

DUAL DOCTORAL DEGREE AGREEMENT

between

University of Belgrade

and

Temple University --

Of The Commonwealth System of Higher Education

THIS AGREEMENT is effective as of the ___ day of _____ and is entered into between the University of Belgrade, Studentski trg 1, 11000 Belgrade, Serbia, represented by Rector Prof. Dr. Branko Kovačević, (hereinafter referred to as: "Belgrade"), and the University of Temple -- Of The Commonwealth System of Higher Education, 1801 N. Broad Street, Philadelphia, PA 19122, represented by President Dr. Richard M. Englert, (hereinafter referred to as: TEMPLE).

DUAL DOCTORAL DEGREE AGREEMENT

IN CONSIDERATION OF the mutual covenants of the parties set forth below, the parties agree as follows:

1. PURPOSE

The purpose of this agreement is to establish a collaboration in which students may, assuming completion of necessary requirements, obtain a doctoral degree from both institutions. Students enrolled in the dual doctoral degree program will be advised by joint thesis advisors from both Belgrade and Temple during the research period. The agreement applies to all fields of study common to both institutions, but the agreement does not guarantee admission. A student must be accepted by each institution into a particular program and by a thesis advisor at each institution.

2. MANNER OF IMPLEMENTATION

Application and Admission

A. A student shall apply for the dual doctoral degree program after s/he has completed a minimum of two semesters at his or her home institution, but prior to completing all coursework necessary for the degree at his or her home institution. The student must meet all requirements for admission at the host institution and admissions decisions shall be made in the sole discretion of the host institution. The student, with recommendation from the home institution advisor, will secure a thesis advisor at the host institution.

B. The doctoral student will be registered in both institutions from the time of acceptance into the program.

Note: In compliance with US immigration and visa regulations, Belgrade students studying at Temple must be registered as full time students. Each semester, the number of credits necessary to maintain full time registration varies depending on the student's status.

C. Once accepted into the program and with the approval of host institution's thesis advisor, the student may register for courses at the host institution or conduct research in the host institution's advisor's lab prior to formally entering research/thesis period.

Individual Thesis Agreement

D. The two institutions, as represented by the two thesis advisors and the administrators for graduate education, will each sign an *individual thesis agreement* for each doctoral student who wants to start the dual doctoral degree program. This *individual thesis agreement*, in accordance with the provisions of this Agreement, will specify: the names of the doctoral student and of the two advisors, which

institution will assume the administrative responsibility for the student, which institution and department will be hosting the doctoral student, the division of the studies period between the two institutions, financial details students journey accomodation and stay at the host institution, the health and insurance coverage of the doctoral student, details about the final examination (e.g. the composition of the board of examiners), the procedures for the award of the degree, ownership of intellectual property rights and of the research results, as well as any other significant issues for the co-tutelage of the doctoral thesis. The *individual thesis agreement* will comply with the doctoral degree requirements at both institutions and will be subject to the approval of the Office of Technology Development and Commercialization at Temple.

- E. The doctoral student will carry out his or her research under the guidance of two responsible advisors, one from each of the institutions, who must be appointed according to the regulations of each institution.
- F. The maximum length of time for obtaining the doctoral degree is up to six academic years.
- G. An individual syllabus will be prepared by the student and the two advisors, outlining the aims and the overall objectives of the research as well as the plan of *investigation to be undertaken*. The doctoral student will be required to spend a period of at least 18 months (not necessarily uninterrupted) at the home institution and at least 12 months (not necessarily uninterrupted) at the host institution. The specific *individual thesis agreement* for the doctoral student will identify the scheduling of the study periods at the two institutions, with the agreement of the advisors.
- H. The thesis will be examined at a single thesis defense with board of examiners membership as set out in the specific *individual thesis agreement*. Following a successful final oral examination and submission of the final thesis document, Belgrade will award the candidate the Doctor of Philosophy (Ph.D.) degree and Temple will award the degree of Doctor of Philosophy (Ph.D.) in the applicable discipline. Each institution will deliver a diploma confirming the award of the doctoral degree, issued according to the specific regulations of each institution. The official transcripts of the degrees from Temple shall indicate the candidate's specialization or discipline, the title of the thesis, and a mention of the international dual doctorate. In the supplement of the doctoral diploma University of Belgrade shall indicate the candidate's specialization or discipline, the title of the thesis, and a mention of the international dual doctorate.
- I. The procedure for application for doctoral thesis defense, evaluation, and defense of the doctoral thesis, composition of the board of examiners and other issues important for doctoral thesis defense, will be done according to the rules and regulations of the institution where the doctoral thesis defense will be organized (either host or home institution). It is obligatory that the composition of the board of examiners includes mentors from both institutions (home and host).

The overall number of members of the board of examiners of the doctoral thesis shall not normally exceed 6 persons (including the two advisors). The doctoral thesis defense will take place at the host institution, unless previously agreed in the *individual thesis agreement*.

- J. The doctoral thesis will be written and defended according with the rules and regulations of the institution where the doctoral thesis will be defended. A written abstract in the official languages of the two institutions must be provided in the doctoral thesis.

Administration

- K. Administrative responsibility for the student will be assumed solely by the home institution. The responsibility for the academic supervision of the specific individual thesis agreement of each student will be joint between the two institutions.

- L. The parties agree that Belgrade will be the institution with administrative responsibility for students who initiate their studies at Belgrade and Temple will be the institution with administrative responsibility for students who initiate their studies at Temple.

Tuition

- M. Tuition and fees will be paid only to the institution where the student is living/studying or conducting research. Tuition payment is the responsibility of the student. At the discretion of Temple and based on availability of funds, Temple may offer for hosted students one year assistantships, which may be renewable, provided that the student remains in good standing.

Intellectual Property

- N. Intellectual property and publication of research findings shall be safeguarded in accordance with the Intellectual Property Statement (attached hereto as Exhibit A) and details specified in the *individual thesis agreement*.

3. **VERSIONS OF THE AGREEMENT**


This agreement has been drawn in four (4) originals, two (2) of them in Serbian, and two (2) of them in English, all texts being equally valid.

This Agreement shall be effective from the signature date and shall continue until termination by either party, giving not less than twelve months notice to the other party. In the event that this Agreement is terminated, any doctoral students who will have started their program prior to the date of termination shall be permitted to complete the program in accordance with the terms of this Agreement. Either party may request a periodic review of the operation of this agreement at any time.

IN WITNESS WHEREOF the parties have signed this Agreement under the hands of their authorized signing officers.

University of Belgrade

Temple University – Of The Commonwealth
System of Higher Education



Prof. Dr. Branko Kovačević
Rector



68-20565/2-R



Prof. Dr. Richard M. Englert
President

10-22-12

Date

Exhibit A: Intellectual Property Statement (Clause J)

a) For purposes of this section:

i) "Intellectual Property" means, without limitation, any and all know-how, processes, technologies, software, specifications, drawings, flow charts, sketches, models, samples, technical or business information or data, inventions, discoveries, techniques, technical information and all related intellectual property rights worldwide arising under any law, and whether or not statutorily protected, including all i) patents, patent applications and patent rights; ii) copyright registrations, copyright applications and copyright rights; iii) industrial designs and industrial design applications; iv) trademarks, trademark applications, trademark registrations, and trademark rights; v) rights relating to the protection of confidential information; vi) any other proprietary rights relating to intangible property; and vii) divisions, continuations, renewals, reissues and extensions of any of the above (as and to the extent applicable) now existing or hereafter filed, issued or acquired;

ii) "Project" means any form of collaboration including, but not limited to, a training, research or service delivery program, project or subject area in which the parties collaborate or assist each other as contemplated by this Agreement; and

iii) Where a provision is to the effect that a university owns any Intellectual Property, such provision shall be read to mean that such university, or its faculty members, other employees or students that are participants in the Project, own such Intellectual Property in accordance with its policies and any applicable collective agreement.

b) Unless the parties have otherwise agreed in writing with respect to a specific research program or Project prior to commencement of work on such Project:

(i) All Intellectual Property of a university (and its third party licensors) that existed on the date of commencement of the Project or that is subsequently created or acquired solely by any such university in performing the work under the Project shall be owned by that university. The other universities shall have a personal, non-exclusive right to use such Intellectual Property provided by the first named university for purposes of the Project and for internal teaching and research purposes.

(ii) Ownership of jointly developed Intellectual Property shall be determined by the participating universities on a Project basis, having regard to the nature, quality and extent of the contributions by the respective universities.

(iii) Any commercialization of jointly-developed Intellectual Property, including publication or other disclosure, shall be as determined in advance by all the respective program directors and/or technology transfer office of the contributing universities.

(iv) Any dispute in connection with the ownership, commercialization, publication, or other rights in connection with jointly-developed Intellectual Property shall be determined by arbitration in accordance with the rules of the International Chamber of Commerce.