

## CIVIS Multilateral Agreement for INTERNATIONAL DOCTORAL PROGRAMME (mention the title of the network if any)

### Glossary

**Cotutelle:** Personal joint supervision agreement for each PhD candidate. The cotutelle contract regulates the partners' responsibilities with regard to joint supervision, evaluation and doctoral thesis defence. Additional institutional, national or framework agreements can still be formulated, referring to general procedures and systems. Quality assurance, admission, assessment and diplomas are aspects such agreements could cover. A joint doctoral programme must contain joint supervision, but it can also entail collaboration on joint research training ([Joint Programmes from A to Z](#)).

**Double/ Multiple PhD Degrees:** Separate PhD degrees awarded by higher education institutions offering the PhD programme attesting the successful completion of this programme (if two degrees are awarded by two institutions, this is a 'double degree') (definition on EQAR website).

**Dual Degree:** Two degrees awarded individually, attesting the successful completion of two separate curricula, with potential overlap and efficiencies in course-taking, and, if more than one institution is involved, each institution is primarily responsible for its own degree (ECA definition).

**European Approach for Quality Assurance of Joint Programmes (EA):** European process approved by the EHEA ministers in May 2015 and developed to ease external quality assurance of joint programmes. The approach defines standards that are based on the European Standards and Guidelines for Quality Assurance in the European Area (ESG) and the Qualifications Framework for the European Higher Education Area (QF-EHEA).

**Jointness of a programme:** ‘Jointness’ of a programme refers to the extent to which the programme has been developed jointly by all partners involved, and the level of programme integration between the partner institutions, including curriculum, quality assurance, marketing, selection and admissions, management, quality assurance, exam regulations, and funding. ([Joint Programmes from A to Z](#)).

**Joint PhD Programme:** an integrated curriculum coordinated and offered jointly by different higher education institutions from EHEA countries, and leading to double/multiple degrees or a joint degree (definition on EQAR website).

**Joint PhD Degree:** A single document awarded by higher education institutions offering the joint PhD programme and nationally acknowledged as the recognised award of the joint PhD programme (definition on EQAR website).

The present agreement has been concluded between

[full name of the institution], hereafter referred to as [acronym of the institution],  
having its registered office at [address of the office], represented by [first name,  
last name and title of the legal authority],

[full name of the institution], hereafter referred to as [acronym of the institution],  
having its registered office at [address of the office], represented by [first name,  
last name and title of the legal authority],

...

and

[full name of the institution], hereafter referred to as [acronym of the institution],  
having its registered office at [address of the office], represented by [first name,  
last name and title of the legal authority],

hereafter named “partner institutions”

Given the legal requirements, or equivalents, applicable to partner institutions :

In [country / region of the partner institution(s)], [reference to legal text(s)  
applicable],

In [country / region of the partner institution(s)], [reference to legal text(s)  
applicable],

In [country / region of the partner institution(s)], [reference to legal text(s)  
applicable]

Given the joint mission statement of the CIVIS European University Alliance, and  
[other CIVIS documents ruling educational cooperation actions]

The partner institutions agree on the following :

undertake to deliver a (choose the alternative option: multiple/joint) degree  
according to the following terms of agreement

#### **Art. 1 - Goals**

The partner institutions agree on co-organising the following programme [title of the

programme] from the academic year 20XX-20XX on Doctoral level  
(Briefly describe the main goals with regards the specificity of the International Multiple/Joint Doctorate)

## **Art. 2 - Management Structure**

(Briefly describe the network management structure closely related to the size of its network and the need to clearly define the *scientific/didactic/administrative* structure by dividing tasks and responsibilities among the partner institutions).

ALTERNATIVE examples are provided below, chose the preferred option

- Each doctorate adopts the management structure (Program Director, and/or Coordinator, the Teaching Committee, the Tutor's Board, the Recruitment Board, etc.) in agreement with the Regulations at its own Institution;
- The xx partner institutions will appoint a program coordinator.
- The PhD Program will be managed by a Board of Teachers appointed by the partner Universities or research Institutions and will be coordinated by a Chairman elected among the official Professors.
- For each unit of the Partnership, contact persons responsible for the implementation of the Program, may be specified in an Annex, which is to be considered part of the present agreement. These persons are members of the Steering Committee, which is to be considered the executive and managing body of the Ph.D. Program. The Steering Committee is composed of at least one scientist from each Institution participating in the Ph.D. Program.

Each partner institution appoints a local academic coordinator and a local administrative contact to manage, monitor and review the programme.

- For [partner 1], the academic coordinator is [first name, last name and title] and the administrative coordinator is [first name, last name and title].
- For [partner 2], the academic coordinator is [first name, last name and title] and the administrative coordinator is [first name, last name and title].
- ...
- For [partner n], the academic coordinator is [first name, last name and title] and the administrative coordinator is [first name, last name and title ].

## **Art. 3 - Thematic Areas and Research Environment**

(Briefly describe the main thematic areas with regards the specificity of the International Doctorate)

## **Art. 4 - Supervision and Individual Training Agreement**

Supervision of doctoral candidates enrolled in the International Multiple/Joint Doctorate will be ensured by supervisors belonging to partner Universities in different countries in accordance with a detailed individual **CIVIS co-tut le Agreement** to be signed by the doctoral candidate, university representatives, (co-)supervisors and the program coordinator on behalf of the agreements taken with the supervisors of the partner institutions. The supervisor and co-supervisor at home and at the host

institutions are aimed at jointly monitoring the research progress over the entire period up to the final thesis defense dissertation.

#### **Art. 5 - Compulsory international mobility**

In order to obtain the multiple/joint Doctoral Diploma, each doctoral candidate must spend at least **XX** months at the host Institution(s).

#### **Art. 6 - Supervisor's obligations**

There will be a minimum of one supervisor from each university. Each university will ensure appropriate alternative or cover arrangements should the supervisor leave the university if be absent. Supervisors will be jointly responsible for planning and monitoring each candidate's programme of work, including the periods of study to be spent in each location **(to be integrated according to the specificity of the agreement jointly established by the partners)**

#### **Art. 7 Admission and Selection of Candidates**

**(Briefly describe the agreed policy for admission requirements and candidate selection, which will guarantee comparative evaluation of the *scientific quality of applications* and *compatibility of doctoral studies* in accordance with principles of fair selectivity and transparency)**

##### **For multiple degrees:**

- candidate admission is separately conducted by each institution. The program coordinator of each Institution is responsible for candidate advising and continuous program administration.
- If needed, a proof of language proficiency will be required: ..... **give details for each partner**.
- candidates will be admitted to the PhD programme according to the procedures in force in the partner institutions, based on the results of the selection procedure.

##### **For joint degrees:**

- The partner institutions determine together the elements required for the application, the criteria taken into consideration, the shortlisting and selection processes and the calendar. Each partner institution proceeds with the shortlisting of candidates. The final selection is then operated by the joint admission board.

#### **Art. 8 - Enrollment**

**(describe below agreements on enrolment procedures agreed among partner institutions according to their internal regulations and policies)**

#### For multiple degrees:

- Each candidate will be registered at the home and host Institutions and will be entitled to regular candidates' rights and privileges in both sending and host Institutions

#### For joint degrees:

- Each candidate will be enrolled at the coordinating Institution and registered at each universities involved and will be entitled to regular candidates' rights and privileges in both sending and host Institutions on the basis of multi-lateral agreement.

#### **Art. 9 -Registration fees**

(Briefly describe the agreements on registration fees)

- Registration and tuition fees will be paid to the home Institution. Potential fee waivers by the host Institution will be possible, on a case-by-case basis, according to each country regulations.

#### **Art. 10 - Research training facilities and infrastructures**

Each hosting institution will ensure access to facilities, whether for operating costs, access to infrastructures (also including use of laboratories and other facilities) and welcome services provided to international candidates and researchers.

#### **Art. 11 - Support for international mobility**

Each sending Institution will explore funding opportunities to support international mobility of its own doctoral candidate's through access to specific funding, such as Erasmus+ scholarship. Given the multi-lateral nature of staff and doctoral candidate mobility the participating institution shall cooperate to establish mobility opportunities funded from international sources.

*Add description of funding sources if any.*

#### **Art. 12 - Dissertation and Final Evaluation Committee**

Mention here the common policy for format and language of the thesis and its evaluation, agreed among the partners according to their internal regulations;

#### Alternative examples are provided below:

- thesis in English or other jointly agreed language, or long dissertation in the language of home institution and a short version in a format of article in English (or other jointly agreed language) to be evaluated by the International Evaluating Committee;
- thesis in English (or other jointly agreed language) corresponding to a series of articles evaluated ready to be published by international peer-review journals or thesis in English (or other jointly agreed language) corresponding to a series

of articles published (number to be defined) in international peer-review journals)

The public defense of the thesis shall take place at the home/coordinating University awarding the degree on behalf of the partnership. The composition of the International Evaluating Committee for thesis submission and defense process shall respect the requirements of the doctoral regulations of the awarding institution/s.

**Note:** please consider that the Erasmus funding opportunities for staff mobility may support the cost of foreign members of the final evaluating committee

### **Art. 13 - Degree Award**

- Upon completion of the PhD programme within a cotutelle, xx (indicate the number for multiple degrees) separate diplomas are conferred to the candidate according to the local regulations. Institution (put the name of the Institution) will award the degree in (put the title of the degree). University (put the name of the Institution) will award the degree in (put the title of the degree)
- Upon completion of the Joint PhD programme, a joint diploma in (put the title of the degree) will be awarded bearing signatures of the legal representatives and logos of the partner Institutions.

Additional costs of issuing a joint diploma will be shared among partner Institutions. Options will be explored to minimize the costs of issuing joint diplomas.

### **Article 14 -Doctoral candidate 's Obligations and Rights**

candidates must respect the regulations of the host university during the exchange period.

The host university will provide:

- access to facilities as a full-time candidate, including the library,
- information about health insurance and coverage,
- information about everyday logistics (bank account)
- Help with finding accommodation if possible, in dorms or suitable accommodation off campus,
- The necessary documents for obtaining a visa/resident permit when applicable

Participating candidates must:

- Pay tuition fees as indicated in Article 9 before departure (when applicable),
- Pay accommodation, food, transportation, health insurance, personal expenses, as well as all costs related to their mobility.
- Obtain a visa (when applicable)
- Pay all other outstanding debts during the exchange period.

In case of serious breach of regulations, notably concerning disciplinary issues, each

institution will apply their current internal procedures. The home university will be informed beforehand and a copy of the file will be sent to the home university.

Alternative examples are provided below, chose the preferred option

- Each candidate will observe the rules of both the home and host institution, including regulations on research integrity
- Each candidate will respect the institutional obligations established in the Individual Training agreement
- Each candidate will be granted full access to both the institutions' facilities (such as Library, Laboratories, etc.) during their studies. Health insurance is regulated by the rules of each University.
- Each doctoral candidate will be enrolled at the home institution and registered at the home and host Institutions.
- The presentation, deposit and reproduction of the thesis shall be done in each country in accordance with the applicable regulations in force.
- The protection of the subject matter of the thesis and likewise the publication, exploitation and protection of the results obtained by the candidate's research in the contracting Institutions shall be subject to the applicable law in force and guaranteed in compliance with the specific procedures of each of the Institutions/countries involved in the joint supervision of the thesis.  
(to be integrated according to the specificity of the agreement established by the partners of the partnership)

#### **Art. 15 - Financial resources and costs management**

Each participating Institution will be responsible for its own costs associated with this Inter- Institutional Agreement. Neither University will have the authority to authorize or incur financial liability on behalf of the other. Each institution must guarantee the appropriate administrative control for separate funds from its own sources that are dedicated to the achievement of PhD program goals. Besides the tuition fees, financial resources provided to the International PhD must be allocated in accordance with the specific contractual regulations of the sources of those funds (e.g. EC, ministries, universities, foundations, private and public sources etc.). The available funds will be distributed among them according to the activities, which they will implement.

(Further details concerning the financial management can be provided as an ANNEX)

#### **Art. 16 - Quality assurance**

The partnership should define the quality assurance criteria. Considering the importance of this topic for the success of the programme the definition and inclusion of quality assurance measures in highly recommended.

(Examples are provided below)



Quality assurance will be based on both internal and external assessment measures, involving the relevant stakeholders.

(Further details concerning the quality assurance tools can be provided as an ANNEX)

#### **Article 17 - Personal data processing**

The partner institutions commit to comply with the General Data Protection Regulation (EU 2016/679) (GDPR), in accordance with the provisions set out in Annex 4 to this agreement.

#### **Art. 18 - Application of law and dispute resolution**

Please describe which law is applicable and which court is to be addressed in the event of dispute among the partners.

**Examples are provided below:** If any dispute arises between the member institutions, they will in good faith attempt to negotiate a settlement. If unsuccessful, they will in good faith attempt a resolution through an Alternative Dispute Resolution procedure (an ADR procedure). The partnership will, if needed, appoint a common committee for appeals and grievances. This committee will be elected from among the members of the board.

#### **Art. 19 - Intellectual Property Rights**

This section should describe whether the PhD related research could lead to intellectual property rights.

**Examples are provided below:**

Intellectual Property Right (IPR) will be always specifically detailed in each agreement by the involved institutions, to be signed by the doctoral candidate and the supervisors. The protection of the subject matter of the thesis and likewise the publication, exploitation and protection of the results obtained by the candidate's research in the contracting Institutions shall be subject to the applicable law in force and guaranteed in compliance with the specific procedures of each of the Institutions/countries involved in the joint supervision of the thesis. If requested, the provisions in connection with intellectual property rights may be agreed in specific protocols or documents.

#### **Art. 20 - Insurance, prevention, and security**

This article should clarify which insurance coverage is provided to candidates enrolled in the programme as well as relevant information on the risks of the working environment.

#### **Art. 21 - Duration and Renewal**

This Inter-institutional multilateral agreement will be valid for a period of 5 years from the signature by the legal representative (Rector/President) in each Institution.

It will be automatically renewed unless the partner Universities will explicitly request to renegotiate the agreement or give notice of termination in written form at least six months prior its Expiry. No provision of this inter-institutional agreement may be varied apart from in writing. Each partner Institution may withdraw from the Agreement by written notification at least six months in advance. In the case of any disagreements, which may arise in the application of the agreement, the parties will seek to find an amicable solution. In case of withdrawal the partner Institution will honor all obligations formally agreed upon in advance.

## **Article 22 - Termination**

Either party may terminate the present agreement at any time, minimum one year before the desired termination date. The termination should not hinder or interfere with cooperation activities already underway.

The partner institutions shall ensure that upon expiry or termination of this agreement, satisfactory arrangements are put in place for all existing candidates on the programmes, and those to who have formally accepted a place on the programme. The relevant terms of this agreement will continue in force to the extent necessary to allow such candidates to complete the programmes and be assessed for the relevant degree.

In the event of termination of this agreement, the actions undertaken will continue until their due term, i.e., [specify the term].

For "....." University of  
THE RECTOR  
Name , signature and stamp  
Date  
Signed in\_\_\_\_\_ on (months day) of (year)

For "....." University of  
THE RECTOR/PRESIDENT  
Name , signature and stamp  
Signed in\_\_\_\_\_ on (months day) of (year)

For "....." University of  
THE RECTOR/PRESIDENT  
Name , signature and stamp  
Signed in\_\_\_\_\_ on (months day) of (year)

This Inter-Institutional Agreement is dated the (month/ day/year)

## Annex 1

### COTUTELLE AGREEMENT ON JOINT SUPERVISION OF DOCTORAL CANDIDATE AND AWARD OF DOUBLE DOCTORAL DEGREE

#### ESTABLISHED BETWEEN

The **[Name and address of the Institution]**, represented by **[Name]**,  
hereafter referred to as '**[Acronym of the Institution]**',

*other stakeholders may be added as appropriate*

#### AND

The **[Name and address of the Partner Institution]**, represented by **[Name]**,  
hereafter referred to as '**[Acronym of the Partner Institution]**',

*other stakeholders may be added as appropriate*

**[Acronym of the Institution]** and **[Acronym of the Partner Institution]** will  
hereafter be referred to individually as 'the Partner Institution' and collectively  
as 'the Partner Institutions'.

**AND or WITNESSED BY** *(the doctoral candidate as a Party or a witness to the  
agreement must be agreed upon by the Partner Institutions)*

**[First and last Name of the doctoral candidate]**, residing at **[Address]**,  
hereafter referred to as 'the doctoral candidate',

**[Acronym of the Institution]**, **[Acronym of the Partner Institution]** and the  
doctoral candidate will hereafter be collectively as 'the Parties'.

\*\*\*\*\*

In respect and mutual understanding of the applicable national laws and local regulations<sup>1</sup> (as amended), namely:

For **[Acronym of the Institution]**:

- **[Applicable internal regulations related to doctoral studies in the Institutions (insert address of the web page if applicable)];**
- **...;**

For **[Acronym of the Partner Institution]**:

- **[Applicable internal regulations related to doctoral studies in the Partner Institutions (insert address of the web page if applicable)];**
- **...;**

the Partner Institutions have agreed on the following terms and conditions.

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<sup>1</sup> The Partner Institutions agree not to change the rules regarding the defence and/or the defence procedures after both Partner Institutions set the date for the defence.

## **BACKGROUND AND PURPOSE OF THE AGREEMENT**

This cotutelle agreement, prepared within the context of The European Civic University (CIVIS) of which both Partner institutions are members, aims to promote collaboration and mobility at the doctoral level among its members.

By entering this agreement, each university commits to admitting the doctoral candidate to doctoral education at their respective institution, to provide joint supervision and to fulfil their obligations towards the doctoral candidate during the period of cotutelle.

Each partner institution also commits to awarding a separate doctoral degree to the doctoral candidate upon fulfilment of the requirements.

This agreement specifies the terms of the collaboration. It is entered into with the mutual understanding and respect of each university's respective national legislation and local regulations.

## **TITLE I. ADMINISTRATIVE PROCEDURES**

### **Article 1 – Identification of the doctoral candidate and of the thesis topic<sup>2</sup>**

§1. The doctoral candidate for which this agreement is signed is:

Ms/Mr \_\_\_\_\_

Date of birth \_\_\_\_\_ in  
\_\_\_\_\_

Personal Identity Number (if applicable) .....  
.....

Nationality \_\_\_\_\_

Phone number and e-mail address: \_\_\_\_\_

§2. The doctoral candidate's thesis topic is:

\_\_\_\_\_  
\_\_\_\_\_

A description of the doctoral research project is attached to this agreement (appendix 1).

### **Article 2 – Admission procedure**

§1. In accordance with applicable regulations and selection procedures related to doctoral studies in the Partner Institutions, the doctoral candidate may enter the cotutelle agreement once she/he has been granted permission by the relevant authorities in the Partner Institutions and once she/he is admitted to doctoral education at both Partner Institutions respectively.

\_\_\_\_\_

§2. At **[Acronym of the Institution]**, the doctoral candidate is admitted to doctoral education and enrolled in a doctoral training programme in **[Field of the research]**, starting in the **[N-N+1]** academic year. The responsibility for the doctoral training programme lies with **[Name of the structure (department, doctoral school, PhD program, ...)]**.

At **[Acronym of the Partner Institution]**, the doctoral candidate is admitted to doctoral education and enrolled in a doctoral training programme in **[Field of the research]**, starting in the **[N-N+1]** academic year. The responsibility for the doctoral training programme lies with the **[Name of the structure (department, doctoral school, PhD program, ...)]**

§3. The Partner Institutions agree that the doctoral candidate shall follow the regulations for doctoral education, both in terms of administrative and academic fulfilment, at the Partner Institutions for the whole period of the cotutelle.

§4. Tuition fees (if applicable): *Here the Partner Institutions agree on and state how to proceed in accordance with respective regulations.*

§5. Funding, salary and other costs: *Here the Partner institutions stipulate the responsibility for the financing of the doctoral candidate's salary and all costs related to the doctoral education and mobility between the Partner institutions.*

### Article 3 – Thesis duration

§1. The expected duration of the doctoral thesis is **[duration]** years starting in the **[N-N+1]** academic year. The thesis defence is planned in the **[N-N+1]** academic year. *Specific requirement such as minimum or maximum duration of the doctoral education and/or in terms of ECTS (if applicable) may be indicated here.*

§2. This duration may be extended, subject to the approval of the competent bodies within the Partner Institutions and in accordance with applicable regulations in each Partner Institution.

### Article 4 – Calendar and mobility

§1. The time spent preparing the thesis is split between the two Partner Institutions, according to a calendar established jointly by the two thesis supervisors referred to in Article 6 and in dialogue with the doctoral candidate.

§2. In accordance with the applicable regulations related to doctoral education in the Partner Institutions, the doctoral candidate must spend at least **[duration]** preparing their thesis at each Partner Institution.

### Article 5 - Social security & Insurance

§1. *Here the Partner Institutions stipulate the responsibility for the doctoral candidate's insurances, also including social security and insurance (if*

*applicable). This will mainly depend on the legal framework in the respective countries.*

## TITLE II. TRAINING AND RESEARCH CONDITIONS

### **Article 6 –Supervisors**

§1. The doctoral candidate works under the responsibility of a thesis supervisor in each of the two Partner Institutions, namely [First and Last Name] at [Acronym of the Institution], and [First and last Name] at [Acronym of the Partner Institution].

§2. The thesis supervisors agree to fully carry out their duties by overseeing the doctoral candidate's work in accordance with the applicable policies and regulations of each Partner Institution. They shall regularly discuss the progression of the doctoral candidate.

### **Article 7 – Evaluation and follow-up**

§1. *Here the Partner Institutions provide information on the procedures, such as preliminary examination, follow up-committee (if applicable) etc., also inform on the responsibility for continual follow-up (reporting requirements etc.), on the supervision of the doctoral candidate and on the doctoral candidate's progress during the whole study period.*

§2. At [Acronym of the Institution],

§3. At [Acronym of the Partner Institution],

### **Article 8 – Training Plan**

§1 *Here, in compliance with their regulations and procedures, the Partner Institutions agree on a training plan in terms of the number of credits (ECTS) or hours that meet their respective requirements, which the doctoral candidate must complete during the doctoral education.*

§2 If the doctoral candidate has completed education and/or training activities at postgraduate level or equivalent prior to admission to the doctoral education, she/he may apply for credit transfer in accordance with the rules and procedures applied at the Partner Institutions.

§3 If the doctoral training is organised only at [Acronym of the Institution], the doctoral candidate shall complete the full programme at [Acronym of the Institution].

## TITLE III. DEFENCE AND DIPLOMAS/ DEGREE CERTIFICATES

### **Article 9 –Thesis defence**

§1. *By mutual agreement, the partner institutions indicate here what are the pre-requisites that the doctoral candidate must comply with to be allowed to defend her/his thesis and be awarded the double degree.*

§2. *In accordance with their respective regulations, the partner institutions describe here the mutually agreed authorisation procedure for the thesis defence.*

#### **Article 10 – Appointment of the examination committee**

§1. The members of the examination committee are appointed by mutual agreement by the two Partner Institutions. The examination committee's composition needs to be following the non-negotiable legal and regulatory provisions in both Partner Institutions. *In case the Partner Institutions cannot agree on the composition of the examination committee, one possible option could be to appoint two separate boards who both attend the defence at the same time, but signs two different protocols, one for each university. Another option could be to apply the legal and regulatory provisions of the institution hosting and organizing the thesis defence.*

§2. Description of the examination committee agreed by the two Partner Institutions:

§3. Description of the defence process:

#### **Article 11 – Language of writing and defence**

§1. The thesis shall be written in: *(a language accepted by the relevant bodies of both Partner Institutions).*

§2. The thesis shall be defended in: *(a language accepted by the relevant bodies of both Partner Institutions).*

§3. If requested by one or the other of the two Partner institutions, the thesis manuscript shall include a summary written in: *(indicate the language).*

#### **Article 12 – Thesis defence**

§1. Within the framework of the present cotutelle agreement, the thesis ends with a single [public/private] defence held at [Acronym of the Partner Institution concerned] in the presence – in person or through videoconference – of the members of the examination board/examination committee. *The Partner institutions shall agree upon the public or private character of the thesis defence in accordance with their respective regulations.*

§2. The date of the defence is decided jointly, in accordance with the PhD regulations of both Partner Institutions.

§3. Travel and accommodation costs for members of the examination board/examination committee: *to be agreed on between the two Partner Institutions, in accordance with their respective regulations.*

§4. Responsibility for printing of the thesis (including rules for making it public, duplication, filing/archiving etc.) *to be agreed on by the Partner Institutions*

#### **Article 13 – Award of the PhD Degree**



§1. In accordance with applicable regulations in each Partner Institution and following a favourable thesis defence protocol:

the title of [Acronym of the Institution] Doctor in [field of the research]

and

the title of [Acronym of the Partner Institution] Doctor in [field of the research]

shall be awarded to the doctoral candidate, by awarding her/him two diplomas/degree certificates, one from each Partner Institution.

§2. Both degree certificates and/or diploma supplements shall explicitly mention the collaboration of the Partner Institution in the context of the cotutelle agreement, in accordance with applicable regulations in both Partner Institutions.

#### **Article 14 – Code of conduct and duties of the doctoral candidate**

The doctoral candidate agrees to comply with applicable regulations in the Partner Institutions such as ‘code of conduct’ and similar regulatory policies.

#### **Article 15 – Compliance with laws and regulations including ethical obligations**

§1 The parties shall ensure that their activities under cooperation fully comply with all recognized laws, regulations, guidelines, and recommendations in the relevant fields that are in force during the term of this Agreement.

§2 The Parties acknowledge that in all research activities under the collaboration they shall secure all necessary approvals from the relevant research ethics committees before undertaking any part of a research project requiring ethics committee’s approval. The parties shall also obtain properly signed consent and acknowledgement forms from any human subjects or their legal guardians to be involved in the project.

§3 The Parties will cooperate for the purpose of ensuring that each of them complies with ethical obligations and will therefore share information relating to ethical approvals obtained in a transparent manner.

§4 The Partner Institutions agree to ensure that all teaching and research personnel engaged in the collaboration under the current Agreement shall be entitled to full academic freedom.

#### **TITLE IV - INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PUBLICATION**

##### **Article 16 – Definition of terms**

*The Partner institutions agree on the definitions of the terms related to intellectual property, confidentiality and publication, and describe them in this article.*

##### **Article 17 – Ownership of the results**

The ownership of the research results shall be governed by the wording in Appendix 2 of this agreement, which is fully part of the agreement.

##### **Article 18 – Confidentiality**

*The Partner Institutions, in accordance with their respective regulations and with the information provided in Appendix 2 shall define by mutual agreement in this Article which information received under this agreement shall, if applicable, remain confidential during the period of cotutelle and beyond for a given time period. They define here the procedure to be adopted in the case of a possible patent or any other form of valorisation of research results that requires an embargo period necessary to preserve their confidentiality.*

## **Article 19 – Publication**

*The partner institutions, in accordance with their respective regulations, shall define by mutual agreement in this Article how the results of their collaborative work under this agreement will be communicated and/or published. This should consider the provisions related to confidentiality outlined in Article 18 as well as the agreement in Appendix 2.*

## TITLE V - FINAL PROVISIONS

### **Article 20 – Administrative contacts**

For any question or correspondence related to this agreement, please contact the cotutelle administrators:

- at **[Acronym of the Institution]**: Ms/Mr (Full name), email address and postal address;
- at **[Acronym of the Partner Institution]**: Ms/Mr (Full name), email address and postal address;

### **Article 21 – Termination**

§1. The agreement is terminated when the collaboration, as stipulated by the agreement, is fulfilled. Each Partner Institution is entitled to terminate this agreement unilaterally with justification with a notice of three (3) months. In the event of the relationship between the Partner Institutions being terminated, the Partner Institutions shall strive towards that the doctoral candidate is able to complete their double doctoral degree programme and obtain the appropriate double award, subject to the doctoral candidate satisfying all requirements specified in this agreement.

§2. If the doctoral candidate chooses to discontinue his or her doctoral training at either of the two universities, the agreement will also be terminated. The Parties therefore agree that this cotutelle agreement may also be terminated by the doctoral candidate by a letter sent to the relevant bodies of the two Partner Institutions.

### **Article 22 – Disputes and Applicable law**

§1. In the event of a dispute, the Partner Institutions agree to do everything in their power to reach an amicable resolution. Should such a resolution not be reached, the dispute may be settled by arbitration by the **Name of arbitrator.**

§2. This agreement is governed by the substantive law of **[Name of the country]**.

### **Article 23 – Entry into force - Duration**

§1. This agreement enters into force on the date of its signature by the representatives of the Partner Institutions and by the doctoral candidate. This agreement is signed for a duration of **[cf. provisional duration article]** academic years starting in the **[N-N+1]** academic year.

§2. If the doctoral candidate has not defended his/her thesis before this deadline and if the Parties do not express a desire to terminate this agreement, this agreement may be renewed

### **Article 24 – Changes**

Any change to the provisions laid down in this agreement shall be made by means of an amendment signed and approved by all Parties.

### **Article 25 - Force Majeure**

If the performance of the Parties' obligations under this Agreement is prevented because of war, natural disasters, strikes, lockouts, blockades or other similar circumstances over which Parties could not prevail, and could not reasonably have foreseen and the consequences of which the Parties could not reasonably have avoided or overcome, the Parties which are unable to meet their obligations may be exempt from these as long as the obstacle exists.

Signed in [Number] (N) copies. The Partner Institutions and the doctoral candidate each keep one original copy. The other signatories receive one copy each.

For [Acronym of the Institution]	For [Acronym of the Partner Institution]
Full name, Position  Signature  Date: _____	Full name, Position  Signature  Date: _____
Full name, Position  Signature  Date: _____	Full name, Position  Signature  Date: _____
The thesis supervisor, Professor Full name  Signature  Date: _____	The thesis supervisor, Professor Full name  Signature  Date: _____
<p>I, The doctoral candidate, assure that I have read and understood the content of the agreement.</p> <p style="text-align: center;">Full name</p> <p style="text-align: center;">Signature</p>	

For [Acronym of the Institution]	For [Acronym of the Partner Institution]
Date: _____	

## **APPENDIX 1: doctoral research PROJECT**

## **APPENDIX 2 - INTELLECTUAL PROPERTY**

*The Partner Institutions, in accordance with their respective regulations on intellectual property, define by mutual agreement in this Appendix the intellectual property provisions concerning the research results produced in the framework of the cotutelle collaboration.*



## Annex 2

### Internal regulations and procedures

- a) **Management body**
  - Missions and responsibilities
  - Designation and mandates
  - Meetings
  - Decision procedures
  
- b) **Teachers college**
  - Missions and responsibilities
  - Designation and mandates
  - Meetings
  - Decision procedures



## Annex 4

### Personal data management plan

#### Agreement on Personal data protection in case of international transfer

1. The institutions agree to share personal data exclusively for the purpose set out in this agreement: from [name of the institution] to [name of the partner institution] for the exchange participants' selection and back to [name of the institution] at the end of the exchange period for academic grades.
2. [name of the institution] complies with the General Data Protection Regulation (EU 2016/679) (GDPR). Under this legislation, [name of the institution] is responsible for the lawful collection and transfer of necessary personal data regarding the exchange participant (data subject). Transfer is based upon the following legal basis: Article 6(b) - the processing being necessary for the performance of a contract with the exchange participant, supplemented by Article 49.1(b) - the transfer to a third country is possible under the derogation that it is necessary for the performance of a contract with the exchange participant.
3. Receiving University is responsible for ensuring that personal data concerning exchange participants, including personal data transferred to [name of the institution], are processed in accordance with applicable national and supranational legislation.
4. Each Party shall provide all necessary assistance and cooperation as reasonably requested by the other to enable that Party to comply with its data protection obligations.
5. Each Party shall be responsible for adequately informing the exchange participants regarding the processing of their data in the framework of the exchange.
6. Parties will share exchange participants' information via regular secure, encrypted electronic transfer. The transfer will ensure that both Parties, or any data processor processing on behalf of either Party, will hold up-to-date personal data at that time and that the details of any participant who opts out of the exchange agreement are not processed further. Each Party shall ensure that persons accessing personal data are subjected to the necessary confidentiality obligations.
7. Each Party shall retain personal data relating to exchange participants in line with its official records retention periods.
8. This clause shall survive the termination, for any reason, or the expiry of this agreement.

ANNEX may concern different aspects of the program such as, for example:

- CIVIS cotutelle agreement
- Quality assurance
- Details on financial management