**MODEL AGREEMENT FOR JOINT DOCTORATE**

**Between:**

**Erasmus University Rotterdam** (hereinafter also referred to as **EUR**), a legal entity governed by public law with registered offices at Rotterdam, the Netherlands, registered at the Netherlands Chambers of Commerce under number 24495550, with premises at Burgemeester Oudlaan 50, 3062 PA Rotterdam, hereby lawfully represented by the President,  **<Name>**

and

**<Partner University>** (hereinafter also referred to as **<…>**), a legal entity governed by public law with registered offices at **[town/city], [country]**, registered at the **[…]** Chambers of Commerce under number **[…]**, with premises at [**address]**, hereby legally represented by the Rector Magnificus, **Professor <Name>**

**[possibly other Partner University]**

hereinafter also referred to separately as ‘**Partner University**’ and jointly as ‘**Partner Universities**’.

and

**[Candidate]**

**The Partner Universities hereby agree as follows:**

**Joint doctorate (PhD) degree**

Hereby the Partner Universities agree to jointly implement a doctoral research programme, which – upon successful completion – will lead to a jointly awarded PhD qualification for the participants admitted in this doctorate research programme, a Joint Doctorate degree.

For Erasmus University Rotterdam, the **<Faculty>** will be responsible for the joint supervision.

For <Partner>, the **<Faculty>** will be responsible for the joint supervision.

**Definitions (see definitions doctorate regulations 2025).**

**Agreement**

1. This Agreement is conducted under the provisions of the General Partnership Agreement between EUR and <Partner>, and:
	1. For the EUR:
		1. Article 7.18, sub 6 of the Higher Education and Scientific Research Act (WHW);
		2. The 2025 EUR Doctoral Regulations;
	2. For **<Partner>:**
		1. ….
		2. ….
2. In the event of contradictory stipulations, the Doctoral Regulations of EUR (where the defence will take place), shall apply.
3. Partner Universities agree, in accordance with the applicable laws, rules and the respective Doctoral Regulations in force in each of their respective countries, to jointly organise the supervision of the doctoral research of the candidates admitted in the joint degree programme.
4. The candidate is enrolled in the Doctorate programme **<Name programme>** at EUR and in the Doctorate programme **<Name programme>** at **<Partner>.**
5. The (provisional) title of the thesis is **<TITLE THESIS>**.

**Period**

1. The period for researching and writing the theses shall be **<…>** years / **<…>** months, commencing from **[date & year].**
2. Where necessary, such term can be prolonged in accordance with the rules in force at both of the Partner Universities.

**Obligation of the Partner Universities**

Partner Universities undertake to notify each other of all the information and documentation useful for the purposes of organising the Joint Doctorate.

**Candidates’ rights and responsibilities**

1. The Candidates shall be registered at both Partner Universities and shall pay the usual registration fees, if applicable, to **<EUR / Partner>** and be exempted from such fees at <**EUR / Partner>**.
2. The Candidate shall observe the rules and customs of the Partner Universities.
3. The Candidate undertakes all steps necessary in order to arrange due health insurance, insurance cover against physical injuries and civil liability during his/her stay at each Partner University. The candidates for this joint PhD programme shall observe the rules and customs of the universities.
4. Candidate has to register at EUR in the Hora Finita system.
5. Information about social security, (health) insurances and visa will be provided by the Partner Universities to the Candidate.

**Joint supervision**

1. The Partner Universities agree that they shall be jointly responsible for the educational programme of the PhD candidate and the supervision of the doctoral research and thesis.
2. The candidate is coached and tutored by the following four (co)supervisors:
	1. Professor **<Name>**, thesis supervisor at EUR;
	2. Professor **<Name>**, thesis supervisor at **<Partner>**.
	3. Dr. **<Name>**, thesis co-supervisor at EUR
	4. Dr. **<Name>**, thesis co-supervisor at **<Partner>**.
3. The (Co)supervisors will jointly be involved in the continuing assessment of the Candidate’s work in progress and will fully carry out their responsibilities in accordance with the rules and requirements of their respective Partner Universities. Where any such rules and requirements between the Partner Universities are in conflict, the Supervisors will negotiate a compromise suitable to both Partner Universities regulations.

**Location of the research**

The thesis shall be researched and written in alternating periods (more or less of equal length) at both Partner Universities. The duration of such periods shall be fixed by agreement between the two thesis Supervisors (at least 6 months of the overall duration of the doctorate at both Partner Universities).

**Approval of the thesis**

The approval of both thesis Supervisors will be registered in Hora Finita, after which the thesis wil be sent from the Hora Finita system to the Assessment Committee, according to the Doctoral Regulations of both Partner Universities.

**The Doctoral Committee**

1. The Assessment Committee shall be appointed by both Partner Universities and shall comprise at least four members, according to the Doctoral Regulations of both Partner Universities.
2. The Doctoral Committee shall be composed by the Asessment Committee and will be extended with a minimum of two and a maximum of four members according to the Doctoral Regulations of both Partner Universities.
3. (Co)supervsiors cannot partcipate in the assessement committe nor the doctoral commitee.

**Language of the thesis**

1. The thesis shall be written in English, or Dutch (other languages need to be approved by the doctoral board of EUR).
2. In case the thesis is written in English, a summary of the doctoral thesis is to be provided in Dutch.
3. In case the thesis is written in another language, approved by the doctorate board, a summary of the doctoral thesis is to be provided in English and Dutch **[and language of Partner University].**
4. In case the thesis is written in Dutch, a summary of the doctoral thesis is to be provided in English.

**Defence Ceremony**

1. The public defence of the doctoral thesis shall be in **<English / Dutch>** agreed upon as stipulated in the Doctoral Regulations.
2. The public defence of the doctoral thesis is to take place at **<EUR >** and is duly recognised by the Partner Universities. A second graduation ceremony after the public defence at EUR at **<Partner>** may take place.

**Degree Certificate**

1. As proof of attaining the degree, the PhD candidate receives a paired diploma with a reference to the joint supervision in an additional sentence.

**Award of the degree**

1. The Candidate shall be conferred the degree of Doctor (Dr.) / Doctor of Philosophy (PhD) after the public oral defence.

**Intellectual Property and copyrights**

1. Arrangements to safeguard and divide any intellectual property generated as a result of this Agreement meet the Rules of Intellectual Property of both Partner Universities.
2. With respect to copyrights, the results of the research performed by the Candidate will be available to the Partner Universities signing the present Agreement. The copyright of the thesis itself lies with the Candidate or the Partner University, depending on the Rules of Intellectual Property of the Partner University.
3. Due to the specificity of the research, a different regulation could be specified in an agreement between the Partner Universities and the Candidate.

**Personal data of the Candidates**

1. All Partner Universities in this Agreement have a responsibility to ensure that the Personal Data of the Candidate(s) that will be subject to Data Processing are accurate and up-to-date, and will be well protected as required under Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, ‘GDPR’).
2. Every Partner University has a responsibility to inform the Candidates as follows:
	1. the purposes for which the Partner University will store and process the personal data: the Partner Universities need to Process the Personal Data in order to perform [educational and] administrative purposes and responsibilities to the Candidates and others;
	2. the period during which the Data Processing will take place;
	3. with whom the Personal Data collected by the Partner Universities may be shared in the fulfilment of the collegiate responsibilities of the Partner Universities and for which purposes;
	4. that the Partner Universities may disclose the Personal Data to other (specified) bodies outside of the Partner University in order to fulfil its aforementioned responsibilities and purposes.
3. For the transfer of Personal Data outside the European Economic Area where countries either have no data protection legislation, or have different data protection or privacy regimes and so may not always protect Personal Data of the Candidate(s) to the same standard as within the European Economic Area, the Partner Universities will take additional measures, such as, but not limited to, the use of the Model contracts for the transfer of personal data to third countries of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy[[1]](#footnote-1).
4. When data processing is outsourced to a third party, a separate Data Processing Agreement which is in compliance with the GDPR must be signed between a Partner University/the Partner Universities and the relevant third party.[[2]](#footnote-2)

**Disputes and applicable law**

1. The Agreement shall be in every respect understood and operated as an Agreement made in the Netherlands and according to Dutch Law.
2. In the event an issue arises that is not covered by this Agreement, the Partners shall make all reasonable efforts to settle disputes in an amicable way or find a solution through consultation.
3. Any disputes that remain unsolved shall be heard exclusively by the competent court in Rotterdam, The Netherlands.

**Validity of the Agreement**

1. This Agreement is drawn up in one digital file, which shall be signed via Valid Sign, after which it has binding legal force.
2. This Agreement can be modified or terminated by mutual consent of the Partner Universities with at least 12 months advanced by written notice. Arrangements will be made for the registered Candidates to complete the research.

**Appendices**

1. All the appendices are an integral part of this Agreement.
2. The following appendices are added:
	1. Standard Contractual clauses <**within / outside>** the European Higher Education Area.
	2. Article 7.18, sub 6 of the Higher Education and Scientific Research Act (WHW);
	3. The 2025 EUR Doctoral Regulations;
	4. **…Partner>;**
	5. **…Partner>.**

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| --- | --- |
| President EURProfessor ……….[name]SignatureDate…. | …[position] …[Partner University]Professor …….….[name]SignatureDate…. |
| Dean [Faculty] EURProfessor ….[name]SignatureDate…. | …[position] …[Partner University]Professor ….[name]SignatureDate…. |
| Supervisor [department/faculty] EURProfessor ….[name]SignatureDate…. | Supervisor [Partner University]Professor ….[name]SignatureDate…. |
| PhD candidate….[name]SignatureDate…. |  |

1. See: <https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en> [↑](#footnote-ref-1)
2. Please contact: privacy@eur.nl or legal.advice@eur.nl . [↑](#footnote-ref-2)