the rectors or their representatives of both partner institutions, in common agreement.

The examination committee has preferably an international character and shall, among others, consist of members from each institution. The supervisors and at least one other professor from each of the partner institutions are part of the examination committee. There needs to be at least one member in the examination committee who is external to both partner universities.

#### **Article 14 – DOCTORAL THESIS DEFENCE**

The doctoral thesis shall be written in English and the defence of the doctoral thesis shall take place in English.

Parties agree to the following PhD defence:

First the PhD student has to submit his/her thesis to the Collegio dei docenti at the University of Parma according to its rules. This Collegio dei docenti together with the Faculty Doctoral Committee at KU Leuven will appoint **two referees** external to both institutions and also external to its partner universities of Modena-Reggio and Ferrara. These two referees will each draft a report on the thesis. Possible conclusion/recommendation can be: accepted, minor changes or major changes are necessary. Consequently, these reports are sent to all the members of the jointly composed (in line with article 13) Examination Committee.

Next, the PhD student presents his/her research and thesis to the Examination Committee behind closed doors. During this **private/preliminary defence** there will be a thorough discussion also taking into consideration the reports of the two referees, after which the Examination Committee decides if the thesis can be accepted and can proceed to the public defence or if it needs more work. Parties agree that the remediation time for complying with the decision of the Examination Committee can't be longer than 6 months.

This private defence will take place at **KU Leuven** and will be organized in line with what is agreed in this framework agreement and according to its rules and regulations and will be recognized by all institutions involved.

After the Examination Committee ultimately has accepted the PhD thesis, the PhD student defends his/her research and PhD thesis in one single **public defence**. In case of a positive evaluation, the Examination Committee will award as one single entity the PhD degree (which can have different titles in both partner institutions).

This public defence takes place at **the main institution** and will be organized according to its rules and regulations and will be recognized by all institutions involved.

By exception and after approval of the KU Leuven Faculty Doctoral Committee and by the Collegio dei Docenti in Parma, the private or public defence can be held at the other institution.

*This exception will be mentioned in the Individual Annex.*

#### **Article 15 – AWARD OF THE DOCTORAL DEGREE**

In conformity with the regulations in force within each institution and on the basis of a favourable decision of the Examination Committee, the two institutions undertake to jointly award a **PhD degree** to the successful PhD student, recognized by both institutions.

*The specific PhD titles which the partner institutions shall award, shall be mentioned in the Individual Annex.*

Each institution will draw up and print its own diploma document (**dual PhD**) according to its own internal procedures and legal rules. In addition, each diploma or its supplement will mention that the PhD degree was acquired for the same research under joint supervision and joint collaboration between the partner institutions.

#### **Article 16- Personal data protection**

The Parties commit themselves to respect the current European Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as well as the national applicable laws.

The Parties may share Personal Data of individuals involved in the collaboration for the purpose of administering such as: name, business telephone, address, and email ("Business Contact Information"). Each Party may store and otherwise process such



Business Contact Information. The Parties agree that Business Contact Information will only be processed to the limited extent as required for the performance of this agreement.

If for the performance of this agreement the processing of other than Business Contact Information is necessary, the Parties commit themselves to agree and enter into a data processing agreement, which shall amend this agreement, as is reasonably required to reflect each Party's rights and obligations."

#### **Article 17 – VALIDITY OF THE AGREEMENT AND SETTLEMENTS OF DISPUTES**

By signing this Partnership framework agreement the partner institutions 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 main institution shall take precedence.



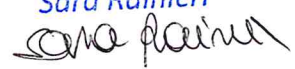

In the event of a dispute between the partners that may affect the continuation of the doctoral research, the rectors or their delegates will mediate.

Any disputes which may not be settled amicably shall be submitted to the competent courts of the place of the main institution's headquarters.

#### **Article 18 - Commencement and validity of the agreement**

The present framework agreement shall only be valid upon signature by all parties involved and shall take effect on 01/11/2019 and will automatically expire after 5 years.

Drawn up in Leuven, in 2 original copies

<p>Date: <b>NOV 20. 2019</b></p>  <p>Prof. dr. Luc Sels Rector KU Leuven</p>	<p>Date:</p>  <p><b>PRO RETTRICE</b> alla Didattica e Servizi agli Studenti <b>Sara Rainieri</b></p>  <p>Prof Paolo Andrei, Rector of the University of Parma</p>
<p>Date: <b>12/11/2019</b></p>  <p>For acknowledgment Prof. dr. Ronald Cools Research Co-ordinator, Science, Engineering &amp; Technology, KU Leuven</p>	





**Individual Annex  
to the Partnership framework agreement governing the joint  
supervision  
and awarding of doctorate diplomas (Dual PhD)  
between KU Leuven and University of Parma**

**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 student's doctoral research project, the organization of the doctoral examination and the award of a doctoral degree.

PhD student's personal details:

Surname and first name:

Date of birth:

Place of birth:

Nationality:

Official address (for correspondence):

E-mail address:

**Article 2 – SUPERVISION OF THE PHD STUDENT**

The PhD student shall be supervised by the following supervisors:

- At KU Leuven:
  - Name:
  - Faculty or Department:
  - Position:
- At Parma University/Modena-Reggio/Ferrara:
  - Name:
  - Faculty or Department:
  - Position:

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

**Article 3 – MAIN INSTITUTION**

[insert name of University] will act as main institution.

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

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

- At KU Leuven:
  - admission to the doctoral programme in Engineering Science
  - on the following date:
- At the University of Parma:
  - admission to the doctoral programme in Mathematics
  - on the following date / starting from academic year:

The subject of the doctoral thesis is: ....

#### **Article 5 – RESEARCH AT PARTNER INSTITUTION**

The PhD student shall spend alternate or consecutive research periods in each of the partner institutions:

At KU Leuven: from date ... to date ....

At University of Parma: from date ... to date ....

#### **Article 6 – DOCTORAL THESIS DEFENCE**

The private defence shall take place at KU Leuven.

The public defence of the doctoral thesis shall take place at the main institution.

#### **Article 7 – AWARDING OF THE DOCTORAL 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 shall award a PhD degree with the following PhD titles:

**Doctor in Engineering Science (PhD): [...]** from KU Leuven.

and

**Doctor in Mathematics** from the University of Parma.

#### **Article 8 – COMMENCEMENT AND VALIDITY OF THE AGREEMENT**

The present Individual Annex shall take effect on [insert date] and shall expire the day of the delivery of the PhD diplomas.

This Individual Annex shall automatically be terminated if the contractual relationship or cooperation between the PhD student and one of the partner institutions is terminated. In this case the other partner institution will not be entitled to any form of compensation.



Drawn up in [insert location] in 3 original copies

<p>Date:</p>          <p>Prof. dr. ..., Vice-Rector of Research KU Leuven</p>	<p>Date:</p>          <p>Prof. dr. .... Rector University of Parma</p>
<p>Date:</p>          <p>For acknowledgment Prof. dr. Ronald Cools Research Co-ordinator, Science, Engineering &amp; Technology, KU Leuven</p>	<p>Date:</p>          <p>For acknowledgment Prof. dr. .... Supervisor, KU Leuven</p>
<p>Date:</p>          <p>For acknowledgment Prof. dr. .... Supervisor, KU Leuven</p>	<p>Date:</p>          <p>Prof. dr. .... Supervisor University of Parma</p>
<p>Date:</p>          <p>Mr/Mrs...., Doctoral student</p>	

