



MEMORANDUM OF AGREEMENT – DUAL AWARD PHD DEGREE IN ELECTRICAL ENGINEERING

Name of partner(s): Faculty of Engineering, Doctorate Programme in Electrical Engineering, University of Nottingham, United Kingdom, and the Faculty of Physical and Mathematical Sciences, Doctorate Programme in Electrical Engineering, University of Chile, Chile

Qualification and title: Doctor of Philosophy (PhD) in Electrical Engineering

This **AGREEMENT** is made:

BETWEEN

THE UNIVERSITY OF NOTTINGHAM, a University established and existing under the laws of the United Kingdom, and having its principal office at Trent Building, University Park, Nottingham, NG7 2RD, United Kingdom.

(Otherwise known as UoN).

And

THE UNIVERSIDAD DE CHILE, a University established and existing under the laws of Chile and having its principal office at Avenue Libertador, Bernardo O'Higgins 1058, P O Box 10-D, Santiago, Santiago de Chile.

(Otherwise known as UoC)

This is the second generation of this agreement.

1. SCOPE OF THE AGREEMENT

This is a written agreement between the UoN and the Faculty of Physical and Mathematical Sciences (FCFM), UoC. Both universities will associate to offer a dual degree PhD Programme in Electrical Engineering.

Students successfully completing the programme will receive two certificates issued separately by both institutions in line with usual university procedures issuing dual awards.

This agreement is specifically limited to the Doctorate Programme in Electrical Engineering. Any further programme will be subject to a further agreement. The UoN and the UoC will not support any serial arrangements (whereby the partner

organisation offers the approved collaborative provision, or assigns delegated powers, elsewhere through an arrangement of its own).

The agreement confirms the rights and obligations of both the UoN and UoC covering both the relationship of the UoN and UoC and aspects of the relationship relevant to the dual degree Ph.D. Programme.

2. PROGRAMME AND DURATION OF STUDY

If accepted, students would be registered at both institutions from year one of entry. Applicants would be enrolled in the PhD in Electrical Engineering as both UoC and UoN full-time PhD students for no more than four years and would complete a PhD programme in engineering leading to awards of both institutions. Students would undertake research at both institutions and spend a minimum of one full year at each institution.

The periods of enrolment for the UoC are specified in <http://www.die.uchile.cl/2010/proceso-de-admision-doctorado-ingenieria-electrica/>. The period of enrolment for the UoN are flexible within the UoN's PhD regulations.

Initial registration at the University of Nottingham would occur at the time when the student successfully completes the Qualification Examination at UoC.

Students who successfully complete their studies at UoN shall be eligible to have conferred upon them a degree awarded by UoN. UoN shall be responsible for conferring an award made by Nottingham. Similarly, Students who successfully complete their studies at UoC shall be eligible to have conferred upon them a degree awarded by UoC. UoC shall be responsible for conferring an award made by UoC.

Routes

Year 0	Qualifying year at UoC. Students on this route will be registered at UoN at the end of this year of study.		←UoC students entry
Year 1	UoC	UoN	←UoN HEU and International students entry
Year 2	UoN	UoC	
Year 3	UoN	UoN	
	UoC students route	UoN HEU and International students route	

Table 1

The language of thesis and viva voce examination will be English.

3. MANAGEMENT OF PROGRAMME

The management of the programme will be in accordance with the UoN's and the UoC's standard arrangements for the PhD in Electrical Engineering. This includes the provision of a primary supervisor and a secondary supervisor at the UoN and

a primary supervisor at the UoC. Optionally a secondary supervisor can be also assigned at the UoC.

The contact details for the key personnel at both institutions are included at Annex 1. These key personnel will undertake the management of the programme but may be subject to change.

The responsibilities of the UoN and UoC co-ordinators in Annex 1 will be as follows:

- Ensuring that all necessary colleagues with Departments, Schools or Faculties are kept informed about matters relating to this programme
- Act as a channel of communication between the relevant colleagues at UoN and UoC
- Notifying each other of any academic or administrative changes in a timely fashion
- Ensuring that information about curriculum and assessments at Nottingham are communicated to UoC in a timely manner.
- Undertaking periodic monitoring and review of the programme by means of email, video conference or face to face meetings.

In relation to the programme specified within this agreement, UoN and UoC agree to ensure that the following aspects of the programme are managed:

- Offer information, advice and guidance to potential candidates on entry requirements, application procedures, curriculum and course requirements
- Undertake the collection and screening of applications
- Oversee and co-ordinate submitted applications to UoN in the requisite format and submit to the named individual in Annex 1 by the notified deadline for the cohort.
- Notify each other promptly if any cohort ceases to be supported by UT or UoN for any reason
- Access and arrange suitable study space
- Arrange and pay for suitable venue(s) for teaching
- Provision of UoC & UoN awards and transcripts
- Conferment of final award by UoC and UoN
- Ensure students have access to technical equipment as appropriate and that technical support is available
- Implement any changes in response to evaluations/feedback as required by UoC and UoN
- Liaison concerning publicity material and approval
- Assessment
- Appointment and allocation of teaching and tutorial staff
- Programme and module information if relevant, including a programme specification, course or assessment handbook and module guides
- Arranging supervision
- Online learning resources
- Hard copy of online texts where appropriate
- Reading lists
- Access to online IT facilities and support
- Appointment of External Examiner(s)
- Organisation and conduct of Examination Report(s)
- Recommendations for progress and final awards
- Conferment of final awards
- Provision of award certificates and transcripts
- Extension requests, mitigation and deferral of study

- Academic offences and appeals
- Terminations of programme of study
- Student records
- Communication with students online
- Staffing arrangements for delivery of the programme
- Quality assurance and control of curriculum, teaching, learning and assessment including student evaluation surveys
- Implement any changes in response to evaluations/feedback

At least one member of staff from Nottingham will normally visit UoC each year, and at least one member of staff from UoC will normally visit UoN each year. Other communication will generally be by emails or video conference as appropriate.

Each Institution retains the right to approve copies of any publicity and promotional material produced by its partner in relation to the Programme. Neither Institution will use the name or logo of the other in any form of publicity without the written permission of the other. The UoN name and logo remain the property of the University of the Nottingham and UoC name and logo remain the property of Universidad de Chile.

4. RECRUITMENT AND ADMISSION

The students of the UoC apply to this dual degree programme after approving the qualification exam ("*examen de calificación*" see title VII in <http://www.die.uchile.cl/2010/reglamento-doctorado/>). Students from the UoC therefore study for four years, inclusive of the year 0, which is a qualifying year in Chile. Students from UoC are registered with the UoN as dual PhD students in Year 1 of the programme (please see table 1).

Students from the UoN will be registered on the dual programme from Year 1 (please see table 1) and must meet the requirements of the "*confirmation review*" (see Section 8 in the Quality Manual - <http://www.nottingham.ac.uk/academicsservices/qualitymanual/studyregulations/phd-and-mphil-regulations.aspx>) in year 1 to remain on the dual programme.

Candidates must specify their proposed area of research, and supply academic transcripts and two academic references when submitting their application. Applicants should apply to the partner at which they wish to begin their PhD studies and the other partner university. UoC will ensure that all students are aware that they will need to include a statement on their application to UoN to confirm they are applying through this agreement.

Admissions standards and eligibility shall be in accordance with UoN and UoC standard admissions policies including Nottingham's minimum English language requirements and any conditions required by the UK Government regarding visas and English language. If there is a discrepancy in admissions requirements then the student has to meet all the requirements. Students are expected to spend at least one year in each of the institutions.

Both institutions must agree on the admission and recruitment of students to this dual degree PhD programme.

UoC and UoN will issue visa documentation to students who are accepted to this program in accordance with their usual procedures, and to reflect the students'

mobility pattern. UoC and UoN accept no liability to the other or any student who is unable to start/transfer due to a failure to obtain the necessary visa.

5. REGISTRATION OF STUDENTS AND MAINTENANCE OF STUDENT RECORDS

Students enrolled on this course, will be students of both the UoN and UoC from Year 1 of the programme (as detailed in table 1). Students from UoC will also complete the qualifying year (year 0). As such, from year 1, all students on the programme will have available to them the facilities and resources available to standard doctoral candidates in each institution.

The UoN and UoC will maintain records relating to the student(s) subject to this agreement in accordance with the standard procedures for PhD students of both universities.

6. RULES AND REGULATIONS

Students shall be subject to the rules and regulations of both the UoN and UoC. These have been checked for consistency and it is not expected that there will be any conflicts that cannot be resolved through negotiation.

Should any conflicts occur, students will be subject to the rules and regulations of the institution at which they are currently studying. Both institutions will negotiate the appropriate outcome to make sure both university regulations are met.

At UoN the course specific regulations and requirements are laid out in the Course Handbook for this Programme. See web page:

<http://www.nottingham.ac.uk/academicsservices/qualitymanual/researchdegreeprogrammes/index.aspx>.

At the UoC the course specific regulations and requirements are laid out in the "*reglamento general de alumnos*" and the regulation for PhD in Electrical engineering's students which are outlined in the web pages

<http://www.die.uchile.cl/2010/reglamento-doctorado/> and <http://www.die.uchile.cl/2010/reglamento-interno-doctorado/>.

7. ASSESSMENT AND STUDENT PROGRESSION

Assessment

Assessment will be in accordance with the UoN and UoC standard procedures for PhD students. Students must meet the progression requirements of candidates at UoC and Nottingham to remain on the dual programme. Details of progression requirements at Nottingham can be found in the Quality Manual and details of progression requirements at UoC can be found in section 6.

The UoN, Faculty of Engineering and the UoC, Faculty of Physical and Mathematical Sciences require students to undertake a number of taught credits

while undertaking PhD study. The modules approved for the student at the UoN will be valid as part of the PhD programme at the UoC and vice versa.

Where students do not satisfy the progression requirements of one partner, they may be eligible to complete their studies as a student of the other partner. Should students be required to do this, they will receive an award only from the institution at which they successfully complete their studies.

Viva Voce Examination

UoN and UoC shall jointly determine the location of a single *viva voce* exam. The *viva voce* exam shall be assessed separately by UoN and UoC following their standard PhD regulations to determine whether an award shall be issued by each institution.

At the UoC the academic committee of the PhD in Electrical Engineering Programme will be responsible for determining whether students from UoN have met the requirements of UoC in order that the degree can be awarded. At Nottingham a similar procedure using UoN's standard regulations will be used by the Faculty of Engineering to determine whether students of UoC have satisfied the requirements for a UoN award.

Students who do not meet both university's requirements, but successfully fulfil the requirements of one partner may still be awarded a PhD by that partner. This will be at the discretion of the partner whose requirements have been fulfilled.

The language of *viva voce* examination will be in English. UoN and UoC supervisors may attend the *viva voce* exam if this is approved by the external examiner(s), but they should not contribute to the formal assessment decision.

In both universities there is an annual review process of the PhD students. This review will be realised considering the participation of the supervisors from both institutions.

8. COMPLAINTS, APPEALS and OFFENCES

In the UoC students will be subject to the rules and regulations for PhD students stated in the "reglamento general de alumnos" and the regulations stated in the web page <http://www.med.uchile.cl/normativa-estudiantil/162-normativa-estudiantil.html>.

Clashes in regulations governing student conduct, appeals, complaints and offences are not expected, however, should such a clash occur, students will be subject to the rules and regulations of the institution at which they are currently studying.

Complaints and appeals shall be dealt with in accordance with each institution's complaints and appeals policy and procedure. UoN and UoC shall ensure that such information is available to students respectively. Students who have submitted a complaint or appeal to one of the Partners will be expected to complete the procedure at that Partner and will not then be able to pursue the same complaint or appeal at the other institution. Information on the outcome of any complaint or appeal submitted to UoC should be made available to Nottingham on completion so that a Completion of Procedures letter can be

issued in accordance with the requirements of the Office of the Independent Adjudicator (OIA) in the UK.

Students shall be subject to the Nottingham Academic Misconduct Policy (<http://www.nottingham.ac.uk/academic-services/quality-manual/assessment/academic-misconduct.aspx>) while at UoN and UoC Academic Offences Policy and Procedure while at UoC <http://www.med.uchile.cl/normativa-estudiantil/162-normativa-estudiantil.html>..

UoN and UoC shall ensure that all members of staff involved in the delivery of or support for the programme are fully aware of Nottingham definitions of what constitutes an academic offence and the Academic Offences Policy and Procedure.

9. GRADUATION

Upon successful completion of all the requirement established in this dual degree PhD programme, students will receive a PhD award from the UoN and from UoC. Students who meet UoN's requirements may receive a UoN PhD award, regardless of whether they meet UoC's requirements, and vice versa.

Students are expected to graduate at the University at which they spend their final year of study, but may choose to attend both graduation ceremonies. Students will be sent information regarding graduation during their final year of study in line with UoN/UoC standard procedures for graduation.

10. THE APPOINTMENT & ROLE OF EXTERNAL EXAMINERS

The appointment and role of the External Examiner shall be in accordance with the policies of both universities regarding that matter. Both universities will have to agree to nominate the External Examiner.

11. QUALITY ASSURANCE

The UoN and UoC take responsibility for ensuring the quality of education provided leading to a degree awarded by the universities. The Programme will be subject to the normal quality assurance policies and procedures as laid out in the Quality Manual of the UoN, see <http://www.nottingham.ac.uk/quality-manual> and to the rules and regulations and the PhD regulations of the University of Chile outlined in the web pages <http://www.die.uchile.cl/2010/reglamento-doctorado/> and <http://www.die.uchile.cl/2010/reglamento-interno-doctorado/> .

12. INTELLECTUAL PROPERTY RIGHTS

The establishment of Intellectual Property Right (IPR) relating to academic content would remain with the University responsible for delivery of that element of the programme. Where existing copyright material is used, this must be acknowledged. Delivering institutions shall be responsible for obtaining the necessary third party authorisation.

All agreements between companies and universities in matters relating to project

work must take account of the (both universities) regulations concerning the availability of final theses for examination purposes.

Agreements must be drawn up between companies and the Universities in respect of IPR arising from a project. Such agreements would take into account the student, the university and the company itself. Also within the agreement a statement must be made about opportunities for publication arising from the work in the project. Any secrecy clause must not conflict with the regulations of the supervising University.

13. FINANCIAL ARRANGEMENTS

This Agreement does not include any financial arrangements between UoC and UoN.

Students shall be responsible for the payment of fees at each institution and for any travel, accommodation or living costs for at least one year. Students will pay the relevant home/international fee (respective of their status as a home or international student) to the university at which they are studying. The UoN's tuition fees are outlined at www.nottingham.ac.uk/fees. The UoC's tuition fees are outlined in <http://www.die.uchile.cl/2010/proceso-de-admision-doctorado-ingenieria-electrica/>.

It is anticipated that students studying under this agreement are likely to obtain the funding to cover their tuition fees from sources within and outside of the two institutions. However, the ultimate responsibility for funding their studies shall rest with the student.

Tuition fees shall be payable in the local currency.

Any consumables required to complete the PhD programme shall be financed by the host institution.

14. LEGAL JURISDICTION

This agreement shall be subject to the laws of England. While both parties agree, where possible, to resolve any dispute without reference to the courts, where necessary any dispute shall be subject to the exclusive jurisdiction of the English courts.

Both parties agree not to divulge the details of any dispute to a third party (other than its legal representatives).

15. DATA PROTECTION

UoC acknowledges that the UoN is subject to all applicable UK legislation including, but not exclusively, the Freedom of Information Act 2000. In compliance with this legislation, the UoN may be required to release information related to this agreement and the programmes related to this agreement to a third party.

The parties acknowledge that Nottingham is subject to the requirements of the General Data Protection Regulation 2016/679 ("GDPR"), details of which are given at

http://www.ico.gov.uk/for_organisations/data_protection/the_guide/key_definitions.aspx , and that UoC may be subject to similar legislation in Chile. Each party shall assist and co-operate with the other party (on request and at each party's own expense) to enable both parties to comply with the data protection requirements imposed on them.

Each party shall process personal data (as defined in the GDPR) as is necessary to comply with its obligations under this Agreement. Where personal data relating to students is required to be shared between the parties, the parties shall process this in accordance with the terms of the DPA and from 25 May 2018 the GDPR. In particular, the parties:

- a) Shall ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against loss or destruction of personal data;
- b) Shall adopt and maintain a written security policy in relation to personal data processed by them and shall ensure that all of their employees are aware of and abide by its provisions.

16. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other against any cost, claim or damage resulting from the negligence or wilful misconduct of the indemnifying party, except to the extent resulting from the negligence or wilful misconduct of the other party.

17. FORCE MAJEURE

No Party shall be responsible to the other Party for any delay in performance or non-performance due to Force Majeure, but the affected Party shall promptly upon occurrence of any such causes inform the other Party, stating that such cause has delayed or prevented its performance hereunder and thereafter such Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one month, the Parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements.

18. EQUAL OPPORTUNITIES

The UoN and UoC agree that neither party shall discriminate against any person connected to this agreement or the programmes that form this agreement on the basis of race, ethnicity, colour, religion, sex, sexual orientation, marital or parental status, national origin, age or disability.

Both parties acknowledge and accept that the UoN is subject to relevant UK legislation and UoC is subject to relevant legislation in Chile. This legislation may be amended from time to time.

19. ANTI-BRIBERY

Both parties shall conform to all applicable laws, statutes, regulations and code related to anti-bribery and anti-corruption including but not limited to the UK

Bribery Act 2010. Neither party will engage in any activity or conduct which would constitute an offence under the UK Bribery Act 2010 or any other applicable law in either partner's country. Both parties will promptly inform the other of any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of this agreement.

20. NO AGENCY

Nothing in this agreement creates, implies or evidences any partnership or joint venture between the parties or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

21. THIRD PARTY

No one except a party to this agreement has any right to prevent the amendment of this agreement or its termination, and no one except a party to this agreement may enforce any benefit conferred by this agreement, unless this agreement expressly provides otherwise.

22. INSTITUTIONAL OWNERSHIP

Both parties agree to inform the other, as the awarding institution of its own award, of any change in its status or ownership.

Both parties state that there is no conflict of interest and each party will inform the other if they become aware of any such conflict.

23. SUSPENSION TO AND WITHDRAWAL FROM THE PROGRAMME

Either party may withdraw from this agreement by providing written notice – by recorded delivery - of at least one year to the other party. Upon termination of this agreement any student who has already received an offer from UoN or UoC will be accepted onto the programme.

Either party may immediately terminate this agreement by giving the other party notice in writing, by recorded delivery, if:

- the other party commits a Material Breach of the agreement and fails to remedy that breach within 30 days of notice by the party not in breach of the agreement
- the partner is dissolved.

On termination of the agreement, any student who has received an offer from UoN or UoC or is already enrolled shall be given the opportunity to complete the programme as specified in this agreement. Any property of one partner held by the other partner shall be immediately returned.

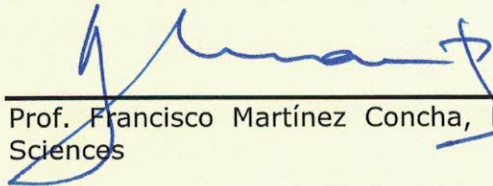
Nevertheless both partners are committed to ensuring to students still registered on the programme such provision and support as specified in this agreement.

24. DURATION OF THE AGREEMENT AND REVIEW ARRANGEMENTS

The agreement is established for an initial period of five years from the date signed below and is subject to review in the 12 months prior to the potential date of renewal.

Agreed on Behalf of The University of Chile

Date

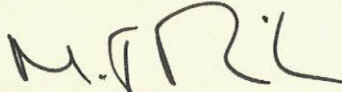


12/10/2018

Prof. Francisco Martínez Concha, Dean, Faculty of Physical and Mathematical Sciences

Agreed on Behalf of the University of Nottingham

Date



21/09/2018

Professor. Nick Miles, OBE
Pro-Vice-Chancellor, Global Engagement

Annex 1 – Key Personnel

University of Nottingham	University of Chile
<p>Name: Patrick Wheeler Position: Professor Faculty: Engineering Address: Room 504, Tower Building Engineering University Park The University of Nottingham Nottingham NG7 2RD</p>	<p>Name: Roberto Cárdenas, Position: Professor Faculty: Faculty of Physical and Mathematical Sciences, Department of Electrical Engineering Address: Av. Tupper 2007, Santiago Chile.</p>
<p>Email: Pat.Wheeler@nottingham.ac.uk</p>	<p>Email: rcardenas@ing.uchile.cl</p>
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