

AGREEMENT FOR A JOINT DOCTORATE

Between:

Erasmus University Rotterdam (EUR) (hereinafter also referred to as “University”), 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, for the purpose of this Collaboration agreement (“Agreement lawfully represented by the Rector Magnificus, Prof dr. R.C.M.E. Engels and

Universidad De Cordoba (hereafter: UCO), located at Avd. Medina Azahara, 5; 14071 Córdoba, Spain, legally represented by the Rector, Dr. D. José Carlos Gómez Villamandos.

Hereinafter referred to separately as ‘Partner’ and jointly as ‘Partners’

Considerations:

Hereby the partner institutions agree to jointly supervise doctoral research which – upon successful completion – will lead to a jointly awarded PhD qualification.

For Erasmus University Rotterdam the International Institute of Social Studies (ISS) will be responsible for the joint supervision.

Article 1 Definitions

- Agreement: This agreement for a joint doctorate
- Candidate (PhD candidate): A person who is enrolled in the joint doctorate programme and is registered in all partner universities
- Defence ceremony: the public defence of the doctoral dissertation on the basis of which the candidate may be admitted to the degree of Doctor.
- Degree certificate: the diploma awarded for successfully completing of a doctoral programme
- Doctoral Committee: The inner and the plenary committee before which the defence ceremony must take place.
- Doctorate Board: the Doctorate Board as referred to in Article 14 of the University’s Administrative and management Regulations
- Doctorate program: research program in which the doctoral research and supervision take place
- Doctoral regulations: The Erasmus University Rotterdam Doctoral Regulations 2015¹
- Inner doctoral committee: the committee established by the Doctorate Board of the partner(s) that decides whether the doctoral Candidate may be allowed to defend his or her dissertation

¹ See: https://www.eur.nl/sites/corporate/files/EN_promotiereglement_2015.vastgesteld_door_CvP.jan16.pdf

- Supervisor: (promotor) the professor appointed by the Doctorate Boards in accordance with the provisions of the Doctoral Regulations
- Partner Universities: Universities that agreed to cooperate in the joint / double doctorate of the candidate.

Article 2 Agreement

1. This Agreement is conducted under the provisions of:
 - For the EUR:
 - Article 7.18, sub 6 of the Higher Education and Scientific Research Act (WHW)
 - The Doctoral Regulations EUR 2015
 - For UCO:)
 - The Spanish Royal Decree 99/2011, of January 28, by which the PhD is regulated; the regulations of Doctoral Studies at the University of Córdoba; the Statutes of the University of Cordoba; as well as the Organic Law 6/2001 of 21 December, of Universities
2. Purpose of the Agreement; Partners agree, in accordance with the applicable laws, rules and regulations in force in each of their respective countries, to jointly organise the supervision of the doctoral research of Zoe Wilen Brent, the Candidate.
3. Doctorate program; The Candidate is enrolled in the research Doctorate program PhD in Development Studies, at the EUR, and in the PhD program in Natural resources and sustainability at UCO, and title of the thesis is: Navigating the state to ensure agricultural land access and generational turnover among farmers in the Basque.

Article 3 Period

The period for researching and writing the thesis shall be 3 years, commencing from October 2018. Where necessary such term can be prolonged in accordance with the rules in force at both of the Partners.

Article 4 Obligation of the Partners

Partners undertake to notify each other of all the information and documentation useful for the purposes of organising the joint doctorate / double doctorate.

Article 5 Candidates rights and responsibilities

1. The Candidate shall be registered at both universities and shall pay the normal registration fees, if applicable, to UCO and be exempted from such fees at EUR.
2. The Candidate shall observe the rules and customs of the 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 university.
4. Information about social security, (health) insurances and visa will be provided by Partners to the Candidate.

Article 6 Supervision

Candidate is coached and tutored by the following Supervisors:

- Professor Murat Arsel, thesis supervisor at EUR;
- Professor Mamen Cuéllar Padilla, thesis supervisor at UCO.

The 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 universities. Where any such rules and requirements between the Partners are in conflict, the Supervisors will negotiate a compromise suitable to both Partners regulations.

Article 7 Location of the research

The thesis shall be researched and written in alternating periods (more or less of equal length) at both 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 universities).

Article 8 Approval of the thesis

The approval of both thesis supervisors will be in writing, after which the thesis can be sent to the Inner doctoral committee, according to the Doctoral Regulations.

Article 9 The doctoral committee

1. The Inner doctoral committee shall be appointed by both Partners and shall comprise at least five members, including the two thesis supervisors, according to the Doctoral Regulations of both partners.
2. The plenary doctoral committee shall be composed by the inner doctoral committee and will be extended with at least 2 members according to the Doctoral Regulations of both partners.

Article 10 Language of the thesis

1. The thesis shall be written in English.
2. The mandatory summary of the doctoral thesis in Dutch is to be provided by ISS.
3. The title and a summary of the doctoral thesis is to be provided in Spanish.

Article 11 Defence ceremony

1. The public defence of the doctoral thesis shall be in English.
2. The public defence of the doctoral thesis is to take place at ISS (The Hague, The Netherlands) and is duly recognised by both Partners.

Article 12 Degree certificate

The Partners shall confer a joint doctoral degree as proof of obtainment of the doctorate. They shall each present a doctorate certificate to the Candidate -. The international joint supervision and cooperation of the Partners shall be indicated on the certificate. If two degree certificates are presented, they jointly refer to a single deed, and this shall be indicated on both documents.

Article 13 Award of the degree

1. The PhD candidate shall be conferred the legal degree of Doctor after the public oral defence.
2. The EUR will award a doctorate.

Article 14 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 Partners.
2. With respect to copyrights, the results of the research performed by the Candidate will be available to the Partners signing the present Agreement. The copyright of the thesis itself lies with the Candidate.
3. The presentation, deposit and reproduction of the thesis shall be done in each and every country in accordance with the applicable regulations in force. The protection of the subject matter of the thesis and likewise the publication, exploitation and protection of the results obtained by the candidate's research in the contracting Institutions shall be subject to the applicable law in force and guaranteed in compliance with the specific procedures in this regard of each of the countries involved in the joint thesis.
4. If requested, the provisions in connection with intellectual property rights may be agreed in specific protocols or documents.

Article 15 Personal data of the PhD Candidate(s)

1. Both Parties in this (Partnership/Consortium) agreement have a responsibility to ensure that the Personal Data of the PhD 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).
 - Every Party has a responsibility to inform the PhD Candidate(s) the purposes for which the Party will store and process the personal data: the Parties need to Process the Personal Data in order to perform educational and administrative purposes and responsibilities to the PhD Candidate(s) and others.
2. 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 PhD Candidate(s) to the same standard as within the European Economic Area, the Parties 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 privacy².

² See: https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en

3. 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 Party/the Parties and the relevant Third Party.³

Article 16 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.









Article 17 Validity of the Agreement

1. This Agreement is drawn up in 7 originals; three per Partner university and one for the Candidate, which have binding legal force.
2. This Agreement shall be effective as and from the date of its execution by the authorised representative of each Partner and shall be valid until the thesis will be orally defended.
3. In the event that the Candidate does not register in one or other of the contracting Partners, renounces in writing or is not authorised to continue researching and writing the thesis by virtue of a decision made by one of the two thesis supervisors, the Agreement with that Candidate is instantly terminated.
4. This agreement can be modified or terminated by mutual consent of the partner institutions with at least 12 months advanced by written notice. Arrangements will be made for the candidate to complete the research.
5. This agreement can be terminated by the Candidate

Article 18 Appendices

1. The Appendices are an integral part of this Agreement.
2. The following appendices are added:
 - Erasmus University Rotterdam 2015 Doctoral Regulations;
 - The Spanish Royal Decree 99/2011, of January 28, by which the PhD is regulated;
 - The regulations of Doctoral Studies at the University of Córdoba;
 - The Statutes of the University of Cordoba.

³ Model Agreement for the sharing of data is bij JZ op te vragen: legal.advice@eur.nl .

<p>Rector Magnificus EUR Prof.dr. R.C.M.E. Engels</p> <p>Signature </p> <p>Date: 06-06-2019</p>	<p>Rector, UCO Dr. D. José Carlos Gómez Villamandos</p>  <p>Signature </p> <p>Date: 2-05-2019</p>
<p>Rector ISS EUR Prof.dr. I. Hutter</p> <p>Signature </p> <p>Date: 19-12-16</p>	<p>Director de la Escuela de Doctorado Universidad de Córdoba Dr. Arturo F. Chica Pérez</p>  <p>Signature</p> <p>Date: 25-03-2019</p>
<p>Supervisor ISS, EUR Prof.dr. M. Arsel</p> <p>Signature </p> <p>Date: 28-02-2019</p>	<p>Director de Tesis; Universidad de Córdoba Mamen Cuéllar Padilla</p>  <p>Signature</p> <p>Date: 25/03/2019</p>
<p>The candidate: Zoe Wilen Brent</p> <p>Signature </p> <p>Date: 11-03-2019</p>	