

# MEMORANDUM OF UNDERSTANDING JOINTLY-AWARDED PhD DEGREE

#### **BETWEEN**

UNIVERSITY OF EDINBURGH, ("Edinburgh")
EDINBURGH, SCOTLAND

AND

## AARHUS UNIVERSITY, ("AU") AARHUS, DENMARK

## 1. Purpose

AU and Edinburgh, (the Partner Universities) recognise that collaborative research and jointly supervised research students are effective means of academic cooperation between the Partner Universities. The purpose of this Memorandum of Understanding (MoU) is to endeavour in the establishment of a jointly awarded Doctor of Philosophy (PhD) degree programme to enable research students to be awarded a single joint PhD degree for a programme of research undertaken at both AU, and Edinburgh, as to allow the fostering of stronger collaborative activities between the partners.

Nothing herein shall diminish the full authority of either Partner University.

## 2. Terminology: Jointly Awarded PhD Degree

A **jointly-awarded PhD** is a qualification conferred upon a student on completion of a collaborative programme established by the partner institutions. It is characterised by:

- Meeting the academic requirements of both universities
- Agreement regarding the nomination of a lead university
- Joint supervision of students between nominated and qualified staff at doctoral degree-awarding institutions
- A single degree awarded for one PhD thesis
- Parchment(s) issued which indicate that there has been joint supervision

## 3. Memorandum of Agreement





Each collaborative student agreement established under the terms of this MoU will be the subject of a separate Memorandum of Agreement (MoA) entered into between the institutions concerned. The MoA must be approved by both supervisors, the student, the Head of School and a designated authorised university signatory (including individuals acting on behalf of a committee, where appropriate). Normally joint PhD programme arrangements should be established at the outset.

Specific items for inclusion or detailed clarification in the Memoranda of Agreement between partner institutions would include the topics covered by Articles 4-9 of the 12 Articles of this MoU.

## 4. Duration of PhD

Duration of research and study for the PhD will normally be not less than three years full time equivalent. Departure from this normal duration would be specified in the MoA but should be within the framework of partner institutions' regulations.

## 5. Management and Administrative Arrangements

For each student accepted for study on a joint PhD programme, one of the collaborating institutions will be designated as the **Lead University** responsible for overall administration.

The admission of the student will be at the Lead University while the enrolment will be at both universities. Each partner institution must arrange for the admission and enrolment of the student in accordance with their own procedures. The student's matriculation details will be included in the statistical information on student numbers compiled by both Partner Universities, as appropriate and required.

The financial arrangements between collaborating institutions for tuition fees and student support should be stated in the MoA in each specific case and agreed by the participating Schools/Department.

## 6. Rules and Regulations

Each participating research student will be subject to the degree programme regulations of the lead Partner University including assessment regulations, unless otherwise determined in the separate MoA for the participating research student. Rules in respect of such matters as computing regulations and health and safety will be in accordance with the rules of the Partner University at which the participating research student is at any one time studying or under its direct supervision.

If the participating student is suspected of an alleged offence or is victim of an incident



## THE UNIVERSITY of EDINBURGH



committed within the precincts of one of the Partner Universities it will normally be the code of discipline and procedures of that Partner University which will apply. If the offence or incident occurs outwith the precincts of either Partner University, it will be the codes and procedures of the lead University which applies unless otherwise stated in the MoA. The Partner Universities will have overall joint responsibility for the academic quality and standards of the research programme.

For the part of the PhD-program taken at University of Edinburg the students are covered by the laws of Scotland and the UK, as appropriate, including those concerning visas and overseas students (i.e. the UK Borders Act 2007). For the part of the PhD-program taken at Aarhus University the students are covered by the provisions set out in Danish legislation including the University Act and rules laid down under the University Act.

To ensure overall safeguarding of students, Edinburg University and Aarhus University will ensure that the individual student is admitted in the PhD-program at either Edinburg University or Aarhus University, whereas enrolment to the PhD-program will take place at both universities.

## 7. Supervision, Counselling and Advising

Each Partner University shall identify at least one named supervisor who will apply the standard rules and processes to the supervision and support of participating research students as would be applied to students in the Partner University undertaking a Doctor of Philosophy (PhD) programme. Details of supervisory arrangements will be as stated in the MoA. As a minimum, nominated supervisor/s from each Partner University shall hold an actual or virtual meeting with the participating research student at least once each academic year. In addition, identified supervisor/s of the Partner Universities will hold an actual or virtual meeting at least once each academic year to discuss the progress of the participating research student.

## 8. Assessment, Awarding of Degree and Graduation

Examination procedures will be agreed by the Partners and will be stated in the MoA.

Participating research students who successfully complete this joint PhD programme will be awarded a single degree parchment and will be able to attend an appropriate graduation ceremony hosted by either but not both of the Partner Universities. On payment of any fee, if appropriate, individuals conferred with a jointly awarded degree under the terms of this Memorandum shall be recorded as an alumnus of both Partner Universities and a member of the General Council of the University of Edinburgh.

#### 9. Intellectual property



## THE UNIVERSITY of EDINBURGH



A separate Memorandum of Agreement will set out the intellectual property rights in respect of the research programme of study to be undertaken by each particular research student. This will include clarity on the ownership and control of intellectual property used or generated by the participating research student and Partner University staff and in respect of the latter will make reference to any intellectual property jointly developed by the Partner Universities.

## 10. Language

This Memorandum and separate Memoranda of Agreement shall be written in English.

Each PhD thesis produced in terms of this Memorandum will be written in English. If English is not the official language in which a Partner Institution is operating, a substantial abstract in the language of the Partner, as stated in the MoA, shall also be lodged and published with the thesis.

## 11. Dispute Resolution

If there is a difference in the interpretation or execution of this document, both Parties agree that they will solve it by mutual agreement.

## 12. Final Disposition

Unless terminated earlier by mutual consent or under the provisions of this Memorandum, this Memorandum will remain in force for five years from the date of its execution (or such longer period if an additional term(s) is agreed) (the "Term").

Either party may terminate this Memorandum on written notice to the other party received at least one year in advance of the desired date of termination. This agreement may be modified by mutual consent of the Parties, formalized through written communication, specifying the date when they shall enter into force. Termination or modification of the agreement can be agreed as long as this is not detrimental to any participating research student. Early termination of this agreement shall in no way affect the conclusion of the cooperation activities formalized during the time it remained in force.

One year before the expiry of the Term, the Partner Universities will review the provisions of this Memorandum and by mutual consent may renew the Memorandum for an additional term with or without amendment/s to the provisions within the Memorandum provided that this is not to the detriment of any research student then participating in the joint PhD research programme. Mutual written approval from an authorised signatory of AU and Edinburgh, will be required to execute any amendment/s or to sanction additional term/s.



## This Memorandum of Understanding is signed

On behalf of the University of Edinburgh:

The University of Edinburgh is a charitable body, registered in Scotland, with registration number SC005336.

Signed on behalf of the Principal and Vice -Chancellor by

Vice-Principal Professor Mary Bownes

On behalf of Aarhus University:

Signed by

Rector Lauritz B. Holm-Nielsen