Agreement on Academic Cooperation

This Agreement of Academic Cooperation is made and entered into,

By and between

Aalborg University (hereinafter referred to as ‘AAU’)
The Faculty of Engineering and Science
Post Office Box 159
Fredrik Bajers vej 5
DK-9100 Aalborg
Denmark
CVR. no. 29102384

and

University of Rhode Island (hereinafter referred to as ‘URI’)
College of Environment and Life Sciences
Woodward Hall - 9 East Alumni Ave
Kingston, RI 02881-2020
USA
CVR. No. XXX.

Preamble & Rationale:

Aalborg University and University of Rhode Island recognize shared areas of expertise and teaching competencies, namely within the Engineering and Science Faculty at AAU and the College of Environment and Life Sciences at URI, where both institutions emphasize the human and social element of environmental problems. Additionally, AAU’s Problem-Based Learning model presents a means for URI to further develop its university-wide goals of developing innovative, entrepreneurial students. Furthermore, presently there are interested professors and students at both institutions keenly interested in carrying forward this collaboration and fostering an international research network.

Both universities articulate a vision and priority for international collaboration through research and teaching. The University of Rhode Island has initiated Dual Degree programs with other European universities with great success. The arrangement between AAU and URI evolved out
of individual interests of professors and PhD students at the Centre for Innovative Fisheries Management (AAU) and Department of Marine Affairs (URI) with the intention to begin with a combined doctoral education on which to build future research and teaching collaborations. This Cooperation Agreement is made to promote the partnership between University of Rhode Island and Aalborg University in the field of doctoral studies through a Dual Degree program.

This Cooperation Agreement is entered into with reference to the following (Appendix 2 and 3 can be replaced by joint regulations regarding PhD studies):

1. The Danish Ministerial Order on the PhD Programme at the universities nr. 14 of January 18th 2008 (English translation, Appendix 1).
2. The regulations regarding PhD studies of the Doctoral School at AAU (Appendix 2).
3. The regulations regarding the PhD studies of the Graduate School at URI (Appendix 3).
4. Template for PhD study Agreement concerning dual PhD degree (Appendix 4).
5. The two Institutions shall keep each other informed about the above regulations and alterations herein.

**Purpose of the Agreement:**

The following agreement is entered into with the aim of supporting the dual education of PhD students. AAU and URI hereby agree to cooperate within higher education and research with the specific aim of awarding PhD degrees from AAU and URI.

AAU graduates may be enrolled as a PhD student at AAU and URI, jointly, according to applicable regulations for admission and completion of the PhD study, and in accordance with the principles below:

1. URI and AAU agree to collaborate in the field of PhD studies and set forth an educational program that in all aspects fulfills the existing rules and regulations with regards to PhD education at both institutions. Before entering into this agreement a common understanding regarding the content of PhD studies has been reached.

2. Both institutions will, respectively, determine the requirements of enrollment and inform each other in advance. Each party shall procure that its students shall use the application process of the other. Each university shall provide necessary admission documents for accepted students to apply for a student visa.

3. Each institution, respecting the admission requirements and program restrictions of the other, shall assume full responsibility in the assessment and selection of qualified candidates.
4. PhD students may be jointly enrolled at the Doctoral School of AAU and the Graduate School of URI, when recommended by URI and AAU.

5. PhD students will be able to complete the PhD studies at both AAU and URI.

6. For every PhD student enrolled in the Dual Degree Program at AAU and URI a PhD Study Agreement must be signed (See appendix 4).

7. The PhD defense may be completed at either AAU or URI, provided that the applicable regulations are followed.

8. The PhD degree will be conferred by the Academic Council at AAU and the Graduate School at URI. The Doctoral School of AAU will issue a diploma in accordance with the rules set forth in the Ministerial Order on the PhD Program at the universities and in cooperation with the Graduate School of URI.

9. The diplomas for the PhD degree will be accompanied by a statement that the PhD study has been completed in cooperation between AAU and URI. The statement must be written in English and Danish. The diplomas shall contain information on the relevant field and the subject of the PhD thesis as well as information on the PhD program completed.

10. Both institutions will give an orientation to students from the other party and provide necessary assistance in life and studies.

**Procedures for AAU students at URI**

AAU students shall be subject to the same academic regulations and policies regarding class performance, community standards, and student discipline systems at URI as URI students. In addition, all students must abide by the following:

11. It is the responsibility of the students to ensure that the academic record of their academic performance is sent directly to his/her home institution at the conclusion of the dual PhD program.

12. AAU applicants must be prepared linguistically; so as to be able to meet URI published English proficiency standards (see the Graduate School web site for test options and minimum scores to establish proficiency in English; [http://www.uri.edu/gsadmis/gs_apply_int.htm](http://www.uri.edu/gsadmis/gs_apply_int.htm)) before beginning study in the United States.
13. Selected AAU students will have to complete formal application to URI Graduate School by Jan. 31. A completed on-line application includes: an on-line application form, up-to-date transcripts (grades), statement of purpose, two letters of recommendation and an English proficiency report.

a. The URI Graduate School will process the application. After admission is secured from URI, AAU students must submit a copy of their biographical passport page and proof of funding to the Office of International Students & Scholars who will then issue the DS-2019 or F-1 forms needed to apply for a J-1 visa.

14. Non-US citizen AAU students will pay international tuition and fees throughout the duration of their program to URI.

15. Each student is responsible for his/her own living expenses, including during extended academic recess (e.g., summer, winter and spring breaks), all transportation costs, books and supplies, health insurance, and personal and incidental expenses.

16. While minor illnesses may be treated at the URI Health Services, during his or her stay in the host country, each AAU student must be covered by insurance to cover medical contingencies of greater magnitude that adhere to the State Department Bureau of Educational and Cultural Affairs, and the Office of Safety and Risk Management at URI.

17. Violation of laws committed in the host country shall subject the AAU students to immediate withdrawal of his/her immigration by the Department of Homeland Security and to immediate expulsion from the host country without refund of program cost.

**Supervision, education and knowledge dissemination activities**

18. In order to receive supervision regarding the PhD study and to participate in and complete PhD courses, the PhD student must spend time at AAU and URI to the extent the said activities make it necessary. The individual PhD Study Agreement will stipulate the amount of time spent at each university.

a. In accordance with The Ministerial Order on the PhD Programme at the Universities, the PhD student must participate in teaching activities or other types of knowledge dissemination activities. AAU and URI are responsible for the PhD student’s fulfillment of these requirements.

**Rights and title to research results**

19. The rights and title to research results generated either by the PhD student and/or any
of the supervisors are held by the party that has conducted and generated the results in question. Supervisors or PhD students employed at AAU who generate patentable research results or software during their employment at AAU, are obligated to report this to AAU, cf. Danish Act no. 347 of June 2nd 1999 on inventions at public research institutions § 10, and in accordance with applicable internal guidelines. AAU shall in advance take over the rights and title to patentable research results, which is generated by employees of AAU during their performance of their obligations under this Co-operation Agreement. Supervisors, faculty, employees or PhD students employed at URI who generate patentable research results or software during their employment at URI, are obligated to report this to URI, in accordance with applicable internal policies. URI shall in advance take over the rights and title to patentable research results, which is generated by employees of URI during their performance of their obligations under this Co-operation Agreement. In the event that a patentable invention is generated jointly by employees of AAU and URI, the parties will negotiate in positive spirits and good faith to reach an agreement regarding intellectual property right protection, the sharing of costs and obligations, and commercial exploitation of the invention.

Confidentiality and publication

20. The parties are obligated to keep confidential any kind of research or trade secrets exchanged between the parties during the course of a PhD study, including information exchanged in connection with supervision of the PhD student. The obligation regards information that has been marked ‘confidential’ or if disclosed orally, has been reduced to paper by the disclosing party, marked ‘confidential’ and sent to the receiving party within 14 days after the time of disclosure, together with information which is obviously of a confidential nature (‘Confidential information’).

21. Confidential Information does not comprise information, which:

a. at the time of receipt was published or in any other way made available to the public,

b. after the time of receipt has been published or made available to the public otherwise than through neglect of this obligation of confidentiality,

c. already at the time of receipt was in the rightful possession of the receiving party without any restrictions,

d. rightfully has been disclosed by a third party, who is not bound by any obligation of confidentiality towards the receiving Party,

e. already had been developed independently of the research project by the
receiving party, or is required to be disclosed by law.

f. This obligation of confidentiality shall cease no later than three years from the time of receipt.

22. The parties agree to and fully accept that the PhD student is subject to an obligation to disseminate with regards to research results, and that the PhD dissertation shall be subject to a public defense, cf. the Ministerial Order on the PhD Programme at the Universities § 19 or applicable URI academic policy. In the event that the dissertation contains Confidential Information or patentable research results, which has been disclosed by AAU and/or URI, the thesis can be split up in a confidential and a public part. However, AAU and URI agree to and fully accept that the PhD degree shall be considered awardable based solely on the public part.

23. Each party shall enjoy the unrestricted right to publish its own research results in scientific works and journals pursuant to the traditions of the area of research in question in respect of the confidentiality obligation as stated above.

Further regulations

24. The Doctoral School at AAU reserves the right to revise the regulations regarding PhD studies of the Doctoral School at AAU in the event that it becomes necessary or desirable for practical reasons. The same applies for the Graduate School of URI.

a. Any amendments or changes to this Cooperation Agreement shall be agreed by the parties in writing.

25. AAU and URI will agree to share payments and costs in connection with the enrollment at the Doctoral School at AAU and Graduate School at URI. When in (physical) residence at one university, the student will not owe fees to the second institution where he/she is not presently active on campus.

Termination

26. This Cooperation Agreement enters into force once it has been signed by the parties. Each party is entitled to terminate the agreement with 6 months written notice. Such termination shall only have effect for candidates not yet enrolled at the Doctoral School at AAU and Graduate School at URI, meaning that the Cooperation agreement shall be applicable with full effect for PhD students already enrolled and for the period of time
set forth in the specific PhD study agreement regarding the said PhD student.

Breach of Agreement

27. In the event a party materially breaches its obligations according to this Cooperation Agreement, the other party may terminate the Agreement. However, the Agreement may only be terminated if the breaching party has not remedied such breach within thirty (30) days after receipt of a written demand.

Liability

28. The parties shall be liable in accordance with the ordinary rules of liability in Danish or American law, whichever is applicable. The parties shall, however, not be held liable for any indirect losses, consequential damages, operating losses, lost earnings or other economic consequential losses, including claims of a third party.

Choice of Law and Venue

29. This Agreement shall be governed by laws of Denmark regarding those matters that take place in Denmark and for that purpose shall be subject to the jurisdiction of the Danish Courts in Aalborg. This Agreement shall be governed by the laws of the State of Rhode Island, USA for those matters that take place in the State of Rhode Island, USA. and for that purpose shall be subject to the jurisdiction of the State of Rhode Island, USA.
Signatures

For the University of Rhode Island

Dr. Donald DeHayes
Provost & Vice President of Academic Affairs

For the College of Environment and Life Sciences, University of Rhode Island

Place and Date: ____________ 12/12/12

John Kirby, PhD., Dean

For the Faculty of Engineering and Science, Aalborg University

Place and Date: AALBORG 11/1/12

Eskild Holm Nielsen, Dean

Robert Thompson, JD, PhD, Chair
Department of Marine Affairs

Torben Larsen, PhD, Study Director

Roger LeBrun, CELS Graduate Coordinator

Niels Maarbjerg Olesen, Faculty Director