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**Doctoral thesis cotutelle agreement between [*partner University*] and the University of Granada within the framework of [*name of the doctoral programmes or doctoral schools at each institution*]**

On the one hand***, [Name of Rector or legal representative]***, acting as legal representative and Rector of ***[name of institution]****,* a higher education institution recognised by ***[founding norm or statute]***, whose legal domicile is ***[full address of institution]****,*

And, on the other, Prof. Pedro Mercado Pacheco, acting on behalf of the University of Granada (Spain), of which he is Rector per Decree 131/2023, dated 12 June (BOJA no. 113, of 15 June 2023), by virtue of the powers conferred by Article 50 of the Organic Law of the University System (LOSU) and Article 45,k) of the University of Granada Statutes, the legal domicile of the institution being C/ Cuesta del Hospicio s/n, 18071 Granada (Spain),

**AGREE**

Within the framework of the following regulations governing doctoral studies at:

***[partner University]:***

And at the University of Granada:

* Spanish Royal Decree 99/2011 of 28 May 2011 regulating official doctoral studies.
* UGR Regulations on Official Doctoral Studies and Doctoral Degree Certificates (approved in an ordinary session of the Governing Council on 30 October 2013).
* UGR Regulations on International Cotutelles of Doctoral Theses, approved in an ordinary session of the Governing Council on 27 September 2018.

**ARTICLES**

 **Article 1. Purpose**

In furtherance of the common aim of stimulating scientific cooperation and promoting the mobility of researchers between [*partner University*] and the University of Granada, this agreement sets out the framework for the co-supervision of the doctoral thesis:

Doctoral candidate: ***[Name of doctoral candidate]***

(Hereafter referred to as “the doctoral candidate”)

leading to the award of the degrees:

 ***[Specify title of expected award by partner university]***

**Doctor por la Universidad de Granada**

The topic of the doctoral candidate's thesis project is: ***[Specify topic of the doctoral thesis project]***, and it is to be carried out within the framework of ***[name doctoral programmes or schools at each institution]***

A summary of the doctoral thesis project is presented in Appendix 1.

 **Article 2. Application of national legislation and institutional regulations**

Nothing in this agreement shall be taken to overrule national legislation or institutional regulations covering doctoral studies and the award of doctoral degrees in either of the two countries. All parties commit themselves to acting in conformity with the two institutions' regulations and codes of practice, and to seeking the resolution by mutual consent of any difficulties that might arise in the interpretation of those regulations.

The doctoral candidate must meet the relevant requirements of both institutions regarding admission to the doctoral programmes, progress, and assessment, as well as the submission and public defence of the doctoral thesis.

 **Article 3. Registration and fees**

***[Please select one of the following two statements]***

During the period of research work for the development of the joint doctoral thesis, the doctoral candidate will be registered at both Universities; however, they will pay tuition and other fees, where applicable, only at ***[name of University]***, whereas they will be enrolled free of charge at ***[name of the other University].***

or

During the period of research work for the development of the joint doctoral thesis, the doctoral candidate will be registered at both Universities; they shall pay tuition and other fees, where applicable, each academic year at the University where they carry out their research work, and will be enrolled free of charge at the other University.

In any case, the doctoral candidate must pay the corresponding fees required to open their academic record at the UGR for their first enrolment, as well as the corresponding fees for issuing the doctoral degree.

 **Article 4. Duration of the doctoral studies and distribution of research periods at each University**

The duration of the doctoral studies will be three years (possibly extended by one year in accordance with the regulations of the two institutions), starting from the date of the candidate’s first enrolment in the doctoral programme.

The doctoral candidate and their co-supervisors will agree on how the candidate’s working time is to be divided between the two institutions, taking into account the needs arising from the research and the circumstances of the doctoral candidate.

In all cases, the doctoral candidate must spend a minimum of 6 months at each institution, starting from the date of the first registration and until the day of the defence of the doctoral thesis.

 **Article 5. Insurance cover**

During their stay at either university, the doctoral candidate will be responsible for their own insurance coverage against illness and accident. During mobility periods, the doctoral candidate must also have insurance covering repatriation in case of illness or accident, in line with the regulations established at each university.

 **Article 6. Co-supervisors of the doctoral thesis**

The candidate's doctoral research will be pursued under the joint supervision of:

•Dr. / Prof. ***[name of supervisor 1], [partner University]***

•Dr. / Prof. ***[name of supervisor 2],*** University of Granada

Both supervisors undertake to supervise the doctoral thesis until its completion, as defined by the regulations in force at their respective institutions, and to support each other in the execution of their duties as supervisors. The two co-supervisors will confer regularly with regard to the progress of the doctoral candidate's work.

Should either of the supervisors withdraw or be withdrawn from this responsibility during the work leading to the doctoral thesis, they will be replaced by the corresponding university in accordance with the regulations in force there. The supervisor at each institution undertakes to report any changes in their professional and/or academic affiliation with the institution that they represent until the thesis is defended. Any change of this kind must be notified to the partner institution and the candidate in due time and approved expressly by both. Should this notification not occur, or approval not be forthcoming, this agreement will terminate automatically. In such cases, the candidate will be guaranteed the opportunity to complete their doctoral studies at the institution of the remaining supervisor.

 **Article 7. Exchange of information**

The two universities, through the two co-supervisors, will communicate to one another all the information and documentation needed for the joint supervision of the candidate's doctoral studies and the preparation and submission of the doctoral thesis.

For administrative issues, those responsible at each university will be:

At ***[partner University:]***

***[Contact data: postal address, email address]***

At the University of Granada:

International School for Postgraduate Studies

International Area

University of Granada

Avda. de Madrid, 13

18071 Granada, Spain

epinternacional@ugr.es

 **Article 8. Submission and public defence of the doctoral thesis**

The doctoral thesis will be submitted and publicly defended at ***[name of University],*** as agreed between the doctoral candidate and their two supervisors.

In any case, the doctoral candidate must fulfill the requirements for the submission of the doctoral thesis established by the University of Granada before the public defence of the thesis takes place. In particular, they must request and obtain permission to submit the thesis following the procedure established by the regulations governing doctoral studies at the University of Granada prior to the public defence, and pay the corresponding fees.

 **Article 9. Language**

The doctoral thesis and its summary will be written in ***[...]***, and the *viva voce* examination will be conducted in ***[...],*** as agreed by the doctoral candidate and their co-supervisors, taking into account the requirements of the institution where the thesis is to be submitted.

An extended written summary in the language of the other institution will also be submitted.

 **Article 10. Examination board**

The composition of the examination board assessing the candidate's thesis at the *viva voce* examination will be agreed on by all the parties concerned, considering both institutions' regulations.

Both supervisors **[*shall/shall not*]** be part of the examination board.

If the thesis defence is not held at the University of Granada, at least one member of the examination board must be a permanent teaching staff member from the University of Granada.

If required, the members of the examination board may participate in the thesis defence via the videoconference systems provided by the institution organising the defence.

In any case, the University of Granada will only cover the travel expenses and daily subsistence allowances related to the mobility of one member of the board ***to/from*** a foreign country.

 **Article 11. Doctoral degree certificate**

After the formal completion of all requirements necessary to obtain the doctoral degree according to the regulations of both partner institutions and on the basis of the submission and defence of a single doctoral thesis at the agreed university, both universities agree to award the corresponding doctoral degree.

The diploma, certificates and/or diploma supplements issued by both universities will explicitly state that the thesis has been carried out within the framework of a cotutelle.

 **Article 12. Intellectual property rights**

In the event of intellectual property rights being generated, the national regulations of each of the partner universities shall apply.

 **Article 13. Data protection**

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ***(outside EU)***, as well as the ***[legislation in force in the other country]***

 **Article 14. Entry into force and termination**

This agreement shall enter into force on the day it is signed by all parties and shall be valid until the end of the academic year in which the thesis is submitted.

The present agreement may be terminated:

•by the mutual consent of all parties;

•by the doctoral candidate, in writing, giving a summary of the reasons for the decision;

•by either university, if a co-supervisor renounces or is relieved of their responsibility and a suitable replacement co-supervisor cannot be found;

•by either university, should the candidate be in serious and ongoing breach of the

regulations of the university;

•by either university, if the doctoral candidate fails to make satisfactory academic

progress and the university’s normal procedures for dealing with the problem have not been effective.

Before termination of the agreement is contemplated, there must be consultation among the parties.

The parties agree to resolve any dispute arising from the interpretation of this agreement in an amicable manner. In the event that the disagreement cannot be resolved, the issue(s) will be submitted to an arbitration committee; each party will appoint a member of the arbitration committee and a third member will be chosen by mutual consent.

 This agreement will be signed in triplicate [***indicate language and number of copies required***]:

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| **Universidad de Granada** | ***[partner University]*** |
| RectorPedro Mercado PachecoDate: | Rector***[Name of Rector]***Date: |
| ***[Director of Doctoral School]*** | ***[Coordinator]*** |
| ***[Coordinator of Doctoral Programme]*** | ***[Thesis supervisor]*** |
| ***[Thesis supervisor]*** |  |

**[Doctoral candidate]**