

MEMORANDUM OF AGREEMENT
INTER-INSTITUTIONAL CO-SUPERVISION RESEARCH DEGREE REGISTRATION

between

The University of Kent, Canterbury, Kent CT2 7NZ, United Kingdom (Kent) and
Universidad Autónoma de Madrid, Ciudad Universitaria de Cantoblanco, 28049 Madrid, Spain
(UAM)

1. Purpose

1.1. The purpose of this agreement is to formalise the collective and individual responsibilities of the parties in regard candidates for co-supervised research degrees leading to a dual PhD award from the two parties outlined above. This agreement sets out the terms and conditions agreed by the Parties in relation to academic issues connected with the research degree including registration arrangements, supervision arrangements and the examination process.

2. Registration Arrangements

2.1. The relevant Division at Kent must be in receipt of an academic CV of the supervisor(s) from UAM and approve this appointment in advance of signing the contract for any co-supervised dual award research candidate.

2.2. Candidates must apply for a co-supervised research dual award degree before they are enrolled at either Party named in this agreement or not later than during the first twelve months of the registration at either of the named Parties.

2.3. All applications will be considered for approval on their own merit by the two Parties named above.

2.4. A contract for the co-supervision of a research candidate will be completed following a successful application. Upon approval of the agreement by the two Parties, candidates must be registered as a research degree student, at both institutions for the same period of time unless the two parties agree otherwise.

2.5. Candidates must satisfy the minimum registration and residency requirements stipulated by the two Parties in the Student Contract and must have paid fees for the relevant period of residency at each institution. Candidates must normally apply before they have enrolled at either institution or within the first 12 months of their registration period. Standard Co-tutelle Candidates are required to spend a minimum of 12 months (normally one academic year) at each institution and to be jointly supervised by a member of staff at both institutions. Standard Co-tutelle Candidates must carry out research alternately in the two institutions. Standard Co-tutelle Candidates are not normally permitted to spend 3 consecutive years at one institution and the first or final 12 months at the other institution. Candidates on Marie Curie ITN Co-tutelles will spend 6 months at UAM, 4 months in industry and 28 months at Kent.

3. Registration Fees

3.1. The tuition/registration fees at both institutions concerned will be paid by the candidate for the period of time that he/she is in residence at each institution (unless the two parties agree otherwise), together with the living costs incurred during registration at each institution.

3.2. The institutional costs of the viva voce examination will be paid jointly by the two Parties should a second examination be required the allocation of costs will be at the discretion of both Parties.

4. Learning Resources and Student Support

4.1. Each institution will provide access to all the learning and support services which are required to enable students to remain in good standing to complete the award.

4.2. Access to research facilities at both institutions will be made available to the candidate for the duration of their registration.

4.3. Both institutions must be satisfied that it can provide adequate facilities, resources, training and supervision to ensure that the candidate is not subject to unreasonable risks to health and safety.

4.4. Kent provides postgraduate research students with the opportunity to participate in the Researcher Development Programme.¹ Transferable skills' training is designed to equip students with a full range of skills which will improve their effectiveness as researchers.

4.5. Students participating under the terms of the contract for co-supervision shall be subject to the rules, regulations and codes of conduct of the host institutions.

5. Supervision Arrangements

5.1. Each institution is responsible for ensuring that candidates have access to the appropriate level of supervision and support. At Kent, Divisional Directors of Graduate Studies and PG Student Experience and Divisional Graduate Studies and PG Student Experience Committees will take on this responsibility. At UAM this will be the responsibility of the Doctoral School

5.2. Supervision arrangements will meet the requirements of the two institutions. The Student Contract will outline the membership of the supervisory team.

5.3. It is the expectation of both institutions that students meet with both main supervisors together at least twice a year during the supervision period. At least one of these meetings must be face to face; the other may be facilitated by means of video or tele-conferencing. The costs of these meetings will be for the account of each supervisor's institution at School or Research Group/Project level.

6. Progression Monitoring Arrangements

Progression monitoring arrangements will meet the requirements of the two institutions.

7. Accommodation and Housing Fees

- 7.1. The University of Kent has University campus accommodation that is available to research students providing they complete their application and fulfill all the conditions of their offer by 31 July.
- 7.2. Candidates will be responsible for all charges arising from such accommodation
- 7.3. UAM will provide information to the candidate regarding accommodation arrangements prior to registration.

8. Examination Arrangements

- 8.1. The language of the thesis and viva voce will be detailed in the individual Student Contract. The abstract must be prepared in both languages of the awarding institutions. Candidates should submit sufficient copies of a thesis for each of the examiners, and an additional copy for each institution. The thesis and the examination process should meet the criteria for the award of the relevant degree in the regulations of both institutions. Where the procedures of both institutions are substantially different, criteria must be drawn up which satisfy the minimum requirements of both institutions. Such criteria will be agreed in advance of any candidate being admitted by the Chair of the Graduate and Researcher College Board (or her nominee) at Kent and Equivalence and Thesis Defence Committee at the School of Doctoral Studies at UAM.
- 8.2. The examination board should comprise of a minimum of one examiner from Kent and one examiner from UAM, and a minimum of one examiner external to both institutions. Additional examiners from either Party or external to both Parties may be appointed. There should be a minimum of 3 voting members on the panel and not more than 5. The co-supervisors may attend the viva voce. Supervisors should not have voting except where this has received prior agreement from both institutions and the supervisors do not have a share of the majority vote.
- 8.3. There should normally be one viva voce examination at which all the examiners are in attendance. The viva will take place at a mutually agreed location, specified in the Student Contract. All examiners are required to submit independent written reports of the thesis to each institution prior to the examination and within the time frame, as stipulated by the relevant regulations. After examining the thesis presented by the candidate and considering the results of any oral or written examination which they have conducted the examiners, at their discretion the examiner will recommend to the institution appropriate action.² Examiners will be expected to submit a final joint report to each institution for approval.³
- 8.4. Video examination may be deemed useful when the examiners are from a number of different countries.
- 8.5. At the end of a successful examination the candidate will be awarded, in accordance with their respective regulations, the appropriate degree from both institutions.

8.6. The degree certificate produced by each Party will include the name of the collaborative partner institution and the language(s) of assessment.

9. Student Grievance

9.1. Students participating under this agreement shall be subject to the rules regulations and codes of conduct of the host institution.

9.2. Student grievances will be dealt with in the first instance at the host institution, and subject to the regulations and procedures for dealing with grievances of this institution.

9.3. The Supervisor, or relevant other, at the partner institution will be fully briefed about such grievance but will only intervene if invited to do so by their counterpart at the institution at which the matter arises. If the candidate wishes to appeal following the initial hearing of grievance, he or she may use the appeal mechanism in the institution at which the grievance occurred.

9.4. If students wish to appeal against a decision made at the final examination they may do so in accordance with the regulations of the awarding institutions⁴

9.5. Academic complaints about the research programme of study at Kent should be raised in accordance with the academic complaints procedure of the institution at which the student is currently resident. The partner institution should be notified of the submission of any academic complaint and how this is subsequently resolved.

9.6. Where complaints on non-academic matters are made regarding services provided by Kent by students currently resident at the partner institution, such complaints should be forwarded to Kent to respond to.

10. Resolution of problems

10.1. Any dispute arising in connection with matters referred to in this Memorandum of Agreement will be settled between the parties in the spirit of friendship and mutual trust. If the parties are unable to reach an amicable settlement then either party may serve notice on the other, requiring the matter to be referred to an exclusive arbitration before a single arbiter under the rules of conciliation and arbitration in the UK Court of Arbitration.

11. Duration and termination

11.1. This agreement is valid from the date of its signing for a period of four years between Kent and UAM. After the initial term the Agreement will be reviewed to confirm the currency of the Agreement before renewal. The review will continue on for four more additional years.

11.2. Either party may terminate this agreement by registered letter giving 12 months' notice. In line with the University of Kent's Student Protection Plan, following receipt of such notice of the termination process, the interests of the students would be paramount. All efforts will be made by both parties to ensure they are able to complete the Programme of Study they are registered on at the time.

12. Change of Status

12.1. It is the responsibility of each Party to notify the other Party of any change in the legal status of their organisation, ownership of their organisation, accreditation or recognition by a professional or government body of their organisation within 30 days of the change. In the event of a change in the ownership of either Party, further recruitment to the programme will be subject to a review of this Agreement.

13. Anti-Bribery Duties

13.1. Both parties must comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. Both Parties must comply with the University's Anti-Bribery and Corruption Policy. Breach of this clause shall be deemed a material breach of this Agreement entitling the University to terminate it immediately.

14. Equality Duties

14.1. Each institution shall not whether as employer, or provider of services to be delivered under this Agreement or as a provider of education, discriminate within the meaning of the Equality Legislation against any person on the grounds of their race, disability, gender, sexual orientation, religion or belief, or age.

14.2. Each Party shall in providing the services and education to be delivered under this Agreement comply with the Equality Duties at both Kent and UAM.

15. Slavery and Human Trafficking Duties.

15.1. Both Parties undertake, warrant and represent that:

(a) Neither their organisation nor any of its officers, employees, agents or subcontractors has:

(i) committed an offence under the Modern Slavery Act 2015; or

(ii) been notified that it is subject to an investigation relating to an alleged Modern Slavery Act 2015 Offence or prosecution under the Modern Slavery Act 2015; or

(iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged Modern Slavery Act Offence or prosecution under the Modern Slavery Act 2015;

(b) they shall comply with the Modern Slavery Act 2015 and the University's Modern Slavery and Human Trafficking Policy

(c) their responses to any modern slavery and human trafficking due diligence questions are complete and accurate; and

(d) they shall notify the other Party immediately in writing if they become aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of their obligations under this Clause.

15.2. Any breach of this Clause shall be deemed a material breach of the agreement and shall entitle the other Party to terminate the Agreement immediately

16. Data Protection

Both parties shall ensure that the Student's personal information will be handled in accordance to the GDPR (EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016) and national legislation, furthermore not to use or disclose the Student Information, other than for the purposes of this Agreement, without the prior written consent of the PhD student unless required or authorised by law.

17. Application of Law and Jurisdiction

17.1. The Agreement shall be governed by and construed in accordance with the laws of England and, subject to Clause 10, and solely for the purpose of allowing any party to obtain any injunctive relief to which it may be entitled, the parties submit to the exclusive jurisdiction of the English Courts.