

**EXECUTIVE MEMORANDUM I
TO THE COOPERATION AGREEMENT**

concerning

Joint Doctorates

**KU Leuven (Katholieke Universiteit Leuven),
Represented by Prof. Dr. Rik Torfs, Rector,
and
Universidad de La Frontera (UFRO),
Represented by Prof. Dr. Sergio Bravo Escobar, Rector,**

have agreed the following:

Article I: Joint doctoral degrees between KU Leuven and UFRO

A joint PhD qualification will be conferred upon a candidate on completion of a collaborative programme established by the partner institutions. It is characterised by:

- Joint supervision as per individual candidate agreement;
- Meeting the academic requirements of the partner institutions;
- One institution that is appointed as main institution, the other as the partner institution. The doctoral candidate complies with the regulations and guidelines of the main university concerning supervision, the progress reporting, the doctoral programme and the thesis and public defence. Any additional requirements imposed on the doctoral candidate by the partner institution will be stipulated in the individual candidate agreement.
- An individual candidate agreement per candidate which will respect the articles of this agreement, and includes the personal information of the doctoral student, the names of the supervisors and the project title;
- A joint degree awarded for a PhD thesis, conferring the right to use the respective national titles, and expressed through two degree certificates, one from each partner institution, in accordance with the Lisbon Convention's provisions for how joint degrees may be issued.

Article 2: Joint supervision and awarding of a doctoral degree

The partner institutions agree that they shall be jointly responsible for the supervision of the doctoral student's doctoral research and that they shall be jointly responsible for organizing the doctoral examination and the awarding of the doctoral degree.

Article 3: Enrolment and enrolment fees

The doctoral student shall (re-)enrol at each partner institution every year. The institution, where the PhD student is first admitted, either KU Leuven or UFRO, will be designated as the main university, while the other partner institution will be known as the partner university. In principle tuition fees will only be payable at the main university and in accordance with the main university's regulations.

Article 4: Duration of the doctorate

The time period of the doctoral research, including the writing of a doctoral dissertation, shall last, in principle, not more than four years. 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 5: Residence and research periods

The doctoral student 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 ten months in total conducting research at main and partner university.

Article 6: Financial stipulations

The individual candidate agreement will include financial arrangements pertaining to but not limited to scholarships/stipends, expenses incurred by the doctoral student at each of the partner institutions in the course of his/her research, attendance costs at (inter)national conferences and workshops, as well as organizational costs of doctoral defence events. All financial aspects as well as how the costs will be shared, will be agreed upon by the supervisors at both universities before commencement of any activities.

Article 7: Insurance

The doctoral student shall comply with the obligation to take the necessary steps to be covered by health insurance. By enrolling as a doctoral student at both partner institutions every year, he/she shall be in compliance with his/her physical injuries and civil liability insurance during the execution of his/her activities related to doctoral research at the partner institutions concerned.

Article 8: Doctoral dissertation

The doctoral dissertation shall be written in English or any other language agreed upon by Universidad de La Frontera and KU Leuven as specified in the individual candidate agreement.

Article 9: Supervisory committee and examination committee for the doctoral examination

The Supervisory Committee shall be composed by mutual consent and shall consist of members of both partner institutions, preferably in equal numbers.

The Joint Doctoral Examination Committee shall meet all requirements of both partner institutions and shall be appointed in consultation between both partners. On the joint doctoral examination committee will serve four examiners:

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| Examiner 1 | a member of the relevant Faculty of KU Leuven, who was not involved in the supervision of the dissertation, appointed by KU Leuven. |
| Examiner 2 | a member of the relevant Faculty of Universidad de La Frontera who was not involved in the supervision of the dissertation, appointed by UFRO |
| Examiner 3 and 4 | two external examiners who are not members of staff of KU Leuven or Universidad de La Frontera, appointed by the two parties after previous consultation. |

The supervisors shall also serve on the joint doctoral examination committee but they do not have voting rights. In the case of UFRO, the supervisor votes, but it is usually the Committee's average vote. The committee will be chaired by a non-examining full professor in a cognate field of study of either of the partners, who will be officially appointed in this capacity. It is responsible for the examination process and will prepare recommendations that will be passed on to both the KU Leuven and Universidad de La Frontera bodies in charge of the granting of doctoral degrees. Both partner institutions are bound by the recommendations of the examination committee.

Article 10: Defence of the doctoral dissertation

Each individual candidate agreement shall mention at which university the defence of the doctoral dissertation will take place.

A copy of the report of the examination committee shall be provided to the bodies at each of the partner institutions that are responsible for the administration related to the students concerned and their degrees as specified in the individual candidate agreement.

Article 11: Awarding of the degree

In the event that the doctoral student passes the joint doctoral examination and on reception of the examination statement and report, KU Leuven and (partner) each deliver their own doctoral degree certificates with in both cases the full rights and prerogatives attached to the degree, within a reasonable term. The international joint supervision and cooperation of the partners shall be indicated on the certificates (either on the diploma itself or in the diploma supplements).

At Universidad de La Frontera the following will reflect on the degree certificate:

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El secretario General de la Universidad de La Frontera, que suscribe, certifica que por Resolución Exenta N° 1407/DAP con fecha ...día/mes/año..., fue conferido el Grado Académico de Doctor en Ciencias de Recursos Naturales a Don/Doña...nombre doctorando... con Nota Final ...XX... equivalente... a*”

**5,0 - 5,9 = Aprobado.*

6,0 – 6,4 = Aprobado con Distinción.

6,5 – 7,0 = Aprobado con Distinción Máxima.”

At KU Leuven the following will reflect on the degree certificate:

“This doctoral diploma is awarded in collaboration with Universidad de La Frontera. As a consequence, Universidad de La Frontera awards for the same performance the diploma of " Doctorado en Ciencias de Recursos Naturales " in connection with this diploma.”

The individual candidate agreement will state that the candidate must sign a declaration that the thesis has not been submitted for a degree qualification to any other university outside of this particular agreement.

In the individual candidate agreement, mention shall be made of which degree each university shall confer upon the doctoral student.

Article 12: Doctoral regulations

By signing an individual candidate agreement, the doctoral student and the supervisors pledge to act in accordance with the formal regulations of the main university concerning supervision, the progress reporting, the doctoral programme and the thesis and public defence. Any additional requirements imposed on the doctoral candidate by the partner institution will be clearly mentioned in the individual candidate agreement.

Article 13: Protection of research results and copyrights

- a. The ownership of any intellectual property made available by a party for research conducted under this Agreement that can be demonstrated by such party not to have arisen in the course and scope of the research conducted under this Agreement shall remain vested solely with that Party and its licensors. No right or licence is granted to the other party with respect to such intellectual property save as may be necessary for the completion of the particular research.

Intellectual property (IP), including but not limited to (confidential) information, knowledge, results, findings, know how, whether they can be protected or not by intellectual or industrial property rights (such as patent rights), except copyrights on scientific publications, developed on the basis of a joint programme undertaken by a candidate during the course of this agreement shall be vested in both parties to this Agreement in proportion to their contributions to the creation of the relevant intellectual property.

- b. Neither party will cede, assign, transfer, charge or otherwise deal with its interest in jointly held intellectual property unless it shall have given to the other party prior notice in writing of such proposed transaction setting out in full the terms of such proposed transaction and shall have offered to the other party to enter into such proposed transaction in favour of the other party on terms that are not less favourable than as may have been offered to the particular third party and the other party shall not have accepted such offer within 30 (thirty) days of receipt of such notice.
- c. Before any registration filing or commercialization of any jointly held intellectual property takes place, the parties agree to negotiate in good faith a separate agreement in accordance with their respective national legislation covering issues such as cost sharing, exploitation rights and revenue sharing. Neither party will unreasonably withhold its consent to a request by the other party to maintain, enforce or commercialise jointly held intellectual property. If a party does not want to participate in or continue with any aspect of maintenance, enforcement or commercialisation of jointly held intellectual property, it will give prompt

written notice thereof to the other party. The other party may proceed with such aspect of maintenance, enforcement or commercialisation, but will not be entitled to recover any portion of the costs incurred in this regard from the notifying party. The notifying party will however also not be entitled to share in any revenue that would not have arisen but for such maintenance, enforcement or commercialisation. Such revenue will accrue solely and exclusively to the party that incurred the relevant costs.

- d. Each party shall at least annually report to the other on the revenue received by it from commercialisation of jointly held intellectual property during the preceding year as well as the relevant costs incurred and pay over to the other party its share of such revenue that may be owing. Each party will keep complete and accurate records of all such revenue received by it and of relevant costs incurred by it and will, upon request by the other party, permit the other party's auditors to conduct an audit of such records for the purposes of verification of the amounts owing. Any communication to third parties or publication regarding such jointly held intellectual property shall only be possible with the prior written consent of both parties; such consent should not be unreasonably withheld, provided that neither party will withhold such consent for a period in excess of 6 (six) months so as to enable the necessary protection for the intellectual property to be filed. Each such publication or communication shall suitably acknowledge the contributions of both parties to the relevant research and the parties shall endeavour to make each such publication or communication available to each other at least 2 months prior to publication so as to enable the other party to comment and make modifications thereto. If there is no response received within that 2 months period, it will be considered that consent to the publication or communication has been granted.
- e. Each Party shall be entitled to freely use the jointly held intellectual property arising pursuant to this Agreement for further research and teaching purposes.
- f. Research material, samples or data may be exchanged between (partner) and KU Leuven, but any material, samples, or research data transferred from one partner to the other remains the property of the sending institution, including when such material, samples or data is transferred to a third party. This is to be defined in further detail with each instance of transfer in a Materials Transfer Agreement.

Article 14: Enforcement and period of validity of the agreement

The terms and conditions in this Executive Memorandum are subject to the general terms and conditions in the Cooperation Agreement.

The period of validity of this Executive Memorandum is subject to the duration of the Cooperation Agreement; however, the individual candidate agreements covered by this Executive Memorandum will remain valid.

Thus done and signed at on

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For KU Leuven
Rector Rik Torfs



For Universidad de La Frontera
Rector Sergio Bravo Escobar







