

## **AGREEMENT FOR JOINT DOCTORAL DEGREE**

Eindhoven University of Technology, Department of Chemical Engineering and Chemistry (hereafter referred to as "TUE"), represented by A.H. Lundqvist, President

AND

Middle East Technical University (hereafter referred to as "METU"), Department of Chemical Engineering, represented by Prof. Dr. Ural Akbulut, President.

Have decided to cooperate through a joint doctoral degree program. The cooperation agreement is in accordance with:

- i. the Higher Education and Research Act of Netherlands and the TUE Promotion regulations 2006, and
- ii. the Decree dated December 28<sup>th</sup>, 2006, No:26390 concerning international joint programs established between the universities of the Republic of Turkey and of other countries.

### **ARTICLE I - INTRODUCTION**

This agreement was made on the <fill in date> day of <fill in month>, 2007 between TUE and METU. This agreement defines the arrangements between TUE and METU for the joint doctoral degree program in the field of Chemical Engineering.

### **ARTICLE II - MANAGEMENT OF THE PROGRAM**

1. One of the two universities will be referred to as the home university, while the other university will be known as the partner university.
2. The home university is the university located in the country of origin of the candidate.
3. The home and partner university will form a Joint Academic Committee ("JAC").
4. Each university will appoint three members to the JAC and one of the three members will be in charge of coordinating the program at their university. Each university will inform and keep the other updated of the member appointed to be in charge.
5. The JAC will be appointed by the Rector Magnificus of TUE and the president of METU.
6. The JAC will be responsible for all academic, administrative and operational matters relating to the program and will ensure compliance with local rules on doctoral degrees. The JAC will report to the departmental boards concerned at least once a year. The JAC will also provide any relevant information on request.

### **ARTICLE III - ADMISSION REQUIREMENTS**

1. Candidates must meet the prevailing admission criteria of the relevant academic departments of both universities before being eligible for the program.
2. The admission of candidates to the program must be unanimously approved by the JAC.
3. Each university may nominate suitable candidates for the program from its current pool of doctorate students. Students upgrading from a Master's degree program may also be considered.

4. All candidates are admitted to the program on full-time basis. However, they may apply for their candidate status to be changed to part-time towards the end of their candidature. In exceptional cases, part-time candidates may be admitted with the JAC's approval.

5. After being approved by the JAC, the candidate should draw up, in consultation with his supervisor from the home-university and his supervisor from the partner-university an agreement in English containing the research proposal, how it is to be funded and the names of the supervisors. This agreement can contain agreements relating to article VIII (Financial matters). The agreement should then be approved on the basis of the prevailing regulations at both the home and the partner universities. One of the supervisors will be a professor at the home university and the other will be a professor at the partner university.

### **ARTICLE IV - SUPERVISION OF RESEARCH**

The supervisors will supervise each candidate's research work. The candidates will conduct research in areas of mutual interest to both universities, as mutually agreed between and stipulated by the respective departments of both universities.

### **ARTICLE V - PERIOD OF CANDIDATURE**

Candidates are to spend at least four semesters of their program at each university. Candidates are expected to complete their requirements for the program within six years.

### **ARTICLE VI - RESIDENCY**

Subject to Article V, the JAC will specify the period of residency required in the home and partner universities, in accordance with the requirements of the universities.

### **ARTICLE VII - REQUIREMENTS**

The prevailing degree requirements of the relevant academic departments of both universities will apply for each candidate.

### **ARTICLE VIII - FINANCIAL AND OTHER MATTERS**

#### a) - Fees

Candidates will continue to pay any required fees, including tuition and research-related fees, to their home university, while they are attached to the partner university. Candidates will be exempted from paying tuition and research-related fees to the partner university.

#### b) - Research scholarship

Each full-time candidate may be awarded a research scholarship from his/her home university and will be bound by the terms and conditions of the research scholarship of his/her home university. The partner university may also make a scholarship available.

#### c) - International health/medical insurance, accommodation, traveling and living expenses

The cost of insurance, accommodation and travel between home and partner universities and any living expenses incurred by the candidates will be borne by the candidates, or subsidized by the home university or the partner university, depending on agreements made in each individual case.

d) The partner university will help candidates to find accommodation and to apply for a visa. The candidates themselves are responsible for arranging international health insurance and other necessary insurance cover.

- e) The supervision of the students will be budget-neutral for both universities.
- f) The home or partner university can specify a research budget for a candidate, including the costs of funding the research.

#### **ARTICLE IX - CONTINUATION, WITHDRAWAL, TERMINATION OF CANDIDATURE**

The prevailing criteria for continuation, withdrawal and termination of candidatures of the candidate's home university will apply.

#### **ARTICLE X - EXAMINATION – THESIS**

##### **Thesis Committee**

The thesis Committee will consist of both supervisors, one other member of the academic staff from each university, and one suitably qualified external examiner not from either METU or TUE. The fees for the external examiner, if any, will be borne in equal shares by the parties. The Thesis Committee assesses the quality of the proposed thesis. The examiners will be agreed upon unanimously by the Supervisory Committee (TUE) and the oral defense panel of the METU.

##### **Oral defense of thesis**

1. For the program, each candidate will undergo two oral defenses, one at each university.
2. At TUE, each candidate will first undergo a public defense according to TUE's usual practice, i.e. open to a general audience, with elaborate procedure for the conduct of the defense and the composition of the examination panel. The prevailing rules of TUE apply to this procedure and to the logistical support.
3. For the public defense at TUE, a Supervisory Committee will be set up. The supervisory committee will consist of the Thesis Committee, possibly with a number of additional external members, depending on the prevailing rules at TUE. The Rector Magnificus or another person appointed by the Supervisory Committee will act as chairman. If the candidate's oral defense to the Supervisory Committee is approved, he/she will be admitted to the defense or presentation at METU.
4. Subsequently the candidate will undergo a second public defense or presentation at METU to the Examining Jury. The jury will be composed according to the prevailing rules of METU. The prevailing rules of METU apply to this procedure and to the logistical support.

#### **ARTICLE XI - GRADUATION REQUIREMENTS/CONFERMENT/AWARD OF DEGREE**

1. The prevailing degree requirements of the relevant academic departments of both universities will apply for each candidate. To be awarded the degree, he must pass the doctoral degree examination (written and oral), submit a satisfactory thesis and pass the oral defense examination at both the home and partner universities. The thesis will be written and defended in English.
2. Both the home and the partner universities will award the successful candidate a certificate awarding him the degree of doctor. In addition, both universities will award a certificate jointly, which indicates that the candidate has graduated from both TUE and METU.

#### **ARTICLE XII - USE OF INTELLECTUAL PROPERTY**

1. Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other

industrial or intellectual property rights) developed on the basis of a joint research program undertaken by a candidate during the course of this agreement will be vested jointly in both universities in equal shares.

2. The universities will have the joint right to determine the commercial exploitation and disposition of such intellectual property and make such joint applications for the registration of the same as they jointly deem necessary. Neither university will disclose to a third party, license, use commercially, register or otherwise deal in such intellectual property without the prior approval of the other university.
3. Before any registration or commercialization of any intellectual property takes place, the universities agree to reach a separate written agreement relating to such registration or commercialization, and will include issues such as exploitation rights and revenue sharing. Any publication in relation to such intellectual property will only be possible with the prior written consent of both universities, such consent not to be unreasonably withheld.
4. The candidate and the home university may publish any scientific results and findings made during the PhD study, subject to the partner university's approval. The partner university's approval will not be withheld unless it is of the opinion that its confidential information will be disclosed or any possible protection or registration of the abovementioned intellectual property rights will be prejudiced. Any material for publication by the home university will be presented to the partner university prior to publication and the partner university will have the right to object to the material on the abovementioned grounds within 30 days of receiving the material.

#### **ARTICLE XIII - EFFECTIVE DATE AND TERMINATION**

1. After being signed by both universities, this agreement will become effective from the <fill in date> day of <fill in month > and will remain in effect for a period of five years. Both universities may at any time review this agreement and the actions taken under it. Modifications to this agreement will be made by mutual consent and confirmed through an exchange of letters. The agreement may be extended by mutual consent of the two parties.
2. Prior to the expiry of this agreement, either university may terminate the agreement with six months written notice to the other.
3. In the event of termination of this agreement, all existing candidates who are eligible to complete their candidature should be allowed to proceed, and will be awarded the joint doctoral degree on successful completion of the course. If the agreement is terminated prematurely, the board of the Chemical Engineering and Chemistry Department at TUE and the Chairman of Department of Chemical Engineering of the METU must make arrangements for candidates who are enrolled in the program to conclude their program under the terms of this agreement.

#### **ARTICLE XIV - DISPUTE RESOLUTION**

Any disputes arising under or in connection with this agreement which cannot be resolved by amicable discussions between the universities will be referred to the President of METU and the Rector Magnificus of TUE or their nominees for resolving disputes, or may be submitted to an alternative dispute resolution mechanism, as may be agreed in writing between the universities. If this is not successful, the dispute will be settled according to International Court System.

For Eindhoven University of Technology  
 Date:  
 Name: A.H. Lundqvist  
 Position: President  
 Signature

For Middle East Technical University  
 Date:  
 Name: Prof. Dr. Ural Akbulut  
 Position: President  
 Signature

**ORTA DOĞU TEKNİK ÜNİVERSİTESİ İLE  
HOLLANDA EINDHOVEN TEKNOLOJİ ÜNİVERSİTESİ  
ARASINDA ORTAK DOKTORA DERECESİ İÇİN PROTOKOL**

Rektör A.H. Lundqvist tarafından temsil edilen **Eindhoven Teknoloji Üniversitesi**, Kimya Mühendisliği ve Kimya Bölümü (Bundan sonra "TUE" olarak anılacak)

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Rektör Prof. Dr. Ural Akbulut tarafından temsil edilen **Orta Doğu Teknik Üniversitesi** (Bundan sonra "ODTÜ" olarak anılacak), Kimya Mühendisliği Bölümü

Ortak bir doktora programının yürütülmESİ için anlaşımuŞtUR. İşbirliği anlaŞması,

- i. Hollanda Yüksek Eğitim ve Araştırma Hareketi, TUE Lisansüstü Derece yönetmeliği 2006, ve
- ii. Türkiye Cumhuriyeti ile yabancı üniversiteler arasındaki ortak yürütülen doktora tezlerine dair 28 Aralık 2006/26390

tarih-sayılı kararlara göre hazırlanmıştır.

#### **MADDE I - GİRİŞ**

Bu protokol 25 Aralık 2007 tarihinde TUE ile ODTÜ arasında yapılmıştır. Bu protokol Kimya Mühendisliği alanındaki ortak doktora programı için TUE ile ODTÜ arasındaki düzenlemeleri tanımlar.

#### **MADDE II – PROGRAMIN YÖNETİMİ**

1. İki üniversiteden bir tanesi ev sahibi üniversite, diğeri ortak üniversite olarak adlandırılacaktır.
2. Ev sahibi üniversite, adayın geldiği ülkedeki üniversitedir.
3. Ev sahibi ve ortak üniversite bir Ortak Akademik Komite oluşturacaktır ("OAK").
4. Her üniversite OAK'e üç üye atayacak ve bu üç üyeden biri kendi üniversitesinde programın koordinasyonundan sorumlu olacaktır. Her üniversite diğer üniversitede sorumlu üye hakkında bilgilendirilecektir.
5. OAK, ODTÜ'de Rektör tarafından, TUE'de Rector Magnificus tarafından atanacaktır.
6. OAK, program ile ilgili tüm akademik, idari ve işlemsel konular hakkında sorumlu olacak ve doktora derecelerilarındaki yerel kurallar ile uyumu sağlayacaktır. OAK ilgili bölüm kurullarına en az yılda bir kere rapor verecektir. Ayrıca OAK talep edilen ilgili bilgileri sağlayacaktır.

#### **MADDE III - KABUL KOŞULLARI**

1. Adaylar program için yeterli görülmeden önce her iki üniversitenin de ilgili akademik bölümülerinin kabul koşullarını sağlamalıdır.
2. Adayların programa başvurusunun OAK tarafından bağımsız olarak onaylanması gereklidir.
3. Her bir üniversite mevcut doktora öğrencileri arasında program için uygun adaylar önerilebilir. Yüksek lisans programından doktora programına geçen adaylar da değerlendirilebilir.
4. Bütün adaylar programa tam-zamanlı olarak kabul edilir. Lakin adaylar adaylıklarının sonuna doğru aday durumlarının yarı-zamanlı olarak değiştirilmesi için başvurabilir. Nadir durumlarda, yarı-zamanlı adaylar OAK onayı ile kabul edilebilir.
5. OAK onayı takiben, ev sahibi üniversitedeki danışmanı ve ortak üniversitedeki danışmanı ile konsültasyonda bulunarak, araştırma önerisi, araştırmancı nasıl finanse edileceği ve danışmanların isimlerini içeren İngilizce ve Türkçe bir protokol hazırlamalıdır. Bu protokol MADDE VIII (Finansal Konular) ile ilgili anlaşmalar içerebilir.  
  
Daha sonra bu protokol ev sahibi ve ortak üniversitelerin ilgili yönetmelikleri dahilinde onaylanmalıdır. Danışmanlardan biri ev sahibi üniversiteden profesör ve diğeri ortak üniversiteden profesör olur.

#### **MADDE IV – ARAŞTIRMANIN YÖNETİLMESİ**

Danışmanlar her bir adayın araştırmasını yönetir. Adaylar her iki üniversitenin de ortak ilgisi dahilinde olan, ortaklaşa anlaşıldığı ve her iki üniversitenin ilgili bölümleri tarafından öngörülen alanlarda araştırma yapacaktır.

#### **MADDE V – ADAYLIK SÜRESİ**

Adaylar programları süresince her bir üniversitede en az dört dönem geçirmelidir. Adayların programlarını altı yıl içerisinde tamamlaması beklenmektedir.

#### **MADDE VI - KONAKLAMA**

Üniversitelerin koşulları doğrultusunda, OAK ev sahibi ve ortak üniversitelerde geçirilen süreyi MADDE V doğrultusunda belirleyecektir.

#### **MADDE VII - KOŞULLAR**

Üniversitelerin ilgili akademik bölümleri için geçerli olan derece koşulları her bir aday için geçerli olacaktır.



#### **MADDE XIII – GEÇERLİ TARİH VE İPTAL**

Bu protokol, yetkili kurumların onayından ve her bir üniversitenin ismi geçen görevlilerinin imzasından sonra geçerli olur.

1. Her iki üniversite tarafından imzalandıktan sonra, bu protokol 24 Aralık 2007 tarihinden itibaren geçerli olacak ve geçerliliği beş yıl boyunca devam edecektir. Her iki üniversite de protokolü ve protokol dahilinde yapılan işlemleri yeniden gözden geçirebilir. Bu protokoldeki değişiklikler ortak kabul ve karşılıklı yazışmalar ile yetkili kurumlar tarafından onaylandıktan sonra yapılabilir. Protokolün süresi iki kurumun ortak kararı ile uzatılabilir.

2. Protokolün süre bitiminden önce, her bir üniversite diğer üniversiteye altı ay öncesinden yazılı olarak haber vererek protokolü iptal edebilir.

3. Bu protokolün iptali halinde programlarına devam eden ve tamamlayabilecek durumda olan adayların devam etmesine izin verilmelidir, ve programın tamamlanması durumunda ortak adaylara doktora derecesi verilecektir. Protokolün erken iptali durumunda, TUE Kimya Mühendisliği ve Kimya Bölüm Kurulu ve ODTÜ Kimya Mühendisliği Bölüm Başkanı programa başlamak üzere olan adaylar için programları bu protokol dahilinde tamamlamaları için gerekli düzenlemeleri yapmalıdır.

#### **MADDE XIV – ANLAŞMAZLIKLARIN GİDERİLMESİ**

Bu protokol dahilinde veya protokol ilgili olarak ortaya çıkan ve iyi niyetli görüşmeler ile çözümlenemeyen anlaşmazlıklar, çözümlenebilmesi için ODTÜ rektörü ve TUE Rector Magnificus'a veya namzetlerine, ya da üniversitelerin yazılı olarak anlaştığı gibi alternatif başka bir çözüm mekanizmasına taşınacaktır. Anlaşmazlığın çözülememesi durumunda, son kararı uluslararası yargı sistemi verecektir.

Eindhoven Teknoloji Üniversitesi adına

Tarih:

İsim: A.H. Lundqvist

Konum: Başkan

İmza:

Orta Doğu Teknik Üniversitesi adına

Tarih:

İsim: Prof. Dr. Ural Akbulut

Konum: Rektör

İmza:

