UNIVERSITÀ DELLA CALABRIA





KATHOLIEKE UNIVERSITEIT LEUVEN

Memorandum of Understanding for developing Double Degree Doctorates

between the University of Calabria and the Katholieke Universiteit Leuven

The following parties

 The University of Calabria represented by Prof. Gino Mirocle Crisci, Rector, with registered office at Via Pietro Bucci 7/11 B, I- 87036 Arcavacata di Rende (CS), Italy

and

 Katholieke Universiteit Leuven (KU Leuven), represented by Prof. dr. Rik Torfs, Rector, with registered office at Oude Markt 13, B-3000 Leuven, Belgium

hereinafter 'the partner institutions'

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

have,

- Account being taken of the Codex Higher Education, codified on 11 October 2013;
- Account being taken of the resolution of the Flemish Government of 11 June 2004 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;
- Account being taken of the University Regulations concerning pre-doctoral studies and the pre-doctoral examination; doctoral research and the doctorate; the doctoral programme and the doctoral school of the Katholieke Universiteit Leuven, approved by the Academic Council on 10 July 2013;
- Account being taken of the General Regulations of the Arenberg Doctoral School of Science, Engineering & Technology KU Leuven, approved by the executive committee of the Sience, Engineering & Technology Group on 11 September 2013;
- Account being taken of the Regulations concerning the obtaining of the academic degree of doctor at the University of Calabria, established by the Rectoral Decree n. 1330 of 3 July 2013;

Agreed the following:

PREAMBLE.

The aim of the present Memorandum of Understanding is to set up a framework agreement between KU Leuven and University of Calabria for the joint supervision of doctoral research aimed at issuing dual PhD degrees in the framework of joint research activities in mechanical engineering.

For each PhD researcher, under the statement of this agreement, an individual double PhD agreement shall be drawn up, providing for the following essential elements:

- 1. <u>The PhD researcher and the PhD project</u>: The individual agreement shall mention the name, birth date and dates of admission to the doctoral programme in each of the partner institutions, as well as the topic of the PhD research and names of the supervisors in each of the partner institutions.
- 2. <u>Start date and duration of the PhD</u>: The individual agreement shall mention the date on which the PhD has been started, as well as the duration of the PhD.
- 3. <u>Enrolment and payment of enrolment fees</u>: It shall be specified whether the PhD researcher is exempt of paying enrolment fees to each of the partner universities or not. In any case the PhD researcher must be enrolled in both universities;
- 4. <u>Residence and research periods</u>: The period of attendance in each of the partner universities shall be specified. In any case the PhD researcher shall spend at least six months in each of the partner universities;
- 5. <u>Doctoral training activities</u>: The annex shall state which elements of the doctoral training programmes of both institutions are mandatory. In any case, each PhD researcher shall need to give at least one oral presentation to his/her supervisory committee.
- 6. <u>Defence of the PhD:</u> It shall be specified in which university the final defence of the PhD dissertation shall take place. In any case, the PhD dissertation shall be written and defended in English.

<u>Article 1.</u> – SUBJECT: JOINT SUPERVISION AND AWARDING OF DUAL DOCTORAL DEGREES.

The partner institutions agree that they are jointly responsible for the research supervision of the doctoral students in this framework agreement and that the responsibility for organising the doctoral examinations and for awarding the two doctoral degrees is separate and in line with the relevant regulations at each institution.

Article 2. – ENROLMENT.

The doctoral students in this framework agreement shall (re-)enrol at each partner institution every year until the achievement of the degree at the related institution is reached.

Article 3. – DURATION OF THE DOCTORATE.

The time period of the doctoral research, including the writing of a doctoral dissertation, shall last at least three years starting from the formal beginning of the doctoral programme. In the event that it is necessary, the period may be extended by mutual consent, account being taken of the applicable regulations at each partner institution.

Article 4. – RESIDENCE AND RESEARCH PERIODS.

The doctoral students in this framework agreement shall spend research periods, either alternately or successively, at each of the partner institutions. The delineation of the research periods shall occur by mutual consent between the doctoral student and the supervisors. The supervisors shall ensure that the doctoral student spends at least 6 months conducting research at each of the partner institutions.

Article 5. – FINANCIAL STIPULATIONS.

Contributing to the expenses of the doctoral 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.

Article 6. – Insurance.

The doctoral student shall comply with the obligation to take the necessary steps to be covered by health insurance, in compliance with his physical injuries and civil liability insurance during the execution of his activities related to doctoral research at the partner institutions concerned.

Article 7. – DOCTORAL DISSERTATIONS.

The doctoral dissertation shall be written in English.

Article 8. – PROTECTION OF RESEARCH RESULTS AND COPYRIGHT LAWS.

The copyright established by the doctoral student in the course of producing each doctoral dissertation is subject to the Regulations Concerning the Copyright of Doctoral Dissertations at the related institution.

For the application of the following paragraph, 'findings' are considered to be potentially patentable inventions, products of cultivation, designs and models, topographies of semiconductor products, computer programmes and databases.

The property rights of findings resulting from research conducted by the doctoral student shall belong to both institutions in equal shares, by which the exploitation of the findings shall be subject to the agreement of both institutions.

The institution which takes the initiative to submit a patent application, or any other form of protection for which formalities must be observed, shall inform the competent office of the other institution of this intention in sufficient time and at the very latest at the same time as the application is submitted.

Both institutions grant one another an irrevocable, worldwide, non-exclusive and free licence to use the research results obtained for any objectives related to research or education.

The applicable regulations at each institution concerning intellectual property rights remain in force.

<u>Article 9.</u> – Examination committee for the doctoral examination.

The examination committee for the joint doctoral examination (doctoral dissertation and defence of the dissertation) shall be by mutual consent of the partner institutions and shall consist of members of both partner institutions, preferably in equal number. The supervisors and at least one other professor from each partner institution need to reside in this examination committee.

Article 10. – Awarding of the degrees.

In the event that the doctoral student passes the joint doctoral examination, each of the partner institutions shall award him their own separate doctoral diploma which shall confer upon him the following degrees:

- Doctor of Philosophy in Civil and Industrial Engineering from University of Calabria
- Doctor of Engineering Science from KU Leuven

Article 11. – DOCTORAL REGULATIONS.

By signing this agreement, the doctoral student and the supervisors pledge to act in accordance with the doctoral regulations enforced at each of both of the partner institutions; both the central university stipulations as well as the additional stipulations of the doctoral school and/or relevant faculty. In the event of contradictory stipulations, it shall be decided by mutual consent which regulations shall apply.

Article 12. – ENFORCEMENT AND PERIOD OF VALIDITY OF THE AGREEMENT.

This agreement shall take effect on 1 May 2015 for a duration of 6 years. The agreement may be extended or adjusted, on condition that both partner institutions agree on the alterations. In order to settle any doubts that may arise under the performance or in the construction of this Agreement, the Parties shall exert their best efforts to arrive at a solution by mutual consent. In the event such consent is found to be impossible, the Parties shall jointly appoint a third party natural person, to act as mediator.

If one of the parties wishes to terminate the agreement, it can do so with a written notice. The agreement will terminate after 6 months starting from the 1ste of the month after the sending of the written notice. Parties will still comply with all running engagements.

Drawn up in two copies, on 10 April 2015,

Date:	Date:
Prof. Gino Mirocle Crisci, Rector, University of Calabria	Prof. dr. Rik Torfs, Rector KU Leuven
Date:	Date:
Prof. Franco Furgiuele Chair of Doctoral Programme in Civil and Industrial Engineering, University of Calabria	Prof. dr. Johan Martens, Research Co-ordinator Science, Engineering & Technology, KU Leuven