UNIVERSITEIT VAN AMSTERDAM

Model PhD Agreement for the PhD Candidate not Employed by the UvA

In the event that a faculty and a PhD candidate not employed by the UvA (e.g. a researcher with a scholarship (UNL type 2), an externally funded PhD candidate (UNL type 3) or an external PhD candidate (UNL type 4)) enter into a collaboration in the form of a doctoral programme, a PhD agreement should always be concluded between the two parties. Faculties can use the present model PhD agreement for this purpose.

Please note: if external funding is involved or if the doctoral research is part of a larger external research project (e.g. contract research), this model PhD agreement may not be appropriate. This may be the case, for example, if the financing conditions or the external research project agreement contains provisions that are not compatible with the provisions of this model PhD agreement. To determine whether this is the case, the doctoral researcher, with the support of UvA staff, will have their specific situation assessed. This agreement (including additional documents such as the research project agreement and the financing conditions) will then have to be submitted to and possibly amended by UvA IXA Legal. To this end, contact: https://www.ixa.nl/about/team-overview/?_expertise=legal-affairs

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The supervisor for this PhD agreement who functions as the contact person is <first name, last name, position (e.g. principal supervisor or co-supervisor)>.

The undersigned:

The Executive Board of the University of Amsterdam (UvA) in Amsterdam, represented in this case by Prof. <name of dean>, dean of the Faculty of <faculty name> and Prof. <name of research director or head of department>, hereinafter referred to as: the University

and

<Mr/Ms/Mx> first name, surname>, born on <date> in <place of birth> in <country of birth>, residing at <address of accommodation in the Netherlands>, being[1] a researcher with a scholarship (UNL type 2), an externally funded PhD candidate (UNL type 3) or an external PhD candidate (UNL type 4), hereinafter: the PhD Candidate

declare to have agreed as follows:

Article 1 Start date, supervision, registration

The University will give the PhD Candidate the opportunity to conduct doctoral research and write and defend a doctoral thesis at the Faculty of <faculty name> from <start date>. For this purpose, the University will appoint a principal supervisor and co-supervisor.

The PhD Candidate will be officially registered with the University at the beginning of the doctoral programme. The PhD Candidate is required to apply for admission to the doctoral programme to this end. The starting date of the doctoral programme is the effective date of this PhD agreement. The starting date cannot be changed retrospectively and must be included in the training and supervision plan (OBP/TSP). In all cases, the starting date of this PhD agreement is also the start date of the doctoral programme, even if official registration only takes place after this date.

The PhD Candidate who receives a scholarship from a foreign scholarship provider and additionally receives additional funds from the University in the form of a 'top-up' will also sign a top-up agreement with the

[1] The UvA uses the types of PhD candidates of Universities of the Netherlands (UNL) listed in the report Gezonde Praktijk voor het Nederlandse Promotiestelsel (Healthy Practice for the Dutch PhD System): https://www.universiteitenvannederland.nl/onderwerpen/onderzoek/gezonde-praktijk-in-het-nederlandse-promotiestelsel

University in addition to this PhD agreement. The UvA top-up model agreement includes the agreements between the faculty and the researcher with a scholarship in the context of the top-up and the exclusion of real or fictitious employment.

Article 2 Doctoral research, relationship between the PhD Candidate and the University
The PhD Candidate is free to choose the topic of and design the doctoral research, within the limits of what is academically justified. The final research proposal will be prepared and finalised in consultation with the principal supervisor. There is no form of rank, authority or employment relationship between the PhD Candidate and the principal supervisor, co-supervisor or University. The principal supervisor or co-supervisor provides guidance, but does not take on the role of a manager. Hospitality will be provided and doctoral research will be facilitated. PhD Candidate activities are not included in the University's structural tasks. The University does not impose any fixed working hours and/or workplace or attendance obligation on the PhD Candidate's doctoral research.

The parties expressly do not intend to enter into an employment agreement within the meaning of Section 610 et seq. of Book 7 of the Dutch Civil Code. The parties exclude any form of fictitious employment within the meaning of the 1964 Payroll Tax Act. Therefore, the Collective Labour Agreement of Dutch Universities does not apply. This means the PhD Candidate has no entitlement to, for example, salary, pension accrual, a thirteenth month, periodic increments, tax-facilitated provisions or holiday pay.

Article 3 Go/No Go discussion, early termination of doctoral research
One year after the start of the doctoral research, or no more than two years in exceptional cases, a so-called Go/No Go discussion will take place between the PhD Candidate and at least the principal supervisor and/or co-supervisor (for more information, see the UvA PhD policy). This discussion will be about the possibility of successfully completing the doctoral research within a reasonable period of time. The research will continue if completion of the doctoral research, within the timeframe agreed at the outset, is considered realistic (‘Go’). Supervision will be discontinued if no real possibility is seen for completion within the deadline (‘No Go’).

If, for whatever reason (including: at the request of or due to the PhD Candidate's or external funder's own actions), the doctoral research is discontinued prematurely, the basis for providing hospitality to the PhD Candidate will cease to exist and this agreement will be terminated with immediate effect. The termination will be confirmed to the PhD Candidate in writing. Termination of this agreement shall not give rise mutually to liability for damages or any other liability.

Any obstacle to or delay in the doctoral research, the process of obtaining a doctorate or supervision shall be notified to the University without delay. If the obstacle or delay has emerged due to a situation qualifying as force majeure, the parties shall consult mutually to find a solution. If the parties fail to find a solution and do not invoke the Dispute Resolution Procedure (see the UvA Doctorate Regulations), each of them is entitled to terminate this agreement with immediate effect by registered letter.

After the agreement is terminated, the University and the PhD Candidate should take at least the following actions: <e.g. deregistering with the Immigration and Naturalisation Service>.

Article 4 Services, facilities, costs, support[2]
In principle, the PhD Candidate who is not employed by the UvA is not entitled to use any facilities directly or indirectly related to employment at the UvA (for more information, see the UvA PhD Policy). In consultation with the University, it can be agreed which facilities, support, courses and services the PhD Candidate can make use of and whether the PhD Candidate can claim the costs for this from the University (for more information on the conditions, see the UvA PhD Policy). The University does not guarantee that its buildings or facilities will always be accessible, available, fully functional or suitable for the PhD Candidate.

[2] If necessary, the Faculty may attach to this agreement an appendix listing the facilities that the PhD Candidate (whether or not on payment of a *tuition fee*) may use (see also the UvA PhD Policy for this).

Article 5 Education and degree programmes
Externally funded PhD Candidates and external PhD Candidates only perform teaching tasks (e.g. teaching, providing guest lectures, internship and/or internship supervision) if these are contractually defined. Researchers with scholarships have no teaching duties or academic requirements. Researchers with scholarships are not subject to mandatory training or education requirements. Only if the researcher with a scholarship expressly wants to and is able to do so can they choose and attend training courses (unpaid) and gain experience in teaching roles.

Article 6 Insurance, residence permit
From the moment of admission to the doctoral research, while on University premises or in University buildings, any damage suffered by the PhD Candidate is covered by the University's liability and accident insurance. Any private damage suffered by the PhD Candidate shall be at the risk and expense of the PhD Candidate.

The PhD Candidate is aware that the performance of the doctoral research and related activities at the University are only possible if the PhD Candidate is a resident of the European Union, or has received an appropriate work permit, visa or residence permit for this purpose. The University must have copies of the necessary documents and permits prior to the start date mentioned in Article 1 and at the latest before the actual start of the doctoral research. The University reserves the right to unilaterally terminate this agreement without notice in the event of persistent failure to submit the necessary permits and after having given a warning.

Article 7 Confidentiality, duty of confidentiality, personal data
The PhD Candidate is obliged to keep confidential all information in tangible or non-tangible form and/or physical items or materials, which has been or will be made available to the PhD Candidate by the University or which comes to the knowledge of the PhD Candidate in the course of their work on the doctoral research; this includes information related to the PhD Candidate's own work, that of UvA employees and also information about the University and the people working there (hereinafter: Confidential Information). Such Confidential Information is subject to a duty of confidentiality which shall remain in force even after termination of the agreement. The duty of confidentiality does not apply to information available through public sources.

Confidential Information does <u>not</u> include:

- information demonstrably in the possession of the PhD Candidate at the time the information was provided to the PhD Candidate by or on behalf of the University;
- information that is common knowledge, without this being the result of malicious or negligent action on the part of the PhD Candidate;
- information lawfully obtained by the PhD Candidate other than through the activities referred to in this agreement, without having used Confidential Information or resources of the University in any way;
- information that must be disclosed because of a legal obligation or court order. If the PhD Candidate is required to disclose Confidential Information in this way, the PhD Candidate shall notify the University in writing in advance.

If the PhD Candidate works with personal data in the doctoral programme, this is done in line with the *UvA Privacy policy and processing of personal data*. Personal data will be processed by the PhD Candidate in a proper, careful and transparent manner, in accordance with applicable laws and regulations on the processing of personal data, in particular the General Data Protection Regulation (GDPR). The PhD Candidate will only process personal data for the research aims for which they were collected and will not process more personal data than strictly necessary. The PhD Candidate will ensure that data are stored securely and that no one misuses their computer or identity. In case of suspicious situations, the PhD Candidate will inform the ICT manager or privacy officer. Data leaks should be reported to UvA ICTS.

Article 8 Intellectual property: Research outcomes
The outcomes of the research are defined as all outcomes arising directly from the doctoral research, including know-how and all intellectual property rights and or similar rights relating to such outcomes (hereinafter: Outcomes).

All Outcomes generated exclusively by the PhD Candidate will be wholly owned by the PhD Candidate unless otherwise agreed. All Outcomes generated exclusively by the University will be wholly owned by the University.

In the event that Outcomes are jointly generated by the PhD Candidate and the University, and each party's contribution to such Outcomes is indivisible, such Outcomes shall be jointly owned by the PhD Candidate and the University in equal undivided parts, unless it is clear that such division of ownership would be disproportionate considering the respective contributions to such Outcomes. The joint owners will record written agreements regarding the protection and commercial use of these joint Outcomes in a 'Joint Ownership Agreement' in mutual consultation. In the Joint Ownership Agreement, the co-owners will agree on the commercial use of the joint Outcomes and/or on licensing the joint Outcomes to third parties. If no Joint Ownership Agreement has been concluded yet, each party:

(i) will be entitled to use the jointly owned Outcomes for non-commercial research and teaching, royalty-free, and without requiring the prior consent of the other joint owner; and
(ii) will be entitled to use those Outcomes for their own purposes (including commercial activities), subject to the conditions set out in (a) and (b) below; and/or
(iii) will be entitled to grant non-exclusive licences to third parties, without any right to sub-licence, subject to the conditions set out in (a) and (b) below:

a) must give the other party at least forty-five (45) days' notice;
b) must pay a fair and reasonable market price to the other party in advance, to be agreed in writing.

'Background knowledge' means all information that existed at the time of entering into this agreement, whether patented or not, including knowledge, drafts, hypotheses, designs, prototypes, outcomes, organic or non-organic materials, databases, computer programs, specifications, methods or techniques, belonging in whole or in part to either party.

The ownership of background knowledge of both parties, as provided for at the time of entering into this agreement, is not affected by this agreement.

Article 9 Damages
The PhD Candidate will be liable to pay compensation for damages suffered by the University to the extent that such damages are due to the intentional acts or omissions of the PhD Candidate.

Article 10 Applicability
This agreement is governed exclusively by Dutch law. The parties shall submit any disputes relating to this agreement to the competent court in the Netherlands.

Article 11 Transferability of personal rights and obligations
For both parties, the rights and obligations arising from this agreement are personal rights. Neither party may assign its rights or obligations under this agreement to a third party without the express written consent of the other, non-third party.

Article 12 Termination of the doctoral programme
This agreement will end by operation of law upon termination of the doctoral programme. The terms and conditions set out in this agreement shall remain in force for the duration of any extension for the purpose of conducting activities at or for the University. The provisions that by their nature will be fully in effect after the

termination or dissolution of this agreement shall remain fully in effect. Either party may unilaterally terminate this agreement with immediate effect if the other party commits a gross breach of the provisions of this agreement. If applicable, the PhD Candidate may, in consultation with the principal supervisor or co-supervisor, designate a date at short notice to collect any personal property.

Agreed, drawn up in duplicate and signed in <town/city> on <date>,

On behalf of the dean of the Faculty of <faculty name>,

<name and job title of the research director, department chair or operational manager>,

<name of PhD Candidate>

Key documents:

- *UvA Doctorate Regulations*
- *UvA PhD Policy*
- *UvA Guide to obtaining a doctorate at the UvA (PDF)*
- *UvA Guide to Social Safety for PhD Candidates*
- *Dispute Resolution Procedure (part of the UvA Doctorate Regulations)*
- *UvA Code of Conduct*
- *UvA Policy on Open Access Publishing*
- *UvA Research Data Management (UvA Research Management Service)*
- *Netherlands Code of Conduct for Research Integrity*
- *UvA Top-up model agreement for researchers with scholarships*
- *UvA Privacy policy and processing of personal data*
- *UNL Information document for international PhD candidates*
- *<important faculty documents, if applicable>*
- *<important faculty documents, if applicable>*
- *<important faculty documents, if applicable>*
- *<important faculty documents, if applicable>*