

## **Cooperation Agreement**

Between

FernUniversität in Hagen, Germany, represented by Univ.-Prof. Dr.-Ing. Helmut Hoyer,  
Universitätsstr. 47, 58097 Hagen, GERMANY

Ruhr-Universität Bochum, Germany, represented by Univ.-Prof. Dr. Dr. h.c. Elmar W. Weiler,  
Universitätsstr. 150, 44780 Bochum, GERMANY

Pontificia Universidad Católica Argentina, represented by Prof. Dr. Víctor Manuel  
Fernández, Av. Alicia Moreau de Justo 1300 (C1107AAZ), Buenos Aires, ARGENTINA

Pontificia Universidad Católica de Valparaíso, represented by Claudio Elórtegui Raffo  
Casa Central, Av. Brasil 2950, Valparaíso - Casilla 4059, Valparaíso, CHILE

The above are together hereinafter referred to as the Parties or in the singular a Party.

IN ORDER TO FURTHER THE EFFECTIVE AND MUTUALLY BENEFICIAL COOPERATION AND  
DEVELOP ACADEMIC AND CULTURAL EXCHANGE IN EDUCATION, RESEARCH AND  
OTHER AREAS, THE ABOVE NAMED UNIVERSITIES HEREBY AGREE TO CO-OPERATE  
TOWARD THE INTERNATIONALISATION OF HIGHER EDUCATION.

### **Article 1**

#### **Purpose of the Agreement**

The purpose of this agreement is to initiate a collaborative research and PhD network in  
the areas of Philosophy, which involves scientific cooperation projects and the conclusion  
of joint bi-national PhD agreements between the Parties.

### **Article 2**

#### **Areas of the Cooperation**

The Parties shall endeavor to support collaboration between their Institutes of Philosophy.

In particular, the parties shall:

1. Establish, support and conduct an International Virtual PhD Network as an online platform on the website of FernUniversität;
2. Organize face-to-face meetings (conferences) in which participants may also take part online;



3. Establish joint supervision of PhD students on the basis of a separate agreement between two or more Parties (Attachment 2);
4. Implement an online forum for Master students, which is integrated in the online platform.
5. Enable short-term stays at the respective partner university;
6. Establish, support and conduct training and career development activities that support the network as accompanying measures (e.g. through internships and / or research opportunities abroad) and
7. Distribute and share publications for scholarly, teaching and information purposes.

### **Article 3** **Obligations of FernUniversität**

The platform is hosted by the network coordinator. The network coordinator assumes primary responsibility for the overall coordination of the activities of the network.

### **Article 4** **Obligations of the Parties**

The Parties commit themselves to do everything in their power to contribute to the implementation of the project as set out in this Agreement and the accession document (attachment 1).

In particular, each Party undertakes to participate in the activities of the online platform with its own contributions and initiatives,

1. through active participation in the online-activities in the form of substantial verbal contributions (at least a written contribution per year, which will be presented and discussed at the colloquium),
2. through mutual commitment to regularly presenting and reading each other's academic work, *including work-in-progress, in small working groups,*
3. by taking responsibility for a quality-based selection process for their Master and PhD students who gain access to the platform and its features. The parties assume the responsibility for the academic quality of the students they select from their own institution.

### **Article 5** **Organizational Structure of the Partnership**

(1) Each Party designates an individual who will serve as the contact person for this agreement. The contact person is responsible for coordinating the specific aspects of the cooperation, which includes regular contact with the Parties, participation in the network meetings and responsibility for the selection of participating students in his/her home institution. The contact persons constitute the Executive Advisory Board of the

Cooperation. The designated contact persons for this Cooperation and for the Executive Advisory Board are:

For the FernUniversität in Hagen:

Name: Prof. Dr. Thomas Sören Hoffmann

Address: Institut für Philosophie, Universitätsstr. 33 (Neubau KSW, Trakt C), D-58084 Hagen, GERMANY

Telephone: 0049-2331-987-2156 (4636)

Fax: 0049-2331-987-2096

E-mail: Thomas.Hoffmann@Fernuni-Hagen.de

For Ruhr-Universität Bochum:

Name: Prof. Dr. Birgit Sandkaulen

Address: Institut für Philosophie I, Bochum, GERMANY

Telephone: 0049-234-3229128

Fax: 0049-234-32-14598

E-mail: Birgit.Sandkaulen@rub.de

For Pontificia Universidad Católica Argetina:

Name: Prof. Dr. Héctor Alberto Ferreiro

Address: Facultad de Filosofía y Letras - Alicia Moreau de Justo 1500 (C1107AFD), Buenos Aires, ARGENTINA

Telephone: 0054-11-4349-0200 (int.1206)

Fax: 0054-11-4349-0200 (int. 2791)

E-mail: ferreiro\_hector@hotmail.com

For Pontificia Universidad Católica de Valparaíso:

Name: Prof. Dr. Hardy Neumann Soto

Address: Instituto de Filosofía, Centro Universitario María Teresa Brown de Ariztía, Avda. El Bosque 1290, Sausalito, Viña del Mar, CHILE

Telephone: 0056-32-227-4391

Fax: 0056-32-227-4387

E-mail: hardy\_neumann@hotmail.com

(2) Decisions are made by the Executive Advisory Board of the network. The Executive Advisory Board organizes, plans and monitors the activities of the network, evaluates and, if appropriate, decides on changes and project applications of the network. Members in the Executive Advisory Board represent the interests of their home institution. Significant changes, such as but not limited to changes of this agreement, changes of the aspects of the cooperation and modifications of the network structure, are subject to a vote; a majority is necessary for changes to come into effect. The Executive Advisory Board meets regularly (once a year); additional meetings are organized virtually.

(3) In case there is a change in the representative of a Party, the respective Party shall inform the Executive Advisory Board about this change in written form. The Executive Advisory Board shall inform each Party about the change.



(4) The Executive Advisory Board appoints a member of the Board to be network coordinator for two (2) years. In the initial phase (the first two years), FernUniversität in Hagen serves as network coordinator.

(5) The Executive Advisory Board may appoint a Scientific Board of experts from the partner universities, but also from other universities in Germany and Latin America. The Scientific Board consults the Executive Advisory Board especially during the period of the establishment of the network, but also for all projects of larger extent (e.g. organization of congresses). In case a Scientific Board is formed, the Parties agree to stipulate the full particulars with the Executive Advisory Board (e.g. responsibilities, organization, participation).

## **Article 6**

### **Financial Obligations**

There are no financial obligations for the signing Parties as a result of this Cooperation Agreement. However, all Parties seek to raise third-party (external) funds to finance their activities that arise as a result of this Cooperation Agreement.

## **Article 7**

### **Liability**

(1) Each Party shall release the other from any liability in respect of damages resulting from the performance of this Cooperation Agreement, suffered by itself or its personnel, to the extent that these damages are not due to the gross negligence or willful misconduct of the other Party or its personnel. No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of data, provided such damage was not caused by any willful misconduct or gross negligence by the first Party or its personnel.

(2) Each Party shall protect the other Parties and their personnel against any action for damages suffered by third parties as a result of its performance of this Cooperation Agreement, to the extent that these damages are not due to the negligence or willful misconduct of the other Parties or their personnel.

(3) Each Party shall be fully liable for damages resulting from injury to life, body or health.

## **Article 8**

### **Copyrights**

(1) The Parties agree to further the publication of important research papers in academic journals and periodicals as well as to share academic publications.



(2) The Parties bear responsibility that all material such as, but not limited to, texts, sketches, pictures and films distributed on the online platform are not used for publication outside the author's copyright protection laws. Master and PhD students are required to sign a Copyright and Data Use Agreement (attachment 3). All participants commit to the rules of good scientific practice.

(3) Nothing in this Agreement shall be construed as conferring rights to use any material of the Parties without their prior written approval.

## **Article 9**

### **Use of names, logos or trademarks**

(1) Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name of the Parties or any of their logos or trademarks, without their prior written approval.

(2) The network may be given a name, including a logo, by the parties. Joint activities always bear the logos of all participating universities. The Executive Advisory Board decides on the design and use of the network logo.

(3) In case this Cooperation ends the Parties will decide whether or not the further use of the network logo. If no decision is made the logo will not be used anymore.

## **Article 10**

### **Confidentiality**

The Parties agree that any information that they obtain during the cooperation is confidential provided that one Party explicitly request such.

## **Article 11**

### **Privacy Policy**

Student data is kept confidential. All Partners agree to make available the data of their home students to the partners, if necessary. Students are required to sign a Copyright and Data Use Agreement (attachment 3) prior to their participation in the network. Student data is not disclosed to any third party without the written consent of the respective student.

## **Article 12**

### **Accession of new parties to this cooperation**

(1) The Parties agree that this cooperation is open to new Partners.



(2) New Partners must be Universities in Germany and Latin America, which offer degree programs in Philosophy on Bachelor, Master, and PhD level, and represent the interests as defined in this cooperation.

(3) New partners can join if a majority of 75% of the actual Parties in the cooperation agrees. Accession shall be effected by a decision of the Executive Advisory Board.

(4) A new Party enters the Agreement of Cooperation upon last signature of the accession document (Attachment 1) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the Accession document.

### **Article 13**

#### **Effective date, duration and cancellation of the Agreement**

(1) This agreement of cooperation shall be effective from the date of signature and will be valid for a period of three (3) years. It will be renewed for a further three (3) year period if neither of the Parties has given written notice of cancellation at least six (6) months before the agreement expires.

(2) Each Party may cancel its participation by written notice of cancellation at least six (6) months before the end of the calendar year.

(3) If a Party does not adhere to the rules of good cooperation and academic practice as defined in this Cooperation Agreement, the Executive Board holds the right to exclude Parties from the network by a 75% majority vote.

### **Article 14**

#### **Survival of rights and obligations**

(1) The provisions relating to Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Cooperation Agreement for five (5) years.

(2) Agreements between two or more Parties, which have been concluded on the basis of *this agreement shall remain valid after termination of this agreement and must be terminated separately.*

**Article 15**  
**Language(s)**

- (1) The working language of the partnership shall be German, English and Spanish, depending on the specific constellation and the purpose of the exchange between the Parties.
- (2) This agreement is concluded in English. In case of a translation of this agreement into another language than English, the English version shall be the binding one.

**Article 16**  
**Concluding provisions**

- (1) This Cooperation Agreement consists of this body text and  
[Attachment 1]: Accession Document  
[Attachment 2]: Standard agreement for the joint supervision of PhD theses  
[Attachment 3]: Copyright and Data Use Agreement
- (2) Amendments and supplements to the present agreement and its attachments must be in written form. Consequently, these changes of the present agreement shall only be effective if they have been agreed upon by the Parties in writing and have been designated as amendment (the exchange of letters whereby one project participant proposes the changes to be made and all other project participants expressly agree via postal services and fax is sufficient).
- (3) The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.
- (4) If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding on the parties. The Parties agree to replace the ineffective provision by one which serves the purpose of the agreement as closely as possible.
- (5) In case of differences that are not ruled by this agreement, the Parties agree to find a conjoint solution.
- (6) In case of any disputes among themselves the Parties will endeavor to work towards an amicable settlement. In case a solution cannot be found, the Parties herewith agree that Hagen, Germany shall be the venue for all legal disputes arising from this agreement.
- (7) The laws of Germany shall apply to all legal relations arising in connection with this agreement.

**IN WITNESS WHEREOF, the parties hereto have offered their signature:**



For FernUniversität in Hagen

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Univ.-Prof. Dr.-Ing. Helmut Hoyer

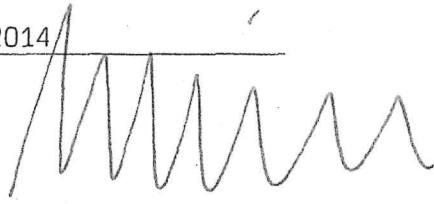




For Ruhr-Universität Bochum

03.11.2014


Date:



Name: Prof. Dr. Dr. h.c. Elmar Weiler



For Pontificia Universidad Católica Argentina

  
Dr. Carlos Muñoz  
Coordinador  
Secretaría Académica

Date:



Name

Mons. Dr. Victor Manuel Fernández  
ARZOBISPO RECTOR

  
SECRETARIA  
ACADEMICA

For Pontificia Universidad Católica de Valparaíso

23/03/2015

Date:

Qui. Ute,

Name



## **Attachment 1**

### **Accession document**

#### **ACCESSION**

of a new Party to

[Acronym of the project] Cooperation Agreement, version [..., YYYY-MM-DD]

[Official name of the new Party]

hereby consents to become a Party to the Cooperation Agreement identified above and accepts all the rights and obligations of a Party starting [date].

[Official name of the coordinator]

hereby certifies that the Executive Advisory Board of the cooperating parties has accepted in the meeting held on [date] the accession of [the name of the new Party] to the Cooperation starting [date].

This accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[Insert name of the new Party]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[Insert name of the coordinator]

Signature(s)

Name(s)

Title(s)



**Attachment 2**

**Joint doctoral supervision agreement**

**between**

**...,**

**represented by legal representative...**

**and**

**.....**

**represented by .....**

**Preamble**

(1) According to the international cooperation program "PhD network in the areas of philosophy" both of the undersigned universities plan the preparation of a doctoral dissertation by a candidate.

(2) The universities admit a candidate to the network taking into account the terms and conditions of both universities. The universities shall pay attention that the candidates' work matches the networks' issues. The universities agree to make sure that the candidate holds Spanish and German knowledge of languages.

(3) A joint doctoral supervision between national universities shall not occur.

**§ 1**

**Subject**

(1) Both of the undersigned universities agree to the preparation of a doctoral dissertation of

**.....**

Born on .....

in .....

whose realization and defence takes place under the joint authority of both institutions according to the following conditions.

Titel of the dissertation: .....

(2) The estimated research time for the thesis is ..... years. This time limit can be extended in accordance with the doctoral degree regulations at both institutions.

(3) The candidate has to fulfill the terms and conditions of both universities for the admission to the doctoral program, the writing and the defense of the dissertation and gaining the PhD.

(4) The doctoral degree regulations of both the (name of faculty/university) in the version of (date) and the respective provisions of (name of partner faculty/university) in the version of (date) will be taken into account.

## **§ 2**

### **Preparatory Phase**

The preparatory phase of the thesis is divided between the two supervisory institutions with the candidate spending time in each of the two countries alternately. The amount of time spent in each of the countries will be balanced. The timetable for the stay at each of the universities is set out in the appendix to this agreement. The candidate must spend at least 3 months in the other university.

## **§ 3**

### **Tuition fees and costs for the candidate**

(1) The candidate shall be enrolled in both universities but is exempt from paying tuition fees at the host university.

(2) Basically, the candidate bears all other costs including social service contributions payable due to the regulations of the universities. The home university informs the candidate concerning promotional programs or studentships.

## **§ 4**

### **Insurance**

The candidate is insured for social security at none of the institutions. The candidate is therefore obliged to take out private social security insurance.



## § 5 Supervisors

The candidate's thesis will be supervised by:

- at(name of partner university, country): .....
- at(name of partner university, country) : .....

who have assumed the task of advising the candidate on all aspects of his/her study and will jointly be involved in the continuing assessment of the candidate's work in progress.

Their tasks are specified by the doctoral degree regulations of both universities.

## § 6 Dissertation Defence and Dissertation Committee

(1) The dissertation defence takes place once, at the university:

.....

The defence may be conducted via videoconference.

(2) The defence will be recognised by both institutions.

(3) The dissertation committee constitutes promptly after the submission of the dissertation.

The members of the dissertation committee shall be designed by joint agreement of the two institutions which are a party in this agreement. The doctoral degree regulations of both the (name of partner faculty/university) in the version of (date) and the respective provisions of (name of partner faculty/university) in the version of (date) will be taken into account. It is composed equally of academic representatives from the two countries. It consists of at least four members, two of which are the supervisors.

(4) The two partner institutions will appoint the members of the thesis committee. The number of representatives from each of the two countries will be balanced. The doctoral degree regulations of both the (name of partner faculty/university) in the version of (date) and the respective provisions of (name of partner faculty/university) in the version of (date) will be taken into account.

(5) Should travel costs accrue for members of the dissertation committee, these shall be paid by their institution.

## § 7 Language

(1) In the event that the languages are different in the two countries, the dissertation shall be written in one of the two languages, as determined by the parties.

(2) The language in which this dissertation will be written is:

.....

(3) The language in which this summary will be written is:

.....

(4) The language in which the oral defence will be conducted is:

.....

## **§ 8**

### **Exchange of information**

(1) The two universities exchange via the supervisors all necessary information and documentation for the organization of the joint supervision.

(2) The two universities undertake in particular to the mutual exchange of its legal provisions concerning the submission and print of dissertations.

## **§ 9**

### **Protection of the thesis topic and publication of its content**

Protection of the thesis topic and the publication of its content as well as the use and protection of research findings made at both institutions shall be safeguarded at both research institutions in accordance with the doctoral degree regulations in force at both universities.

## **§ 10**

### **Submission, bibliographic description and printing of the thesis**

The terms of submission, bibliographic description and printing of the thesis are determined by the applicable law at the respective university.

## **§ 11**

### **The diploma**

(1) The two institutions recognize the validity of the joint thesis direction and the validity of the diploma granted.

(2) After the successful completion of the single defence and based on only one bilingual or English-language examination report the two institutions pledge to award the title (name of title) from



(name of partner university), as well as the title (name of title) from (name of partner university). It will be signed by the responsible authorities at both universities.

(3) The overall thesis performance will be evaluated by the dissertation committee and indicated on two certificates from the institutions concerned. It will be stated on each of the certificates that each one is valid only in conjunction with the other and that they are the result of a Joint doctoral supervision agreement between ...and .....

Name of the diploma at .....::

.....

Name of the diploma at .....:

.....

## **§ 12**

### **Leading Validity of regulations**

(1) In case both of the universities regulations differ from each other and it is necessary to manage the differences in order to fulfill this agreement the two universities can agree that one of the universities' regulations shall be the leading one. This requires that the respective regulations allow making such an arrangement.

(2) For clarifying reasons it will be referred to Art. 16 (2) of the Cooperation Agreement.

## **§ 13**

### **Entry into force and Validity**

(1) This agreement is valid after the directors of the two universities have affixed their signatures to it and the doctoral candidate countersigned it.

(2) Its validity extends to the end of the semester in which the dissertation is defended.

(3) The current contract ends in case of written waiver of the candidate for continuation of the joint doctoral supervision.

(4) In the case that one supervisor drops out the candidate will be granted a period of ..... weeks to find a new supervisor. If this fails, the two universities may terminate the contract.

(5) Should any provision of this agreement be or become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this agreement. In such a case, the parties shall be entitled to request that a valid and practicable provision will be negotiated which fulfills the purpose of the original provision.

(6) This agreement shall be construed in accordance with and governed by the laws of Germany.

Prepared in three copies

for.....

for .....

The Rector

The Rector

.....

(date / seal)

.....

(date / seal)

.....

name

.....

name

The Dean

The Dean

.....

(date / seal)

.....

(date / seal)

.....

name

.....

name



The supervisors

.....

(date)

.....

(date)

.....

name

.....

name

I hereby declare that I agree with this agreement:

.....

(date)

.....

name

### Attachment 3

#### Data Use Agreement

(Please use bold letters)

##### Personal Data

Name:	First name:
Address:	Nationality:
Date of birth and place:	Home university:
Status: (M.A./ PhD student)	Academic field:
E-Mail address:	

According to the participation in the activities of the cooperation program concerning collaborative research and PhD network in the areas of philosophy, I accept that my personal data as stated above is used for information and survey purposes by the cooperating universities and the coordinator. My student data is not disclosed to any third party without my written consent.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Signature





## Copyright Agreement

I am aware of the International Virtual PhD Network as an online platform on the website of FernUniversität in Hagen. Within the online platform there is an online forum for students for purposes to discuss and exchange topics with relation to the cooperation program.

I am aware that I will gain access to the online platform and its features.

I hereby assure not to use all material such as, but not limited to, texts, sketches, pictures and films distributed on the online platform for publication outside the author's copyright protection laws. I also agree not to upload any material outside the author's copyright protection laws. If I need to upload material, I assure to upload just material that is related to the program and benefits the online exchange.

I agree that anything I create during the participation belongs to the cooperating universities for publication for scholarly, teaching and information purposes.

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Place, Date

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Signature