



UNIVERSITY OF ICELAND



UNIVERSITY OF
COPENHAGEN

AGREEMENT ON COOPERATION
with regard to Doctoral Studies
between
The University of Iceland, Faculty of Law
and
The University of Copenhagen, Faculty of Law

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1. Parties

- 1.1. This agreement is entered into by and between the University of Copenhagen Faculty of Law (UC) and The University of Iceland, Faculty of Law (UI), hereinafter referred to as the institutions.
- 1.2. By signing this agreement, the deans of both faculties warrant that they are empowered to commit their institutions to the agreement, so that the institutions will meet the obligations placed upon them under this agreement.

2. Purpose

- 2.1. The purpose of this agreement is to allow the institutions to jointly operate a PhD programme within the requirements set by Danish and Icelandic legislation and award a joint PhD degree.

3. Management Board

- 3.1. For the purpose of implementing this agreement, the institutions will create a Management Board within one month of signing the agreement, consisting of 2 faculty members from each institution, appointed for a 3-year period by the deans respectively. Members may be re-appointed at the end of each term.
- 3.2. The Management Board will select a President amongst its members for the duration of the 3-year period.
- 3.3. The President will convene the meetings of the Management Board, and will decide whether to hold meetings in person, by video conferencing or other telecommunications, or by written procedure. However, if at least 3 members of the Management Board submit a request to the President for this, a meeting convened to be held by other means will instead be held in person.
- 3.4. The Management Board will have a quorum of 3 members for making decisions. The Management Board will make its decisions by simple majority, without any casting vote for the President. In case the Management Board cannot reach a decision, the President will refer the issue to the deans for joint resolution.

4. Costs

- 4.1. It is commonly agreed that the purpose of this cooperation is not to generate profit for the involved institutions.
- 4.2. Each institution will bear its own costs for its participation in the agreement. Such costs may include, but are not limited to:
 - 4.2.1. Office facilities
 - 4.2.2. IT facilities
 - 4.2.3. Communication facilities
 - 4.2.4. Library facilities
 - 4.2.5. Administrative support staff
 - 4.2.6. Salary costs for Research Fellows, cf. section 6.1
 - 4.2.7. Travel cost allowances for Research Fellows for the duration of the employment; the amount is decided by the parties on an annual basis.
- 4.3. The parties will equally share the costs for:
 - 4.3.1. Calls for applications,
 - 4.3.2. Evaluations of applications,
 - 4.3.3. External evaluations of PhD theses,
 - 4.3.4. Public defence of PhD theses.
- 4.4. Both parties take a joint responsibility for securing as much external funding for the joint PhD programme as possible with the aim of covering all indirect and direct costs of the programme by external means.
- 4.5. Both parties will waiver tuition fees for the Research Fellows.
- 4.6. Every 2 years the deans will decide whether the distribution of costs needs adjustment.

5. Recruitment

- 5.1. The Management Board will meet each year in December and determine the number of Research Fellow positions available for the coming year. The number of Research Fellows will be determined in view of available budget and supervisory and office facilities at both institutions.
- 5.2. The Management Board will decide on the topics of research to be offered for the available positions. Topics selected should reflect issues that are researched by both

institutions and will be beneficial to the professional development of both institutions.

- 5.3. The Management Board will decide on the necessary calls for applications. The call must clearly indicate that employment will be covered by the present agreement. The calls for applications should also include references to the relevant research centres at each institution, and should clearly state that the programme is run in English and that the PhD thesis must be submitted in English.
- 5.4. UC will designate an administrative officer, who may act as the interface point for applicants concerning all formal questions, including documentation, PhD research plan, travel expenses, request for leave and similar issues.
- 5.5. The Management Board will suggest to the deans the composition of an expert committee for evaluation of applicants, which must have at least one member from each institution. The deans ensure that the appointment of the committee is in accordance with the rules of each institution.
- 5.6. The expert committee will submit an evaluation report on the applicants, including an assessment of eligibility and a list of priority for employment. The deans will jointly select applicants for employment amongst those found eligible by the expert committee. Interviews with selected candidates will be held by the deans. Applicants will be employed only if they are approved by both deans and in accordance with the rules of each institution.
- 5.7. Research Fellows will be enrolled at both institutions simultaneously in accordance with the applicable rules.

6. Employment

- 6.1. Research Fellows are employed by UC for a 2 year period and by UI for a 1 year period. The fore mentioned period may change in any individual case by a joint agreement between the parties, but under no circumstances may a Research Fellow be employed for less than 1 year at any of the institutions.
- 6.2. Research Fellows will be enrolled as PhD students at both UC and UI during the 3 year course of their tenure. In all academic references, including articles and participation in conferences, Research fellows must include mention of both institutions.

- 6.3. Research Fellows must live up to the working requirements set forth by both institutions.
- 6.4. Research Fellows must appear on each institution's website etc. in accordance with institution guidelines.
- 6.5. Research Fellows may use the travel allowance referred to in section 4.2.7 for purposes of research and participation in conferences and courses at other locations than the institutions, as well as payment of admission fees for such conferences and courses.
- 6.6. Research Fellows will receive the normal salary according to the rules of the institution employing them at any given moment.
- 6.7. The institutions will not undertake to provide the Research Fellows with accommodation.
- 6.8. The duration of the employment is 3 years. It is the ambition of the institutions that all Research Fellows shall have delivered a PhD thesis within the 3-year period, subject to the granting of leave according to law, including sickness and pregnancy. Research Fellows will retain a right to submit the thesis at a date later than at the end of employment on the condition that all other requirements have been met.

7. Supervision

- 7.1. At the time of employment the institutions will jointly appoint one supervisor and one co-supervisor. The supervisor has the deciding vote in case of disagreement.
- 7.2. The supervisor must be appointed according to the Danish requirements for supervisors. The co-supervisor may be appointed according to the Icelandic requirements for supervisors. Each institution must have either a supervisor or a co-supervisor.
- 7.3. Within 3 months of employment, Research Fellows must submit a PhD plan to the supervisors. The PhD plan, which must conform to applicable rules at both institutions, shall include indication of how the Research Fellow will distribute time between the institutions. If the supervisors approve the PhD plan, they must submit it for approval at each of their institutions. If the institutions cannot agree on whether to approve the PhD plan, the issue is referred to the deans for joint resolution.

- 7.4. If the PhD plan is not approved, the candidate will have 3 months to undertake improvements. If the following PhD plan is also not approved, the deans may jointly decide to terminate the position of the Research Fellow.
- 7.5. Research Fellows will be reviewed every 6 months, based on a self assessment that is submitted to the supervisors. If the supervisors approve the self assessment, they must submit it for approval at each of their institutions according to applicable rules. If the institutions cannot agree on whether to approve the self assessment, the issue is referred to the deans for joint resolution.
- 7.6. If the self assessment is not approved, the candidate will have 3 months to undertake improvements. If the following self assessment can still not be approved, the deans may jointly decide to terminate the position of the Research Fellow.

8. Courses

- 8.1. Research Fellows must follow a course programme that complies with requirements at both institutions.
- 8.2. The institutions undertake to admit Research Fellows to their own courses without charge, and to seek to gain admittance for Research Fellows on other courses on the same conditions as apply to their own Research Fellows and students.

9. Thesis assessment

- 9.1. The institutions will appoint a joint thesis evaluation committee that meets the requirements pertaining to both institutions.
- 9.2. The supervisor will make a statement regarding the completion of the PhD programme.
- 9.3. An oral defence will be held only if the committee approves the thesis in the preliminary assessment and in accordance with the rules pertaining to both institutions.
- 9.4. The oral defence will be held at a joint session at one of the institutions. Prior to the oral defence, the thesis must be made public under the rules pertaining to each institution. The location of the oral defence will be decided by the deans.
- 9.5. The PhD degree will be awarded only if the committee approves the oral defence.

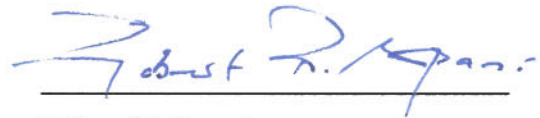
10. Concluding provisions

- 10.1. In good faith the institutions undertake to revise this agreement so as to meet institutional and legislative requirements imposed in Denmark and Iceland, which have not been taken into consideration in the text of the agreement.
- 10.2. The agreement may be terminated by either institution with a one-year notice. Any ongoing PhD programme will be completed by both institutions notwithstanding the termination.
- 10.3. Any disagreement concerning the interpretation of this agreement is subject to the laws of Denmark and the jurisdiction of the Danish courts.

Signed in Reykjavík, Iceland, on Friday, February 3rd, 2012 by:



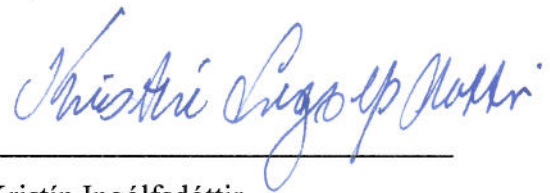
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