 Logo of the Partner University

**PhD Thesis Cotutelle Agreement**

Having regard to the decree of the 26th of May 2016 setting the national framework for education and the modalities leading to the delivery of the national diploma of PhD, modified by the decree of the 1st of July 2016, in particular the Title III ruling international cotutelles

Having regard to the Chart of thesis of the University of Perpignan approved by the Administration Council of the 28th of March 2014

**The University of Perpignan Via Domitia**

A public establishment devoted to Cultural, Scientific and Professional Advance, headquarters located at 52, avenue Paul ALduy, 66 860 PERPIGNAN Cedex, France, SIRET number 196 604 375 000 10, NAF code8542 Z, represented by its President, Mr. Yvan AUGUET,

Hereafter referred to as “UPVD”

**And**

**THE UNIVERSITY OF** (*name, acronym and full address*) ……………………………………………………………………

………………………………………………………………………………………………………………………………………………………….

……………………………… Represented by its head, (*first* *name, last name, title) …………………………………....*

*……………………………………………………………………………………………………………………………………………………..…,*

Hereafter referred to as “Partner University”

Agree to the following stipulations concerning the preparation of a cotutelle PhD thesis by:

❒Mr. ❒Ms. : (*First name, last name)*

**Heading I – AdMINSITRATIVE TERMS**

*ARTICLE 1* – **Information concerning the PhD Student**

This cotutelle thesis is prepared by:

❒Mr./ ❒Ms.: (*First name, last name*)…………………………………………………………………………………………………

Hereafter referred to as “**the PhD Student**,” has fulfilled all requirements necessary for registration in the establishments under contract.

Date of birth: Place of birth:

Country: Nationality:

Access title: (*Name and field of diploma*)

Personal address:

As such, the PhD Student shall be bound to provide the funds each year to pay for yearly registration fees.

Registration fees must be paid to either of the two universities; they must be paid at least once to UPVD. The exempting university shall be provided with proof of registration in the Partner University.

Academic year 20…..- 20…… (year 1): fees paid to……………………………………………

Academic year 20…..- 20…… (year 2): fees paid to……………………………………………

Academic year 20…..- 20…… (year 3): fees paid to……………………………………………

Should an additional year be granted at the end of these three years, an amendment shall be written and signed by the two partner universities, stipulating the extension and terms of the agreement.

*ARTICLE 2* – **Information concerning the PhD**

Date of the first registration as a PhD Student:

Title of the cotutelle thesis:

Date envisioned for the PhD defense (*standard preparation time is three years – decree dating April 25th, 2002, except for special agreements*):

The amount of time spent in each establishment and the financing plan are laid down in Appendix 1, entitled “Financing plan and chronogram.”

*ARTICLE 3* – **Special Terms**

**3a- Social Security and Civil Liability insurance**

Social Security and Civil Liability insurance will be provided in the following terms (*give the names of the insuring organizations*):

•At UPVD:

•At Partner University:

The PhD Student must be personally insured in the case of any accident that might occur in the establishment where he is doing his research.

**3b – Accommodation**

-In the course of research carried out at UPVD, the PhD Student will stay at:

This accommodation will be paid for by:

-In time of research carried out at Partner University, the PhD Student will stay at:

This accommodation will be paid for by:

**HEADING II – EDUCATIONAL TERMS**

The cotutelle PhD will be prepared and defended in the following terms:

*ARTICLE 1* – **Research Units**

**•At UPVD**

Label number and acronym:

Full name of Research Unit:

Name of the head of the Research Unit:

•**At Partner University:**

Label number and acronym:

Full name of Research Unit:

Name of the head of the Research Unit:

*ARTICLE 2* –**PhD Supervisors**

The two PhD Supervisors in charge of directing the cotutelle thesis are:

**•At UPVD**

[[1]](#footnote-1)Last name, First Name:

Title and position:

**•At Partner University:**

Last name, First Name:

Title and position:

Having acknowledged this agreement, both PhD Supervisors shall be bound to fully co-direct the research for this cotutelle PhD thesis. Their potential administrative correspondence must be included in the PhD Student’s administrative file.

*ARTICLE 3* –**PhD Defense**

**3a – Languages**

Both Universities shall be bound to grant the title of doctor based on the report of a single defense.

•Language(s) of the thesis [[2]](#footnote-2):

•Language of the defense[[3]](#footnote-3):

•The defense will be held at:

If the thesis is written in a foreign language, a summarized copy of 50 pages must be available in French.

**3b – Defense**

The external committee members shall be appointed jointly by both Universities. The committee members in charge of writing reports on the thesis prior to the defense (at least two) must be chosen outside of the two partner universities.

The defense committee must be constituted at least two months before the actual defense date.

The defense committee shall be constituted by a joint Decree from the President of UPVD and the President of Partner University, following the suggestions of the two PhD Supervisors. It must be balanced, with academics representing both countries, according to the rules in force in each of the two establishments. There can be no more than eight members in the committee. Complementary members may however take part in the committee as “guest members.”

The President of the committee shall establish a defense report which must then be signed by all committee members.

For the defense, travel and other expenses for French committee members for UPVD will be covered according to the current regulation in UPVD.

For Partner University, travel and other expenses will be covered by ………………………………………….

**3c – Diploma Issuance**

Following a single defense, as suggested by the committee, and according to the rules in force in each country, the contracting establishments shall award the degree of Doctor in the following field:

•**At UPVD**

Field:

•**At Partner University**

Field:

In both cases, the international cotutelle must be mentioned on each of the doctoral degrees.

*ARTICLE 4* –**Registration, Filing, and Reproduction of the Thesis**

The registration, filing and reproduction of the thesis shall conform to orders in force in France (Decree dating May 25th, 2016 and specific UPVD terms) and in Partner University.

*ARTICLE 5* – **Protection of Intellectual Property**

The research carried out throughout the cotutelle thesis must conform to the current legislation in force in both countries regarding intellectual property: protection of the subject of the thesis, and in certain cases, legislation concerning industrial property: patent, license agreement, etc.

*ARTICLE 6* –**Special Terms**

Having acknowledged the present agreement, the PhD Student and Supervisors shall be bound to respect the terms here established. Should changes or adaptations be necessary (length, research program, etc.) in the course of the preparation of the doctorate, an amendment shall be signed by both establishments, with due respect to the legislation of doctorates in both countries and to internal registration terms in both establishments.

*ARTICLE 7* –**Termination**

Should one of the two establishments deem the quality of the research insufficient, it may terminate the present agreement, by sending a termination notice to the other establishment at least six months prior to the beginning of each academic year. Should the PhD Student bring about the cessation of the thesis, the cotutelle agreement shall automatically be terminated.

**Agreement Signatories**

**Drawn up in four original copies,**

|  |  |
| --- | --- |
| **For the University of Perpignan-Via Domitia** | **For the Partner University** |
| The President  Yvan AUGUET  Signature:  Date: | The President  Signature:  Date: |
| **The Head of the Research Unit**  Last name, first name:  Signature:  Date: | **The Head of the Research Unit**  Last name, first name:  Signature:  Date: |
| **The PhD Co-Supervisor**  Last name, first name:  Signature:  Date: | **The PhD Co-Supervisor**  Last name, first name:  Signature:  Date: |
| **The Head of the Doctoral School**  Nicolas INGUIMBERT  Signature:  Date: | **The Head of the Doctoral School**  Last name, first name:  Signature:  Date: |
|  | **The PhD Student**  Last name, first name:  Signature:  Date: |

**APPENDIX 1**

**Financing plan and chronogram**

**Financing plan:**

**Chronogram:**

Academic year 20…..- 20…… (year 1): fees paid to……………………………………………

Length:

From the ………………………………………………………. to the…………………………………………

Academic year 20…..- 20…… (year 2): fees paid to……………………………………………

Length:

From the ………………………………………………………. to the…………………………………………

Academic year 20…..- 20…… (year 3): fees paid to……………………………………………

Length:

From the ………………………………………………………. to the…………………………………………

1. Person qualified to direct research at a PhD level, in accordance with existing regulations in both countries. [↑](#footnote-ref-1)
2. Cf. Decree dating January 6th 2005. [↑](#footnote-ref-2)
3. Cf. Decree dating January 6th 2005. [↑](#footnote-ref-3)