

## Doctoral Candidate Agreement

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

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

### 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-DC 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]2: ..... .

#### 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 in .....as 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.

"At least one of them must not belong to the research team of the supervisors. The members of the doctoral committee must have the title of Doctor obtained after public defence of a doctoral thesis or provide evidence of an equivalent level of expert knowledge."

### 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.

## 8. Final examination

The thesis will be subject to only one public examination (thesis defence), recognized by all degree awarding institutions. According to local regulations in force in the awarding institutions, a private examination in presence of all members of the jury may be required before the thesis defence. 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 degree awarding institutions. They will commonly agree to set a date and call a jury respecting the rules of the degree awarding institutions.

### 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. All the members are required to have gained the academic rank of Doctor after having defended a thesis or provided evidence of expert knowledge of an equivalent level. 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.

If allowed by local regulations and rules, the diploma(s) shall bear mention of the speciality 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-DC joint-doctorate programme, the names and titles of the jury members and the date of defence.

### 9.2 Diploma Supplement

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-DC 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-DC 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-DC 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-DC 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

For fellowship holders: While performing work at the university ... , the candidate will benefit from a labour contract or fellowship with the following conditions ...

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This labour contract or fellowship includes pension rights and unemployment benefits.

### 12. 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 EMJD-DC Consortium will make sure that the candidate is subscribed or subscribes to proper medical care, personal liability insurance policies, and checks that these are effective and also cover for mobility and transition periods.

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.

#### IV. Financial issues

##### 13. Source(s) of funding and payments to the candidate<sup>1</sup>

###### 13.1 Sponsors

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

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

Entity 2: ...€

###### 13.2 Payment of salary/fellowship

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 or fellowship.

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

###### 13.3 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]

###### 13.4 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.

##### 14. Candidate's contribution to programme fees

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

Year ... , ... €

Year .... , ... €

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<sup>1</sup> 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).

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-DC 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 and the institutions concerned. 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-DC 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

Annex 3 : International agreement for a co-tutelle between the two institutions involved within the frame of the EMJD-DC programme

The first EMJD-DC 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-DC Coordinator

Date:

Date:

Supervisor 1

Supervisor 2

Date:

Date:

Representative of University 1

Representative of University 2

Date:

Date: