**Principal Agreement on a Double Degree PhD Program**

between

Faculty of Science, University of Copenhagen, Denmark

and

PARTNER UNIVERSITY

1. **OBJECTIVE AND BACKGROUND**
	1. Faculty of Science, University of Copenhagen (**UCPH**), and PARTNER UNIVERSITY agree to the establishment of a Double Degree PhD program conforming to the regulations in force in both institutions.
	2. This Agreement establishes the overall framework for the Double Degree PhD program in due observance of the following:
* The Danish Ministerial Order No 778 of 7 July 2019 on Universities (the University Act)
* The Danish Ministerial Oder No 1039 of 27 August 013 on the PhD Degree Programme at the Universities and Certain Higher Artistic Educational Institutions (the PhD Order)
* General rules and guidelines for the PhD programme, Faculty of Science, University of Copenhagen
* List similar relevant Orders and guidelines from PARTNER UNIVERSITY
	1. Specific arrangements in respect of joint supervision of individual PhD students will be addressed by way of a Double Degree PhD Student Agreement to be completed and signed for each PhD student prior to their enrolment in the Program.
	2. The number of PhD students expected to be enrolled in the Double Degree PhD program is: XX.[[1]](#footnote-1)
1. **TERM OF AGREEMENT**
	1. This Principal Agreement shall become effective from the date of signing by both UCPH and PARTNER UNIVERSITY and shall remain in effect for a period of XX years from the date of the last signature unless it is terminated at an earlier time by either PARTNER UNIVERSITY or UCPH giving 6 months’ written notice to the other Institution.
	2. Termination or expiry of this Agreement will not affect any participating PhD students enrolled in the Double Degree PhD Program, and the terms of this Agreement, together with the relevant Double Degree PhD Student Agreement will continue to apply throughout a PhD student’s candidature.
2. **PHD ARRANGEMENTS**
	1. The Double Degree PhD Program is equivalent to 180 ECTS credits. 60 ECTS credits correspond to one year of full-time studies.
	2. The Double Degree PhD Program is available to participating PhD students on a full-time basis only.
	3. It is ensured that individual PhD students are admitted either at UCPH or at PARTNER UNIVERSITY.
	4. The admission and enrolment of participating PhD students will be subject to compliance with admission and enrolment criteria at both universities.
	5. The university where the PhD student is admitted is also referred to as the “home institution,” while the collaborating university is designated as the “host institution” for the PhD student.
	6. Unless otherwise agreed in writing participating PhD students will simultaneously enrol at UCPH and PARTNER UNIVERSITY during their candidature.
	7. Admission and enrolment to the Double Degree PhD Program requires the applicant to hold a two-year (120 ECTS) Master’s degree or equivalent.
	8. Participating PhD students will divide their candidature between UCPH and PARTNER UNIVERSITY with at least 12 months to be completed at each institution.
	9. Any coursework, teaching, and knowledge dissemination requirements applicable to a PhD student will be addressed in the Double Degree PhD Student Agreement for that PhD Student.
	10. PhD students will be responsible for satisfying relevant progress reviews and other milestones at both UCPH and PARTNER UNIVERSITY.
	11. Participating PhD students will be entitled to the same rights and privileges (including library services and student support services) as other enrolled PhD students at both universities.
	12. For day-to-day functions, the local rules of the institution in which a PhD student is resident at the time will apply.
	13. PhD students have individual responsibility for applying for and maintaining the correct immigration status and meeting visa requirements which may be appropriate to admission and enrolment for continued participation on the Program.
	14. Each Institution shall provide the other with relevant documentation to assist in obtaining PhD student visa where necessary. PhD students will, however, have individual responsibility for applying for and maintaining the correct immigration status and meeting appropriate visa requirements.
	15. Neither institution shall be obliged to host a PhD student if the student is for any reason unable to obtain the necessary immigration permissions.
	16. Participating PhD students will be responsible for their own accommodation. Neither UCPH nor PARTNER UNIVERSITY guarantees that accommodation on campus will be available.[[2]](#footnote-2)
3. **SUPERVISORS**
	1. UCPH and PARTNER UNIVERSITY shall each appoint an appropriately qualified supervisor to jointly supervise each PhD student for the duration of their candidature.
	2. The main supervisor will be appointed by the home institution whereas the supervisor appointed by the host institution will acts as co-supervisor.
	3. Any changes to a PhD student’s supervisor(s) during their candidature must be agreed upon in writing by both institutions.
4. **PHD STUDENT OBLIGATIONS**
	1. Participating PhD students will:
5. at all times comply with and be bound by any relevant laws, rules, regulations and codes of practice applicable to their candidature, including in respect of:
* entry and visa requirements;
* their research; and
* their presence in or on land or buildings owned, occupied or under the control of UCPH and PARTNER UNIVERSITY;
1. obtain medical insurance for the duration of their time at UCPH and PARTNER UNIVERSITY.
2. **SOCIAL SECURITY AND INSURANCE**
	1. The PhD student shall require to be covered by adequate insurance for emergencies such as illness, accident repatriation and civil liability that may incur during any stay and travel in the host country.
	2. In the event that any above-mentioned regular coverage is deemed insufficient, it will be the student’s responsibility to subscribe to an appropriate additional personal insurance policy.
3. **EXTENSION OR WITHDRAWAL FROM CANDIDATURE**
	1. Subject to the approval of both UCPH and PARTNER UNIVERSITY, a PhD student may be granted an extension for completion of their PhD in exceptional circumstances.
	2. A PhD student may withdraw from the Program at any time prior to PhD thesis submission. Subject to the approval of the PhD student’s home institution, a PhD student may terminate their candidature at the host institution and enrol in a standard PhD program at the home Institution.
4. **APPEALS, COMPLAINTS AND REGULATIONS**
	1. For academic appeals, complaints and discipline matters, the policies and procedures of the Institution at which the PhD student is currently residing shall apply.
	2. Each Institution shall, where the policy, code or procedure of the other Institution applies, provide the partner Institution with reasonable assistance in connection with the handling, administration and conduct of academic appeals, discipline and complaints procedures, in order that all such appeals, complaints and discipline are handled fairly.
5. **EXAMINATION PROCEDURES**
	1. Unless otherwise agreed in writing by UCPH and PARTNER UNIVERSITY, the date for the submission of the PhD thesis shall be consistent with the regulations in place at the institution hosting the examination of the PhD thesis.
	2. The institutions agree that each Double Degree PhD Student Agreement made pursuant to this Principal Agreement shall designate one institution as the examining institution in relation to that PhD student. As a guiding principle (and subject to confirmation in a Double Degree PhD Student Agreement), UCPH and PARTNER UNIVERSITY have agreed that PhD students will be examined at their home institution.
	3. The examination of the PhD thesis will be conducted in a mutual public defense.
	4. UCPH and PARTNER UNIVERSITY agree that members of the assessment committee must be at minimum associate professor or senior researcher level in the relevant field.
	5. The assessment committee must include at least a member from the home institution and a member from the host institution as well as two members external to both the home and host institution.
	6. The PhD student’s supervisors cannot be members of the assessment committee.
	7. A permanently employed member of academic staff at the home institution (which cannot be one of the student’s supervisors) with insight into the subject area will moderate the public defense of the PhD thesis.
	8. Responsibility for travel, accommodation or other costs related to a participating PhD student’s examination (including any costs of supervisors or examiners attending the public defense of the PhD thesis) will be addressed in each Double Degree PhD Student Agreement made pursuant to this Principal Agreement.
	9. Any decision made by the home institution pursuant to its examination rules and processes will be reviewed and independently assessed by the non-examining institution in accordance with its own examination rules and processes before the award of a Double Degree is conferred.
	10. The institutions note that:
6. the examination and award of PhDs at UCPH is governed by the “Ministerial Order on the PhD Programme at the Universities and Certain Higher Artistic Educational Institutions (PhD Order)” (latest version), and “Common rules and guidelines for the PhD programme at the University of Copenhagen” (latest version), a copy/copies of which is available online at:

<https://ufm.dk/en/legislation/prevailing-laws-and-regulations/education/universities> and <https://phd.ku.dk/english/regulations/>

1. the examination and award of PhDs at PARTNER UNIVERSITY is governed by [LIST relevant regulation and guidelines] of which are available online at:

[INSERT LINKS]

* 1. When UCPH acts as the examining institution, a copy of the PhD thesis must be provided by the PhD student to PARTNER UNIVERSITY **within a reasonable time in advance of initiating assessment procedures**. The thesis cannot be sent for assessment until both parties have given clearance.
	2. When PARTNER UNIVERSITY acts as the examining institution, a copy of the PhD thesis must be provided by the PhD student to UCPH **within a reasonable time** **in advance of initiating assessment procedures** to allow UCPH to screen for plagiarism or textual similarity. The thesis cannot be sent for assessment until both parties have given clearance.
	3. The public defense and examination of the PhD thesis may be convened by videoconference.
	4. Additional specific arrangements for each participating PhD student will be confirmed in the Double PhD Student Agreement for that PhD student.
	5. In case of contrasting regulation on examination and/or composition of assessment committee the Double Degree PhD Program may be completed as the result of two defenses. One at the home institution in accordance with the rules and regulations of the home institution, and one at the host institution in accordance with the rules and regulation at the host institution.
1. **GRADUATION PROCEDURES**
	1. If the conditions for graduation are met, the Degree shall be conferred by each Institution in accordance with each Institution’s policies and procedures.
2. At UCPH, participating PhD students are entitled to receive a diploma issued by UCPH that states that the Degree was undertaken by the PhD student pursuant to the Double Degree PhD Program with PARTNER UNIVERSITY. UCPH award: The PhD Degree.
3. At PARTNER UNIVERSITY, participating PhD students are entitled to receive…
4. **FINANCIAL CONDITIONS**
	1. Participating PhD students will pay tuition fees/enrolment fees (and any student services or amenities fees) at their **home institution** and be exempt from payment of tuition fees/enrolment fees (and any student services or amenities fees) at the **host institution**, for the duration of their candidature.
	2. Unless otherwise agreed in writing by UCPH and PARTNER UNIVERSITY, participating PhD students will be responsible for all personal costs in connection with their candidature, including all living, travel, insurance (including additional medical coverage, liability and accident insurance) and ancillary costs.
5. **DATA PROTECTION**
	1. The Institutions will work closely together to ensure that PhD student data is protected in accordance with the applicable laws of each country.
	2. The Institutions will require PhD students to provide a written consent to the transfer of personal data between the Institutions ahead of the PhD students participation in the PhD Double Degree Program.
	3. Such written consent is provided for by the PhD Students in a separate Double Degree PhD Student Agreement.
6. **INTELLECTUAL PROPERTY**
	1. Intellectual Propertymeans all registered and unregistered rights, titles and interests in relation to present and future trademarks, designs, know-how, patents, confidential information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.
	2. Unless otherwise agreed by the Institutions in writing, all copyright in any PhD thesis developed by a participating PhD student during his or her candidature will vest in that PhD student on creation.
	3. All Intellectual Property rights that arise from, or may arise from, a collaborative research project will be determined in advance by written agreement between the Institutions.
7. **INDEMNIFICATION**
	1. Subject to applicable laws, UCPH and PARTNER UNIVERSITY indemnify and agree to keep indemnified (Indemnifying Institution) the other Institution (Indemnified Institution) against all liability, loss, costs, damages or expenses (including legal costs and expenses) incurred or suffered by the Indemnified Institution as a result of any willful misconduct or negligent act or omission by the Indemnifying Institution, or a material breach of this Agreement or any related Double Degree PhD Student Agreement by the Indemnifying Institution.
	2. Subject to applicable laws, UCPH and PARTNER UNIVERSITY will not be liable to one another for incidental damages, such as loss of profits, revenue, goodwill or opportunities, and each Institution’s liability under this Agreement or any related Double Degree PhD Student Agreement is reduced to the extent that any liability, loss, costs, damages or expenses arise from or are attributable to any willful or negligent act or omission by the Indemnified Institution.
	3. References to the Indemnifying Institution and the Indemnified Institution in this clause include a reference to that Institution’s directors, officers, employees, agents and students,
	4. UCPH and PARTNER UNIVERSITY will maintain adequate insurance protections for public liability and professional indemnity (which may be self-insurance) to cover their obligations under this Agreement and any related Double Degree PhD Student Agreement, and will provide to the other Institution a certificate of currency and renewals of such insurance, on written request.
8. **FORCE MAJEURE**
	1. Neither Institution will be held responsible or liable, or be deemed to be in default or breach of this Agreement, for any delay, failure or inability to meet its obligations under this Agreement (other than any obligation to pay money) caused by or arising from any cause that is unavoidable or beyond the reasonable control of the Institution, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of nature or other cause which frustrates the performance of this Agreement.
9. **NATURE OF AGREEMENT AND AMENDMENT**
	1. This Agreement is binding and constitutes the entire agreement between UCPH and PARTNER UNIVERSITY, in addition only to any Double Degree PhD Student Agreements made pursuant to this Agreement. In the event of any inconsistency between this Agreement and a Double Degree PhD Student Agreement, this Agreement prevails.
	2. Nothing contained or implied in this Agreement is intended to create a partnership between the Institutions or, except as otherwise provided in this Agreement, establish the Institutions as an agent or representative of the other Institution.
	3. This Agreement and any Schedule to it may be amended, modified, extended or renewed only with the written, mutual consent of the Institutions.
	4. The institutions agree that this Agreement and all documents related to it must be written in English.
	5. Any claim or dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with the law of the home institution.
	6. This Agreement may consist of a number of counterparts and the counterparts taken together form one and the same document.
10. **SETTLEMENT OF DISPUTES AND CHOICE OF LAW AND VENUE**
	1. In the event of any dispute or difference between the Parties arising in connection with this Agreement, the Parties shall, within twenty-eight (28) days of a written request from the aggrieved Party to the other Party, meet in good faith in an effort to resolve the dispute, whether face-to-face or via remote link.
	2. Where the dispute remains unresolved sixty (60) days after such a meeting, each Party may submit the dispute to ordinary courts.
	3. If submitting is instituted by PARTNER UNIVERSITY, this Agreement shall be interpreted in accordance with the laws of Denmark without regard to its conflict of law principles that would require application of laws of a jurisdiction other than Denmark. In the case submitting is instituted by UCPH, this Agreement shall be interpreted in accordance with the laws of [PARTNER UNIVERSITY’s country] without regard to its conflict of law principles that would require application of laws of a jurisdiction other than [PARTNER UNIVERSITY’s country].
11. **EXECUTED AS AN AGREEMENT**

Signed for and on behalf of

**Faculty of Science, University of Copenhagen**

By its duly authorised representative:

Professor, LISE ARLETH

 Associate Dean of Research

Signed for and on behalf of

**PARTNER UNIVERSITY**

By its duly authorised representative:

[Name of Legal representative]

 [Title]

1. The minimum number of PhD students to be enrolled must be two (2). And the collaboration should strive for reciprocity in distribution between home-university and host-university. [↑](#footnote-ref-1)
2. Responsibility rests with the PhD-students. However, in some cases third parties may be involved in the facilitation of accommodation – e.g. Danida Fellowship Centre. [↑](#footnote-ref-2)