

**SPECIFIC AGREEMENT BETWEEN THE UNIVERSITAT DE GIRONA AND** *(name of the university)* **FOR THE JOINT SUPERVISION OF DOCTORAL THESES**

By and between, the first party, Dr/Mr/Ms *(delete what does not apply) (add the name and surname(s) as well as the legal framework of the appointment of the rector of that university)*; and

The second party, Dr Joaquim Salvi Mas, rector of the **Universitat de Girona (UdG)**, acting for this University, as established by Decree 401/2021, of 14 December appointing the rector of the Universitat de Girona (DOGC no. 8564, of 16 December 2021), and in accordance with articles 93 and 97 of the Statutes of the Universitat de Girona approved in Agreement GOV/94/2011, 7 June, (DOGC no. 5897, of 9 June 2011), located in Girona at Plaça de Sant Domènec, no. 3, 17004 and with fiscal identification no. Q-6750002E.

Both parties, acting in their aforementioned capacities, declare that they have sufficient legal authority to enter into this Agreement and agree to the following

**CLAUSES**

**One. Regulations**

This agreement governs the joint supervision of a thesis leading to a doctoral degree.

For this purpose, it is advisable to bear in mind the *(nationality)* regulations:

*(indicate the legislation in force in the corresponding country/university)*

And the following Spanish regulations, and amendments:

* [Organic Law 2/2023](https://www.boe.es/buscar/pdf/2023/BOE-A-2023-7500-consolidado.pdf), of 22 March on the University System.
* [Royal Decree 822/2021](https://www.boe.es/buscar/pdf/2021/BOE-A-2021-15781-consolidado.pdf), of 28 September, establishing the planning of official university studies and the operation of its quality assurance procedures.
* [Royal Decree 861/2010](https://www.boe.es/boe_catalan/dias/2010/07/03/pdfs/BOE-A-2010-10542-C.pdf), of 2 July, amending Royal Decree 1393/2007, of 29 October 2007, establishing the organisation of official university studies.
* [Royal Decree 576/2023](https://www.boe.es/diario_boe/txt.php?id=BOE-A-2023-16573), amending Royal Decree 99/2011, regulating official doctoral studies.
* [Statutes of the Universitat de Girona](https://www.udg.edu/ca/Portals/3/Treballa/ESTATUTS_UDG.pdf), approved in Agreement GOV/94/2011, of 7 June, (DOGC no. 5897, of 9 June 2011).
* [Consolidated Text of the Academic Regulations for Doctoral Studies of the Universitat de Girona](https://www.udg.edu/ca/portals/1/Normativa/TEXT_REF%C3%93S_%20Normativa_acad%C3%A8mica_doctorat_mod_CdG_2019_CA.pdf), approved by the Governing Council in session 11/2019, of 16 December (eBOUdG-1754) and amended by a decision of the Governing Council in session 5/2021, of 29 June 2021 (eBOUdG-2294).
* [Procedure for monitoring doctoral theses of the Universitat de Girona](https://www.udg.edu/en/estudia/tramits-normatives-i-preus/normatives/procediment-seguiment-tesis), approved by the Management Committee of the Doctoral School in session 1/2011 on 9 September 2011, and amended in sessions 2/2020 of 29 April, 4/2021 of 28 June, and 6/2023 of 8 November

**Two. Doctoral candidate, thesis title and doctoral programmes**

In accordance with the current regulations in each country and with the internal regulations of each university, the parties agree to organise the joint supervision of the doctoral thesis of the student named below:

First and last name: (fill in)

Identification document (passport, national identity document): (*fill in*)

Doctoral programme of the Universitat de Girona: (*fill in*)

Doctoral programme of *(name of the university):* (*fill in*)

Title of the doctoral thesis: *(fill in, even if it is only a working title)*

The doctoral student must meet the requirements for access to each of the above-mentioned doctoral programmes.

To verify compliance with these requirements, the Universitat de Girona requests that the doctoral student pre-registers for the doctoral programme on the dates established in the academic calendar, a prerequisite of the corresponding academic committee for admission to and enrolment in the doctoral programme.

**Three. General terms and conditions**

The thesis will be carried out full time. The preparation period for the thesis shall not exceed that stipulated in [Royal Decree 576/2023](https://www.boe.es/diario_boe/txt.php?id=BOE-A-2023-16573) (amending Royal Decree 99/2011 regulating official doctoral studies), starting from the signing of this agreement, without prejudice to any extensions that may be authorised.

During the period of the co-supervised thesis, the doctoral student must complete alternating stays at both universities. The length of stay at each university shall not be less than six months. The doctoral student must complete each stay in accordance with any scientific requirements and thesis preparation conditions, with prior authorisation of their supervisors, and in a single period or in more than one period. Specifically, the doctoral student will complete a stay of *(number of months)* months at *(name of the university)* during the academic year *(fill in) (include all intended stays and their duration)*.

The doctoral student will defend the thesis at only at one of the two universities, under the conditions specified in the corresponding academic regulations.

In accordance with the regulations in force in the host country, the doctoral student must provide proof of the insurance policies that cover any health problems and any accidents that may occur during the stay.

Insurance policies can also be issued by the home university according to its own rules or purchased directly by the doctoral student.

**Four. Thesis supervisors**

The doctoral student will carry out thesis research under the supervision and responsibility of the following supervisors (one from each university), who pledge to fully and jointly supervise the doctoral thesis in a coordinated manner.

Dr *(**first and last name)*, member of the *(fill in name of the department)*, of the *(fill in name of the faculty or school)* of the Universitat de Girona.

Dr *(first and last name)*, member of the *(fill in name of the department)*, of the *(fill in name of the faculty or school)* of the *(name of the university)*.

**Five. Responsibilities of thesis supervisors**

The thesis supervisors are responsible for guiding the doctoral student in the research activities leading to the completion of the doctoral thesis, for the coherence and appropriateness of the training activities, for the impact and novelty of the subject matter of the doctoral thesis in the field, and for the guiding principles in the planning and their adaptation, where appropriate, to other projects and activities to which the doctoral student is linked. The thesis supervisors will monitor the doctoral student's activities in accordance with stipulations of the corresponding doctoral programmes.

**Six. Pre-registration and registration (payment)**

At the time of signing the agreement, the doctoral student must have pre-registered and registered at both universities.

All doctoral students must enrol at both universities, each academic year, throughout the duration of the co-supervision, in accordance with their respective academic regulations. In this way, they will be recognised as doctoral students and will be able to benefit from the services and material resources of both universities.

The doctoral student must pay the registration fee in full at the *(name of the university at which the thesis will be defended or if it is agreed to pay in both universities on an intermittent basis, the academic years must be specified)*.

In the *(name of the university where the thesis will not be defended)*, at which the thesis will not be defended (and if not otherwise specified), the doctoral student will only have to pay the part of the registration fee corresponding to the administrative fees (i.e., the student will be exempted from paying the academic supervision fee).

Payments at the Universitat de Girona will be regulated by the fees published in the Official Gazette of the Government of Catalonia (DOGC) for each of the academic years for which the student is enrolled.

**Seven. Responsibilities of the doctoral student**

The doctoral student must comply with the regulations in force in the countries of each of the signatory universities, both in the presentation, defence and reproduction of the thesis, and in all other aspects deriving from their status as members of the two university communities.

At the Universitat de Girona, the doctoral student must pass two credits (20 hours) of transversal training courses before submitting the doctoral thesis. If these courses are taken outside the Universitat de Girona, the student may apply for recognition. The doctoral student is responsible for paying the cost of this recognition.

Before submitting the thesis, the doctoral student must also carry out the training activities and scientific production required by the corresponding doctoral programmes.

Likewise, at the Universitat de Girona, the doctoral student must comply with the research plan presented during the first year, to which the corresponding academic committee must have given a positive evaluation. The training activities to be carried out and the academic year in which they will take place are detailed as follows: *(courses, conference attendance, seminars, etc.; and the corresponding academic year for each activity)*.

The doctoral student must record all the training and research activities they have carried out in the Doctoral Student Activity Document, which must be kept properly up to date.

**Eight. Thesis submission, defence authorisation, examining board and defence**

The thesis must be written in compliance with the format criteria established in the regulations of both universities, regarding both the monograph thesis format and the thesis format as a compendium of publications.

The thesis will be submitted at both universities in accordance with the applicable regulations.

Prior to the defence of the thesis, once all the appropriate legal procedures have been completed, the doctoral student must obtain authorisation for the thesis defence from the academic committees (or the bodies responsible for authorising thesis defences) of the doctoral programmes of each of the universities signing this agreement. If the universities have established a timetable for the meetings of these committees (or the bodies that authorise thesis defences), this must be taken into account.

In order to be able to apply for the title of doctor at the university where the thesis is not defended, it is essential to obtain authorisation for the defence of the thesis from this university before the date of the actual defence.

The thesis will be defended in a single public defence that will take place at the *(name of the university where the thesis will be defended)*, under the conditions specified in the academic regulations.

The thesis defence will be held before a board of examiners appointed by mutual agreement between the two universities and in accordance with the rules of the university where the defence takes place.

Any costs associated with the formation of the board of examiners will be paid by the university where the defence is held.

The thesis will be written in *(fill in: it should be a standard language for scientific communication in their field of knowledge)* and the defence shall be conducted in *(fill in).* However, it must include an abstract written in Catalan, Spanish or English, unless the use of another language is authorised by the competent authority.

**Nine. Grading of the thesis**

Grade equivalents between the two universities, which must be observed by the examining board when completing the certificate or transcript of records, are indicated below:

.....................

If the doctoral thesis is not defended at the Universitat de Girona, the Universitat de Girona's thesis supervisor will complete a UdG transcript on the same day of the defence, even though the official transcript is the one created by the university where the thesis is defended (and of which the Universitat de Girona's thesis supervisor will obtain a copy).

If the maximum grade is awarded, the possibility of awarding the Cum Laude distinction will be considered, following the instructions given by the thesis supervisor.

**Ten. International doctorate distinction by the Universitat de Girona**

The doctoral student may be awarded the title International Doctor when, in accordance with the Academic Regulations for Doctoral Studies at the Universitat de Girona (23/06/2021: eBOUdG-2294), they have spent a minimum of three months either studying or carrying out research work at a third higher education institution or prestigious, internationally recognised research centre outside the countries of the two universities involved in this agreement. In addition, to obtain this distinction, each of the conditions set out in the aforementioned regulations must be fulfilled.

**Eleven. Doctoral degree**

After the doctoral student has successfully defended the thesis before the board, by virtue of this agreement, the Universitat de Girona and the (name of the other university) shall both fully recognise the validity of the doctoral degree awarded, provided that the doctoral student has fulfilled all the administrative tasks required before the defence of the thesis. The corresponding doctoral degrees will be:

At the UdG: Doctor of the Universitat de Girona

At the *(name of the other university):* Doctor in *(fill in)*

**Twelve. Publication, use and protection of the results**

The publication, use and protection of the research results shall be guaranteed by the two universities in accordance with the legal system of each country. In the case of the Universitat de Girona, doctoral theses are published in a cooperative repository network, which contains all the doctoral theses read in the universities of Catalonia.

**Thirteen.** **Intellectual property rights**

Any intellectual property rights resulting from the joint research project are protected by the legislation of the country of each of the parties.

**Fourteen. Patents and marketing**

In addition, the results of the joint research project may not be patented or used commercially by either of the parties without the expressed and written consent of the other. However, if the requested institution does not respond to the request for authorisation for the joint patent or commercial use within 90 days, the requesting institution may file the patent application in its own name.

**Fifteen. Personal data protection**

In accordance with the provisions of Organic Law 3/2018, of 5 December, on Personal Data Protection and Guarantee of Digital Rights (LOPDGDD), the parties to this document undertake to treat with strict confidentiality and to properly use the data and information to which they have access in the development of the functions entrusted to them in the management of this agreement.

The proper implementation of this agreement may require data communications between the parties. The party transferring the data shall inform the data subjects, in accordance with the terms established in the data protection regulations, of the planned data communications before transferring them. The recipient of the data shall inform the data subjects that their data are being processed.

The data processed will be kept in accordance with the periods established in the regulatory framework for the services of each of the parties and in the applicable archiving regulations. The parties certify that they have implemented the technical and organisational measures set out in Regulation (EU) 2016/679, guaranteeing the security and integrity of the personal data included in the files and preventing their modification, loss and unauthorised processing or access.

The parties must guarantee the rights of access, rectification, erasure, objection to processing and restriction of the processing of their data, or the right to data portability, in writing, accompanied by a copy of an official document that identifies them, addressed to the data controller or the data protection officer. In case of disagreement with the processing, the parties also have the right to file a complaint with the Catalan Data Protection Authority.

**Sixteen. Duration of the agreement**

This agreement shall enter into force on the date it is signed and will remain in force until the termination of the doctoral thesis joint supervision process, in accordance with the current legislation of both countries, provided that the time taken to prepare the thesis does not exceed the time stipulated in clause three of this agreement.

**Seventeen. Amendments, language and signing of the copies of the agreement**

This agreement may be amended at any moment by mutual consent of the parties and the inclusion of addenda to it.

This agreement is drawn up in duplicate or triplicate *(delete what does not apply)*, in Catalan, Spanish, English or French, and each copy is signed by the legal representatives of the two universities and the supervisors of the doctoral student’s thesis.

**Eighteen. Persons responsible for monitoring the implementation of the agreement**

As required by article 49 of Law 40/2015 of 1 October 2015 on the legal regime of the public sector, each of the parties must designate a person responsible for monitoring the implementation of the agreement.

At the Universitat de Girona, it will be the Director of the School of Doctoral Studies.

At the *(name of the other university)* it will be *(position)*.

Without prejudice to other tasks that may be entrusted to them, these responsible persons shall have the following responsibilities:

a) Resolving problems of interpretation and application that may arise in the implementation of this agreement.

b) Monitoring the implementation of this agreement.

c) In the event of termination of the agreement, proposing the continuation or manner and timeframe for the completion of the ongoing actions.

The parties commit themselves to attempt to resolve amicably any dispute that may arise from the interpretation or fulfilment of this agreement, through the monitoring committee of the agreement, before initiating any claim before the corresponding court.

**Nineteen. Termination of the agreement**

The agreement shall be terminated by the completion of the actions that have been the purpose of the agreement or by incurring a cause for termination. The following are causes for termination:

a) The expiration of the term of the agreement or its extension without the approval of all parties.

b) The unanimous agreement of the parties.

c) Non-compliance with the obligations and commitments undertaken by one of the parties. The termination of the agreement in this case requires the fulfilment of the requirement provided for in section c of article 51.1 of Law 40/2015.

d) Judicial order declaring the agreement null and void.

e) Any cause other than those provided for in the agreement or by law.

Girona, *(day)* of *(month)* of 202...

|  |  |
| --- | --- |
| Signing for the Universitat de Girona: | Signing for *(name of the other university):* |
| Joaquim Salvi MasRector of the Universitat de GironaDate: *(fill in)* | *(first and last name)**(position)* of *(name of the other university)*Date: *(fill in)* |
| *(first and last name)*Thesis supervisor from the Universitat de GironaDate: *(fill in)* | *(first and last name)*Thesis supervisor from *(name of the other university)*Date: *(fill in)* |
| *(first and last name)*The doctoral studentDate: *(fill in)* |