

Institution logo

Partner Institution logo

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 regulations¹ (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.

¹ 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 topic²

§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: _____
I, The doctoral candidate, assure that I have read and understood the content of the agreement. <div style="text-align: center;">Full name</div> <div style="text-align: center;">Signature</div> <div style="text-align: center;">Date: _____</div>	

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.