

REPÚBLICA DE CHILE
UNIVERSIDAD DE SANTIAGO DE CHILE
DEPARTAMENTO DE RELACIONES INTERUNIVERSITARIAS E
INTERNACIONALES

**APRUEBA CONVENIO ENTRE LA UNIVERSIDAD DE
SANTIAGO DE CHILE Y GHEENT UNIVERSITY, BELGICA.**

SANTIAGO, 01/04/21 - 1553

VISTOS: El DFL N° 149 de 1981 del Ministerio de Educación y la Resolución N°6 y N°7 de 2019 de la Contraloría General de la República.

CONSIDERANDO:

La importancia para la Universidad de Santiago de Chile de promover la cooperación académica e interinstitucional e internacional y fomentar las relaciones bilaterales de carácter académico.

RESUELVO:

APRUEBESE el convenio, suscrito entre la Universidad de Santiago de Chile y Ghent University, Bélgica, con fecha 26 de noviembre de 2020 y cuyo texto es el siguiente:

**Partnership agreement governing
the joint supervision and awarding of a doctorate
between Ghent University and Universidad de Santiago de Chile**

Between

Ghent University, a public institution with legal personality, duly organized and existing under the Special (Flemish) decree of 26 June 1991 on Ghent University and the University Centre of Antwerp (Belgian Official Gazette of 29 June 1991), as amended afterwards, having its registered office in Sint-Pietersnieuwstraat 25, 9000 Gent (Belgium), with company registration number 0248.015.142, represented by Prof Rik Van de Walle, PhD, Rector, by delegation pursuant to the Board of Governors' decision of July 3, 2015, who entrusts the execution of the present agreement to Prof Patrick De Baets, PhD, Dean of the Faculty Engineering and Architecture, hereafter referred to as "**UGent**"

and

Universidad de Santiago de Chile, a public institution with legal personality, duly organized and existing under the DFL-149 of the Ministry of Education of Chile, having its registered office at Avda. Alameda Libertador Bernardo O'Higgins 3363 [Postal code: 8350709] Estación Central, Santiago, represented by Prof Juan Manuel Zolezzi Cid, PhD, Rector, by delegation pursuant to Decree 241 of the Ministry of Education of Chile of August 9th, 2018, who entrusts the execution of the present agreement to Vice Chancellor of Postgraduate Programs, Prof Cristian Parker, PhD, hereafter referred to as "**U. de Santiago de Chile**"

jointly referred to as 'the *partner institutions*'

and in due observance of the following:

- the Codex Higher Education dated October 11th 2013, ratified by the Decree dated December 20th 2013;
- the Flemish Government's decision of December 12th 2014 establishing the form of the higher education diploma and the content of the accompanying diploma supplement;
- the decision of the Executive Board of Ghent University pertaining to Partnership agreements governing the joint supervision and awarding of a doctorate diploma of September 28th, 2018;
- the UGent examination regulations and supplementary regulations of the Faculty of Engineering and Architecture of the academic year in which the doctorate is defended (see <http://www.ugent.be/ea/en/research/PhD/regulations.pdf>);
- the Decree with the Force of Law n° 149 Ministry of Education of Chile dated December 11th, 1982 which set the Organic Statute of the Universidad de Santiago de Chile;
- the Decree n° 241 of the Ministry of Education of Chile of August 9th, 2018 which appointed Prof Juan Manuel Zolezzi Cid, PhD as Rector of the Universidad de Santiago de Chile

the following has been agreed:

Article 1. – JOINT SUPERVISION AND THE AWARD OF A DOCTORAL DEGREE

The partner institutions hereby agree that they assume joint responsibility for the supervision of the doctoral research, the organisation of the doctoral examination and the award of the doctoral degree of PhD candidates.

For each PhD candidate, a separate appendix to this agreement is to be laid down, in which due reference to the present agreement regarding the general joint doctorate rules, shall be made.

Article 2. – Supervision of the PhD candidates

The PhD candidates have one or more supervisors in each of the partner institutions.

The PhD supervisors undertake to fully assume their responsibilities as the PhD candidates' supervisors, which includes consulting each other whenever they deem it necessary so as to be able to assess the progress being made in the research project.

Article 3. – Responsibilities and communication

Both partner institutions keep each other informed about the progress of the doctoral research of each PhD candidate. In particular, they inform each other, as soon as possible and at the latest 6 weeks (recesses not included) before the joint doctoral examination (see art. 16), about the following: the completion of the doctoral training programme if applicable (see art. 6), the admission given by each institution to take the doctoral examination (see art. 14) and the approval by each institution of the composition of the joint examination board (see art. 15). Each partner institution appoints an office/department responsible for this communication:

- At UGent:

- Office/Department: Dean's Office Faculty of Engineering and Architecture
- (General) email address: doctoraat.ea@ugent.be

- At U. de Santiago de Chile:

- Name: Prof Cristian Parker, PhD
- Vice Chancellor of Postgraduate Programs
- Email address: Cristian.parker@usach.cl (cc: luis.claveria@usach.cl)

Article 4. – Admission to the doctorate – Doctoral thesis subject

The PhD candidates must be admitted to the doctorate at each of the partner institutions involved taking into account the relevant admission procedures in force.

In the separate appendix for each PhD candidate the dates of admission to the doctorate at each of the partner institutions will be included.

During the admission procedure the subject of the doctoral thesis is to be laid down at both partner institutions. In the separate appendix the subject will be stated.

Article 5. – Enrolment, tuition fee and bench fee

The PhD candidates re-enroll at each of the partner institutions each academic year. They pay the tuition fee charged for the doctorate at each partner institution.

In addition to the tuition fee, UGent reserves the right to charge an annual fixed bench fee. Depending on the specific doctorate, the annual bench fee can vary between €4.880 and €17.920. The bench fee is due according to the number of months that the PhD candidate effectively conducts research at UGent and covers specific extra costs associated with the research (purchase special equipment, attend field courses, specialist laboratory work ...).

In the separate appendix for each PhD candidate the bench fee is inserted, if applicable.

Article 6. – Doctoral training programme

In case that one or both partner institutions impose a compulsory doctoral training programme on the PhD candidates, the PhD candidates must complete the compulsory doctoral training programme of one partner institution and will be exempt from completing a doctoral training programme in the other partner institution, unless otherwise agreed upon. The separate appendix will mention at which partner institution(s) the PhD candidates will complete the doctoral programme, if applicable.

The PhD candidates will, in any case, be entitled to participate in the doctoral training programme at both partner institutions according to the relevant regulations.

Article 7. – Residence and time schedule for the research periods

The PhD candidates shall spend alternate or consecutive research periods at the partner institutions. The time schedule for these research periods is to be determined by the supervisors and the PhD candidate in joint consultation and will be mentioned in the student specific appendix to this agreement.

The supervisors ensure that the PhD candidates conduct research at each of the partner institutions for at least 6 months.

Article 8. – Financial provisions

There will be no financial settlements between the partner institutions, except in case of specific other agreement between the partner institutions.

Article 9. – Insurance cover

The PhD candidates commit themselves to taking out health insurance, insurance against accidental physical damage and civil liability during the execution of the tasks concerning their doctoral research at the partner institutions, in accordance with the institutional and national regulations that apply in the partner institutions involved.

Article 10. – Protection of the research results and intellectual property rights

Nothing in this agreement shall affect the ownership of each party in and to its Background and relating intellectual property rights existing prior to this agreement or generated outside the doctoral research project.

'Background' shall mean information, techniques, know-how, software and materials – regardless of its form or medium – including all relating intellectual property rights, which are provided by a party prior to or after the date of this agreement, to be used in the performance of the doctoral research.

The research results created by the PhD candidate during a period of residence at one of the partner institutions exclusively with the means and support of that partner institution will be the exclusive property of that partner institution.

The research results shall be jointly owned by both partner institutions if all parties have contributed to the creation of the research results and if the features of the results are such that it is not possible to separate them. If necessary the joint owners can agree on protection measures and the exploitation of the jointly owned results in a separate agreement.

The research results that arise from the doctoral research, including their publication and exploitation, are protected within the valid regulations in each country and each partner institution.

All registered IP-rights (e.g. patents) related to Results shall be notified without delay in writing to the tech transfer office of each Partner Institution.

For UGent:

UGent TechTransfer
Contract Department
p/a St.-Pietersnieuwstraat 25
9000 Gent
Belgium
Tel: +32 9 264 30 30
contracten@ugent.be

For U. de Santiago de Chile

Dirección de Gestión Tecnológica
Avenida Libertador Bernardo O'Higgins 3363
Casa Central, primer piso, oficina 116
Estación Central
Región Metropolitana
Postal Code: 9170022
Tel: +56 2 2718 0061
dgt@usach.cl

Each Partner Institution shall have the worldwide, non-exclusive, non-transferable, non-sub licensable, fully paid-up right to use all research results for further internal non-commercial research and education purposes.

For the avoidance of doubt, the provisions described above shall not affect the copyright established by the PhD candidate in the course of conducting the doctoral research project which is subject to the Regulations Concerning the Copyright of Doctoral Dissertations at each Partner Institution.

Article 11. – Confidentiality

Each party agrees not to disclose to any third party any information disclosed to it under this agreement and marked by the disclosing party as confidential or stated in writing to be confidential. This obligation shall remain in force for a period of five years from the date of disclosure or from the termination date of this agreement, whichever is longer.

The above obligations of confidentiality, shall not apply to information which i) was in the possession of the recipient prior to initial receipt hereunder, ii) is now or becomes later generally available to the public without breach of this agreement, iii) is received without restrictions on its use or secrecy from a third party having the right to disclose such information, iv) the disclosing party gives the receiving party written permission to publish or use, v) the receiving party develops independently of any disclosure hereunder, or vi) is required to be disclosed by law.

Article 12. – Publications

Each publication or presentation (including the doctoral thesis) concerning the results of the doctoral research project shall be submitted to the other partner institution(s) for review, at least thirty calendar days prior to submission of the publication or presentation. The other partner institution(s) shall have the right during this period of thirty days to review the proposed publication or presentation and to make suggestions to: (i) delete confidential information disclosed by such partner institution to the other, and/or (ii) reasonably delay the publication in order to obtain protection of the results. Such reasonable delays shall not exceed three months from the date of receipt of the proposed publication. In the absence of comments within such period, the publication or presentation shall be deemed permitted.

Each partner institution undertakes to cooperate to allow the timely submission, examination, publication and defence of any thesis for a degree. In any event, such publication and defence may not be delayed for a period of more than six months without prejudice to obligations of confidentiality.

Publications should refer to the partner institutions' cooperation and, at either partner institution's request, should name said partner institution's staff members involved in deriving the results, subject to the generally accepted authorship guidelines for scientific publications.

Article 13. – Doctoral thesis

The single doctoral thesis is written in English.

A summary of the doctoral thesis is provided in English, Dutch and Spanish.

In the separate appendix for each PhD candidate will be inserted which lay-out prescriptions will be handled for the production of the doctoral thesis. At a minimum, the logos of both partner institutions are to be clearly visible on the front page of the thesis.

Article 14. – Admission to the joint doctoral examination

Each partner institution checks if the PhD candidates have fulfilled all the requirements (number of publications, completion of the doctoral training programme if applicable ...) before giving admission to the doctoral examination. Only if there is admission from both partner institutions the joint doctoral examination for each PhD candidate can be planned and organized.

The joint doctoral examination consists at least in a public defence of the doctoral thesis before a joint examination board (see art. 15). If applicable, a first part of the examination can be organized prior to the public defence.

In case that one of the partner institutions give admission for the doctoral examination and the other one doesn't, the joint supervision scheme as well as the separate appendix will be terminated, with immediate effect.

Article 15. – Joint examination board

The Joint Examination Board for the joint doctoral examination (i.e. the first part of the doctoral examination if any, and the public defence) is composed taking into consideration the regulations of both partner institutions.

The Joint Examination Board is appointed jointly by mutual agreement between both universities. In the event of conflicting stipulations concerning the composition and/or duties of the Joint Examination Board, the regulations of the partner institution where the public defence will take place, as set in Article 16, shall take precedence.

In any case, the Joint Examination Board consists of members of both partner institutions and at least one external member from academia, among others. The Joint Examination Board ideally consists of an equal number of members affiliated with each of the partner institutions.

Article 16. – Joint doctoral examination

If at one or at both partner institutions there is a prior evaluation procedure of the doctoral thesis before the public defence, this will be replaced by a joint evaluation procedure, agreed upon by both partner institutions as follows:

An internal (private) defence that takes place before the joint examination board as set in Article 15 at one of the partner institutions (as specified in the student specific appendix); members of the joint examination board are allowed to participate through videoconferencing;

Only the result of the deliberation of the abovementioned joint evaluation procedure (i.e. first part of the joint doctoral examination) will determine if the PhD candidate can continue with the public defence and will overrule any other evaluation undertaken by each of the individual partner institutions.

The public defence of the doctoral thesis will take place at one of the partner institutions (as specified in the student specific appendix), but is acknowledged by all institutions involved.

The joint doctoral examination (i.e. the internal, if any, and public defence) will take place in English.

Without delay, a copy of the deliberations report(s) of the joint Examination Board is sent to the bodies that are responsible for the administration for the students involved and their diplomas at each of the partner institutions. If required, the deliberations report is translated into a lingua franca.

Article 17. – Award of the degree

If the PhD candidates pass the joint doctoral examination, the partner institutions will award them a double degree.

Each institution prepares its own degree. Each degree refers to the joint supervision of the doctorate and to the degree that the partner institution will award.

In the separate student appendix the respective degree of each partner institution is included.

Article 18. – Settlement of disputes

Disputes should be reported to the relevant authorities of both partner institutions.

In the event of disputes between the parties that may affect the continuation of the doctoral research, the rectors or their delegates will mediate.

Article 19. – Protection and processing of personal data

The Parties may share Personal Data of individuals involved in the collaboration for the purpose of administering such as: name, business telephone, address, and email ("Business Contact Information"). Each Party may store and otherwise process such Business Contact Information. The Parties agree that Business Contact Information will only be processed to the limited extent as required for the performance of this agreement.

If for the performance of this agreement the processing of other than Business Contact Information is necessary, the Parties commit themselves to agree and enter into a data processing agreement, which shall amend this agreement, as is reasonably required to reflect each Party's rights and obligations.

Article 20. – Duration, modification and termination

This Agreement shall remain in force for five (5) years, from the date on which it is signed by the representatives of both parties.

Modifications to this agreement will be made through a modification agreement approved by both partner institutions and signed by all signing parties of this agreement.

This agreement may be terminated by any of the parties in case of clear and convincing evidence that the partner institution is involved in a serious violation of human rights. The party wishing to terminate the agreement will give notice of this intention to the partner institution, allowing the partner institution due time to respond to the allegations. In the absence of a satisfactory reply or in the absence of a reply in due time, the party seeking to terminate the agreement will reiterate its intention of doing so. The agreement will cease to have any effects between the parties from the moment that such second notice is given.

Date:	Date:
Prof Rik Van de Walle, PhD Rector UGent	Prof Juan Manuel Zolezzi Cid, PhD Rector U. de Santiago de Chile

ANÓTESE Y COMUNÍQUESE,

Dr. JUAN MANUEL ZOLEZZI CID, Rector

Lo que transcribo a usted para su conocimiento.

Saluda a usted,


GUSTAVO ROBLES LABARCA
SECRETARIO GENERAL

AB/GDLB/rma
IP 80288

DISTRIBUCIÓN:

- 1 Rectoría
- 1 Contraloría Universitaria
- 1 Secretaría General
- 1 Dirección de Relaciones Interuniversitarias e Internacionales
- 1 Oficina de Partes
- 1 Archivo Central