

**Doctoral Candidate Agreement leading to the submission for a
joint PhD/Doctorate Degree**

between

Partner1 [...name of the University] of the SEED Consortium

,

and

Partner2 [...name of the University] of the SEED Consortium

concerning

Doctoral Candidate “[...name of the Candidate]”



This annex contains the initial models for the documents related to doctoral candidates:

- Student/doctoral candidate agreement
- Contractual agreement that is the basis for an employment contract

DOCTORAL CANDIDATE AGREEMENT model

I. Preamble

1. Scope:

This agreement defines the academic, research, financial and administrative modalities of the doctoral candidate's participation in the EMJD-SEED joint doctorate programme. The parties commit to comply with local rules and customary practices.

2. Doctoral candidate:

Name:

Nationality:

Surname:

Date of birth:

The candidate's work will have to be performed in at least two partner universities of the Consortium in different countries.

Doctoral candidates are bound to comply with the regulations in force in the universities where they conduct research.

3. Supervisors:

The following researchers jointly take full responsibility for the supervision of the candidate's work and commit to fully assume their role of study director.

Supervisor 1

Name: Surname: ... Title: ... Affiliation [research unit/department, university]: ...

Supervisor 2

Name: Surname: ... Title: ... Affiliation [research unit/department, university]: ...

II. Academic issues

The candidate will work on the following thesis:

4. Thesis subject

Indicative title of the thesis: ... Subject [abstract]: ...

5. Thesis work

The doctoral candidate acknowledges that his/her research work is a full-time activity.

5.1 Duration of the thesis [between 3 and 4 years]:

5.2 Research project

<<Refer to sample Thesis plans in Annex D for complete examples of doctorate project plans.>>

5.3 Language:

The thesis shall be written in the following language(s): <English as default>

When relevant, the doctoral candidate will provide additional executive summaries inas per local regulations.

6. Academic training

6.1 Scientific exposure

The candidate is strongly encouraged to participate in conferences, seminars, classes that are organized by his/her host universities, along with activities organized in any of the Consortium's partner universities when possible, according to the Thesis plan detailed in section 5.

6.2 Joint scientific activities

Every year the Consortium will organize at least one joint scientific activity whose attendance will be mandatory (optional for the last year) for the candidate.

7. Assessment of work progress

7.1 Doctoral committee

The work of the student is monitored by a doctoral committee, composed by the supervisors together with a number of researchers representing the Consortium. The doctoral committee may suggest ways of improving the candidate's (scientific) performance.

7.2 Duties of doctoral candidate

The doctoral candidate must prepare reports on his/her work in progress every six months presenting the preliminary results obtained. The report will include a list of the various courses, seminars, conferences or other relevant activities that the candidate has attended/participated in.

7.3 Duties of supervisors

The supervisors shall ensure that the candidate is in the best possible situation to complete his/her work according to the foreseen plan.

Supervisors will assess work in progress every six months, by jointly going over the reports prepared by their candidate.

They will submit a report on the candidate's progress to the doctoral committee. The candidate's performance will be measured against the milestones defined in the research project. In addition, supervisors will keep each other informed of the candidate's progress on a regular basis, and at least once every three months. The first year shall be regarded as a probationary year

8. Final examination

The thesis will be subject to only one examination (thesis defence), recognized by all degree awarding institutions. The thesis defence shall take place at [University] and will be governed by local rules. Supervisors shall be present at the defence.

8.1 Authorization to defend the thesis

Prior to the thesis defence, the doctorate candidate shall submit his/her work to the doctoral committee and have his/her work examined by at least two external rapporteurs for review. The rapporteurs shall analyse the thesis and assess it through a report submitted to the university hosting the thesis defence and to the doctoral committee.

Authorization to defend will be granted by the university hosting the defence, which will set a date and call a jury respecting the rules of the degree awarding universities.

8.2 Composition of the jury

The jury shall be composed by at least 3 members, all of them internationally recognized scholars in the field of the thesis, including at least one from each degree awarding universities, and at least one external examiner. The doctoral committee makes sure that the composition of the jury complies with the relevant university regulations.

9. Diploma awarding

9.1 Type of degree

After completion of the requirements to a successful examination, the candidate will be awarded [indicate appropriate option]:

- -a double degree, awarded by University ... and University ;
- -or/and a joint degree, awarded by University and University

The diploma(s) is/are awarded by the academic authorities empowered to do so, on the basis of the jury's conclusions.

The diploma(s) shall bear mention of the specialty or discipline, the title of the thesis, or the title of the main themes developed. It/they shall also mention that the work has been performed in the framework of the EMJD-SEED joint-doctorate programme, the names and titles of the jury members and the date of defence. The logo/crest of both universities will be included on the diploma. The candidate will have the right to the privileges of the academic dress of one of the universities, namely the home university

9.2 Diploma Supplement/Certificate

A complete Diploma Supplement is attached to the degree certificates. The Diploma Supplement describes the work performed to obtain the degree awarded. The purpose of this document is to facilitate recognition and accreditation of EMJD-SEED degrees when seeking employment and to make explicit the value added by the fact that the work of the candidate has been performed in the international environment of the EMJD-SEED joint doctoral programme.

10. Intellectual Property

The doctoral candidate hereby agrees that his/her thesis essay's title and abstract will be posted on the EMJD-SEED website when his/her degree is awarded.

The doctoral candidate hereby agrees that the degree awarding universities may store and protect the thesis essay, either as a hard copy or as a soft copy following their respective procedures.

Moreover, the doctoral candidate will be asked to sign a disclosure contract, that will allow EMJD-SEED partner libraries and e-libraries make his/her thesis available to the research community. This contract is not exclusive and the candidate may revoke it at any time. The disclosure contract will not be deemed as a copyright transfer. The results of the candidate's work belong to their author and will thus be protected by intellectual property law.

III. Administrative issues

11. Candidate's status

While performing work at the university ... , the candidate will benefit from a labour contract with the following conditions ...

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12. Enrolment

The candidate will be enrolled at both [...name of University I] and [...name of University II]. Personal details of the candidate will be shared between both universities to facilitate the co-operation. For day-to-day functions, the rules of the local university will apply

13. Regulations

The candidate is expected to abide by the published academic and general regulations of the home and the partner university (when on placement).

14. Student Responsibilities

The enrolled student will be expected to follow the university's procedures and abide by the regulations of the respective universities:

1. The candidate must conduct him/herself in a responsible manner at all times, recognising that he/she will be acting as an ambassador for the Erasmus Mundus Consortium and both universities.
2. The candidate agrees to provide the universities, through the supervisors, with all relevant information which might affect his/her research work, including ineffective facilities, personal circumstances or medical conditions.
3. The candidate agrees to undertake the work under the guidance of the supervisors and to respond appropriately to instructions also meeting deadlines which are set.
4. The candidate shall have the right to complain about any aspect of the provision. Due to the nature of the joint degree the following principles shall be apply, but a detailed procedure will be included in the Handbook:
 - a. The candidate shall refer the complaint or academic appeal to the university responsible for the provision in question. That university shall deal with the complaint/appeal in accordance with the procedures in force at the time.
 - b. Should the candidate be not content with the outcome, the candidate shall appeal or request that the case be reviewed by that university, if procedures allow.
 - c. Should the candidate remain unhappy with the outcome the candidate shall be entitled to approach the Consortium's Board of Studies to consider the case.
 - d. Should the complaint regard the management of the Erasmus Mundus Consortium, or be regarding an issue of general concern and not specific to one particular institution, the issue shall be referred to the Board of Studies of the Erasmus Mundus Consortium.
 - e. In addition, a candidate might have the right to approach an ombudsman within the country of one of the partners, provided that :
 - the case related to the provision offered by the institution concerned
 - that internal procedures had been exhausted.

15. Stays in the different universities

The length of time spent in each institution has been agreed jointly by the two supervisors in accordance to the programme plan which is attached as Appendix I. The placements and collaborative nature of the supervision shall be recognised on the joint degree certificate. Further study placements shall be agreed by both supervisors. Due to the unpredictable nature of the research work, the programme plan might need to be reviewed and amended occasionally.

16. Duties of partner institutions

The candidate shall be a full member of the research unit in which he/she performs work. As such, the candidate shall be assisted with incoming procedures (visa, permits, housing, insurance, access to a bank account, ...) and will be granted the means necessary to conduct research (research facilities, libraries, computing facilities, ...).

The candidate shall also be made part of institutional social activities and shall be represented within the institutional political bodies.

The supervisor and the research unit director shall make sure that such measures are taken.

The Consortium helps the candidate planning and organizing his/her mobilities.

The Consortium organizes activities specifically aimed at maximizing the candidate's high-level employment opportunities.

Among other activities, the Consortium will accompany the candidate's insertion in research and professional networks, and provide project management seminars, tutorials on career development and intellectual property as well as teacher's training.

17. Social Security and Insurance

The candidate shall be covered by the insurance policy of [name of University I] when at [name of University I]. When at partner [...name of University II] the candidate will be covered by [...name of University II]. For all other risks, the student will be covered by adequate personal insurance provided by the EMJD consortium.

IV. Financial issues

18. Source(s) of funding and payments to the candidate¹

¹ The sums given below may be modified over the years due to changes in the applicable regulations. Such modifications will have to be brought to the attention of all the parties to the present contract (see below).

18.1 Sponsors

The candidate's work will be funded through the following entities:

Entity 1: € [HEIs, EC, private donor...]

Entity 2: ...€

18.2 Payment of salary

PhD students with an Erasmus Mundus Fellowship will have the first 3 years of their doctoral studies covered by the fellowship, while any extension of their studies during the 4th year will be covered by other sources of the SEED consortium.

Once mandatory taxes will have been acquitted, resulting total funds allocated to the student amount to ... €. More precisely:

Over the period from [date] to [date], the candidate will receive a monthly allowance of ... € as a labour contract.

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18.3 Additional support

In addition, depending on the type of funding, candidates may be granted travel and installation expenses and a fee contribution.

[If applicable] On [date], the candidate shall receive [the lump sum of ... €]/ [reimbursement of expenses upon invoice up to the maximum amount of ... €], for [concept]

18.4 Candidate's bank coordinates

All above-mentioned amounts, if due by any of the Consortium's partners, shall be transferred on the bank account mentioned in the financial identification form attached. The doctoral candidate is responsible for submitting the correct data concerning his/her bank account. The Consortium may stop the (monthly) payments after adequate warning, in case the candidate:

- does not pay the required fees (see below);
- moves away from the above mentioned research project without the doctoral committee's approval;
- misses participation in the mandatory programme's activities;
- fails to present satisfactory progress reports;
- makes unsatisfactory progress, or does not comply with the usual rules of conduct implicit in his/her registration at the institution;
- fails to fulfil her/his obligations.

19. Candidate's contribution to programme fees

If applicable, the candidate shall pay fees according to the following scheme:

Year ... , ... €

Year , ... €

Fees are due to:

<<Details about the form of payment>>

V. Modification, mediation and cancellation

It is the signatories' responsibility to inform in writing the EMJD-SEED Coordinator of any changes this agreement may need.

The doctoral committee shall be informed of any amendment.

If one of the supervisors changes, or if a major change in the candidate's research project seems necessary - such as an extension of the duration or a major change in the topic, then a new agreement must be drawn up requiring the consent of

the doctoral committee. The contract may be cancelled if the candidate does not fulfil the scientific requirements and other obligations set out in the agreement.

All changes in the financial conditions have to be brought to the attention of all parties to the present agreement, who shall work collectively towards warranting the doctoral candidate the best possible conditions under the existing constraints. Once these (new) conditions have been determined, they will have to be included into an amendment of the present agreement.

In the event of minor changes to this agreement, an amendment may be proposed by the party concerned and incorporated to the agreement as an annex signed by all parties.

Any breach of contract by the doctoral candidate may lead to the cancellation of this agreement.

Any conflict among the parties signing this agreement should be brought to the attention of the EMJD-SEED programme's coordinator, who shall seek the best way to resolve it in collaboration with the doctoral committee.

This agreement is not complete without the following annexes:

- Annex 1: European Charter for Researchers and The Code of Conduct for the Recruitment of Researchers

- Annex 2: Candidate's financial identification form

The first EMJD-SEED local administrative office is responsible for the formalization of the agreement upon the candidate's arrival and a signed copy of this agreement will have to be stored at that office.

Signatures:

The candidate

EMJD-SEED Coordinator

Date:

Date:

Supervisor 1

Supervisor 2

Date:

Date:

Representative of University 1

Representative of University 2

Date:

Date: