AGREEMENT FOR DUAL DOCTORATES BETWEEN

PONTIFICIA UNIVERSIDAD CATÓLICA de CHILE
(Departments of Construction Engineering and Project Management, Structural and Geotechnical Engineering, Hydraulic and Environmental Engineering, and Transportation Engineering and Logistics)

AND

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
(Department of Civil and Environmental Engineering)

Preamble

This agreement between the two above-named institutions is to establish and develop a system of academic exchanges under the umbrella of the existing MOU between both institutions signed on September 6 and 21, 2011 by each institution respectively.

Hence, the Pontificia Universidad Católica de Chile (UC) (Departments of Construction Engineering and Management, Structural and Geotechnical Engineering, Hydraulic and Environmental Engineering, and Transportation Engineering and Logistics) at Avenida Libertador Bernardo O'Higgins 340, Santiago, Chile, represented in this deed by its Rector, Dr. Ignacio Sanchez, and Virginia Polytechnic Institute and State University (Virginia Tech) at Burruss Hall, Blacksburg, VA 24061, USA and represented by its Vice President for Outreach and International Affairs, Dr. Guru Ghosh, have agreed to exchange students who will be awarded the degrees of both institutions under the conditions specified hereunder.

Article 1

UC graduates who have been awarded the Master of Science in Engineering (Civil Engineering Specialties) or have completed one year of graduate studies and Virginia Tech graduates who have been awarded the Master of Science in Engineering or have completed one year of graduate studies may be selected for this Dual Ph.D. program.

Selected candidates will be enrolled in the Ph.D. Engineering program at UC and in the Civil Engineering Ph.D. program at Virginia Tech. The program of study and research for each student must be approved in advance by both institutions.

In both cases, students may transfer coursework from one institution to the other, pending institutional transfer credit policies and approval of the advisory committee. At Virginia Tech, no more than 50% of the graded credit hours needed to satisfy the requirements for the Virginia Tech graduate degree may be transferred from an accredited university. Transfer courses must meet the grade and level requirements outlined in the Virginia Tech Graduate Catalogue. Additionally, students may include supporting courses in their degree programs pending institutional policy and advisory committee approval. At UC there is no limit in relation to the number of coursework credits that can be transferred. At UC, no more than one advanced undergraduate course, if taken while enrolled in a graduate program, can count toward the degree.

The minimum time to degree must include two consecutive academic semesters of full-time enrolment in residence at each institution and at least one additional full-time enrolled academic semester.

Students will fulfill all requirements and regulations relevant to the Ph.D. degree of each institution.

Students must complete two separate and distinct dissertations, and submit one to each institution, in order to receive two degrees. If students choose to submit their dissertation in manuscript format, the articles in each university's dissertation must be completely different – they cannot submit a common article to both institutions. If they choose to submit traditional-format dissertations, the two dissertations must reflect two different studies.
After completing all requirements, students shall be awarded the degree "Doctor en Ciencias de la Ingeniería" by UC and the "Ph.D. in Civil Engineering" at Virginia Tech.

Article 2

Each institution will appoint an advisor for each student to whom the student will turn for advice or assistance during her/his residence at that institution.

Article 3

The responsible authorities at both institutions will decide the number of students to be admitted to the exchange each year.

This selection will be made by both institutions based on academic criteria (i.e. formal application, transcripts, letters of recommendation and any applicable test scores).

Article 4

For the periods spent in each institution, doctoral students will register in academic programmes and pay the tuition and fees at the institution where they are enrolled only. Virginia Tech students holding F1 or J1 immigration status must consult with International Graduate Student Services about the impact of participation in this program on their visa status prior to admission to the program.

Students will assume responsibility for expenses related to travel and accommodations and for expenses unrelated to the Ph.D. program. Each institution will provide a point of contact for administration of this program and information on ways to make economical travel and lodging arrangements. For Virginia Tech, the Graduate Coordinator, Department of Civil and Environmental Engineering, will serve as coordinator. For UC, that role will be played by the Associate Dean for Research, Innovation and Graduate Studies of the School of Engineering.

Students will be required to show proof of health insurance before assuming their residency at each institution.

While in residence at Virginia Tech, each student will receive financial support from their major professor in a manner substantially similar to the support provided to doctoral students in the department who are not enrolled in the Dual Ph.D. program. At UC, each student will receive financial support from the university in a manner substantially similar to the support provided to doctoral students in the university who are not enrolled in the Dual Ph.D. program. In addition, at PUC, tuition fees will be waived. An agreement between the institution and the participating student for this support will be finalized as the program of study and research is approved.

Article 5

The persons responsible for the program at both institutions shall meet generally once a year in order to:

- review the effectiveness of the teaching and research programs;
- examine the academic results achieved by the students in the context of the institutions' collaborative efforts, and
- propose further actions.
Article 6

This Agreement shall come into force immediately after the signature of the responsible University Authorities and the approval of their respective governing bodies, if necessary.

This agreement shall be effective for a period of five (5) years and may be renewed and amended by the mutual written consent of the parties hereto. Any party may withdraw from this agreement at any time by providing written notice to the other institution. In such an event, any student who has commenced the dual degree program shall be permitted to finish the program but no new students will be accepted.

Article 7

The parties agree to attempt to solve in a friendly manner any controversy arising from the interpretation of the present agreement.

Article 8

The exchange of persons shall comply with all the regulations and procedures in force at both institutions.

Article 9

The signing of this agreement does not entail any financial obligation beyond those given to admitted students pursuant to Article 4. Further, prior to engaging in any research program, funded or unfunded, between the parties, Virginia Tech shall conduct a review for compliance with applicable United States laws.

Article 10

Disclaimer Statement. As required by the Southern Association of Colleges and Schools' Commission on Colleges, the following "disclaimer statement" must be used in the Virginia Tech materials describing this relationship. Virginia Tech is also responsible for reviewing, approving and monitoring UC's statements of relationship to ensure conformance with this disclaimer.

Virginia Tech is accredited by the Southern Association of Colleges and Schools' Commission on Colleges to award bachelor, master, and doctoral degrees. UC is not accredited by the Commission on Colleges and the accreditation of Virginia Tech does not extend to or include UC or its students. Although Virginia Tech may accept certain course work in transfer from UC toward a credential awarded by Virginia Tech, or collaborates in other ways for generation of course credits or program credentials, other colleges and universities may or may not accept this work in transfer, even if it appears on a transcript from Virginia Tech. This decision is made by the institution subsequently considering the possibility of accepting such credits.

Article 11

Intellectual Property. Any inventions or copyrighted materials or other intellectual property rights (IP rights), including such IP rights in program material, shall vest in and be owned by the party whose personnel authored, created, conceived, or reduced to practice the relevant IP rights. Such IP rights will be managed in accordance with the policies and procedures of each respective institution, unless otherwise agreed in writing by the parties. Where any program materials are jointly created and/or developed by the parties, the IP rights in such joint program materials will be owned by the parties jointly. Each party hereby grants to the other party a non-exclusive, non-transferable, royalty free license (without the right to sublicense) to use any intellectual property rights owned by the granting party, including jointly owned IP, developed in conjunction with the Agreement for Dual Doctorates between UC and Virginia Tech solely for the purposes of
performing such other party’s obligations and exercising such other party’s rights under this agreement. Inventorship will be determined according to the principles of United States law.

Neither party shall make any modifications to any of the program materials owned by the other party or any of the jointly owned IP without the prior written consent of the other party. To the extent that the IP rights in any program materials do not vest automatically in the relevant party as set forth in this clause, each party shall at the request of the other party do all such things and execute all such documents and deeds as are reasonably required by the other party to vest the IP rights in the appropriate party as set forth in this clause. Each party shall promptly and fully notify the other party of any actual or suspected infringement of any IP rights owned or used by such other party which comes to the first party’s notice, and of any claim by any third party coming to its notice that the marketing and/or offering of the program infringes any IP rights of any third party. The costs involved in the protection will be jointly covered when the IP rights will be jointly owned and a leading institution will be named for all the protection process. The previous will be stated in a specific document for each IP right developed.

This Agreement has been signed in two copies in English, both equally valid and of which each university has taken one.

Signatures:

Dr. Charles W. Steger
President
Virginia Tech
Blacksburg, VA, USA

12/18/13
Date

Ignacio Sánchez Díaz
Rector
Pontificia Universidad Católica de Chile
Santiago, Chile

1/8/14
Date