Agreement for a Joint Supervision of a Doctorate

between

the Carl von Ossietzky Universität Oldenburg represented by President Prof. Dr. Dr. Hans Michael Piper, Ammerländer Heerstr. 114-118, 26129 Oldenburg (Germany),

implementing institution: Faculty of Medicine and Health Sciences, represented by the Dean, Prof. Dr. Hans Gerd Nothwang

- hereinafter referred to as the "University of Oldenburg” –

and

the University of Groningen, Broerstraat 5, 9712 CPSL Groningen (the Netherlands), represented by President Prof. Dr. Prof. Dr. Jouke de Vries,

- hereinafter referred to as the "UG” –

in due observance of the following:

- the Dutch Higher Education and Research Act (Wet op het hoger onderwijs en wetenschappelijk onderzoek);
- the PhD Regulations of the University of Groningen (Promotiereglement);
- the Lower Saxony Higher Education Act (Niedersächsisches Hochschulgesetz)
- the PhD regulations of the Faculty of Medicine and Health Sciences (Promotionsordnungen der Fakultät VI)

agree as follows:

Section 1 – Doctorates
(1) This agreement regulates the cooperation and the respective responsibilities of the institutions involved in the joint doctorate of <Name>, born <date>, <current address>

(2) The topic of the dissertation is <Title>. The dissertation will be written in English. The abstract shall be written in English, Dutch and German.

(3) The doctorate is expected to take <number> years to complete, commencing from <date>. If necessary, such term can be prolonged in accordance with the rules in force at both of the institutions. The dissertation will be completed in alternating periods at the two partner universities, based on scientific and supervision needs.

(4) The doctoral candidate must meet the relevant requirements of both institutions regarding admission to the doctoral programme, progress and examination (in Oldenburg: Promotionsordnungen der Fakultät VI).

Section 2 – Enrolment, Fees, Insurance
(1) The doctoral candidate shall enroll at both universities in accordance with each of the university’s regulations. The enrolment is effective from <date>.

(2) The University of Oldenburg will charge the fees and contributions stipulated in the Lower Saxony Higher Education Act (Niedersächsisches Hochschulgesetz). To the extent legally admissible the doctoral candidate will be exempt from paying fees and contributions to the UG.

(3) The doctoral candidate must prove sufficient health insurance coverage for the full period
of her stay in the Netherlands and in Germany as well as a personal liability insurance.

Section 3 – Responsibilities
(1) The doctorate will be realized in accordance with the legal provisions of both universities.

(2) Irrespective of the joint academic responsibility for the doctorate, the University of Oldenburg shall bear responsibility for all administrative tasks relating to the doctorate, and in particular for the doctoral candidate's admission to doctoral degree studies, the opening of doctoral proceedings and the completion of the doctorate.

(3) Any costs incurred (travel expenses, etc.) by the supervisor or other members of the Examination Committee shall be borne by their respective university.

Section 4 – Publication
(1) The thesis will be published according to the doctoral regulations of both implementing institutions. The intellectual property rights of the doctoral candidate regarding his or her dissertation remain unaffected by its publication. Both partner institutions will instruct the doctoral candidate to follow the rules of both institutions concerning the registering, the description and the reproduction of the thesis.

Section 5 - IP
(1) Any rights related to the thesis will be held by the candidate.

(2) Foreground intellectual property rights shall be the property of both institutions. The institutions shall jointly apply to obtain and/or maintain the relevant intellectual property rights and shall strive to set up appropriate agreements in order to do so.

Section 6 – Supervision (Betreuer)
(1) The candidate shall research and write the thesis under the joint supervision of the thesis supervisor at the Rijksuniversiteit Groningen who is <name> and the thesis supervisor at the University of Oldenburg who is <name>. The supervisor from the University of Oldenburg will be the primary supervisor (Erstbetreuer).

(2) The positive assessment of the supervisors shall be a necessary perquisite for admission to the final examination.

Section 7 – Assessment Committee
(1) After the positive assessment of the supervisors, the thesis can be submitted to the Assessment Committee of the Rijksuniversiteit Groningen.

(2) The Assessment Committee consists of four persons. Only full professors employed by a university who have not co-authored with the doctoral candidate may be members of the Assessment Committee.

(3) The Assessment Committee consists at least of one professor from the University of Groningen and one professor from the University of Oldenburg.

(4) The Assessment Committee shall be composed by mutual consent between the partner institutions, in accordance with the regulations in force at the partner institutions.

Section 8 - Examining Committee
(1) Both institutions mutually consult each other to compose a joint Examining Committee that equally represents members of both institutions, in accordance with their respective PhD regulations.

(2) After the positive assessment of the Assessment Committee, the thesis can be submitted to the joint Examining Committee at the Rijksuniversiteit Groningen and to the responsible PhD committee at the University of Oldenburg (in German: Promotionsausschuss).
Section 9 – Disputation

(1) The defense of the thesis will take place at Rijksuniversiteit Groningen in a form compatible with both PhD regulations (please see the PhD regulations, in German: Promotionsordnungen der Fakultät VI).

(2) The thesis will be defended in English.

Section 10 – Joint Doctoral Degree

(1) Once the doctoral candidate has successfully completed the doctoral examination procedure, both universities shall jointly award the doctoral degree. The degree awarded by the University of Oldenburg conforms to the PhD regulations of the University of Oldenburg. The Rijksuniversiteit Groningen will award the degree "Doctor" (translated into English as: Doctor of Philosophy (PhD)).

(2) The doctoral candidate receives two certificates, one issued by each institution, which explicitly refer to each other, are only valid together, and mention the joint nature leading to the award of a joint doctorate.

Section 11 – Entry into Force, Term and Termination, Final Provisions

(1) The present agreement holds as long as necessary for the completion of the doctoral degree. The agreement may be reviewed on an annual basis by each institution and may be terminated if good reason is found to do so. In addition, the agreement may be terminated by the initiative of the doctoral candidate or following collegial advice from the doctoral supervisors. As long as the agreement is in force the institutions commit themselves to supporting the doctoral candidate in continuing the project.

(2) There are no oral side agreements. Any amendments or supplements to this agreement, including the annulment of this written form clause, shall require written form.

(3) The ineffectiveness or unenforceability of one or more provisions hereunder shall not affect the effectiveness of the remainder of the Agreement. The parties to the agreement undertake to replace the ineffective or unenforceable provision with an effective and enforceable provision, which comes as close as possible to the purpose of the ineffective or unenforceable provision. The same shall apply to any gaps herein.
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