**SPECIFIC DOCTORAL THESIS JOINT SUPERVISION AGREEMENT BETWEEN THE UNIVERSITY OF GIRONA AND THE UNIVERSITY OF ----------**

By and between Mr/Ms ------------------------------------------------------------------------------------------

And on the other hand, Dr. Joaquim Salvi Mas, Grand Rector of the University of Girona (UdG), who acts on behalf of this University, as established by Royal Decree 1065/2017, of December 22, appointment of the rector of the University of Girona (published to DOGC number 7525, of December 29, 2017), and in accordance with what is established in articles 93 and 97 of the Statutes of the University of Girona, approved by the Agreement GOV / 94/2011, of June 7, (DOGC number 5897, of June 9, 2011), with headquarters to Girona, Sant Domènec number 3, CP 17004 and NIF Q-6750002E

Both parties, duly represented, draw up this doctoral thesis joint supervision agreement in accordance with the following clauses.

**GENERAL CLAUSES**

**One.**  This agreement regulates the joint accomplishment of a thesis in regime of cotutela leading to the obtaining of the title of doctor.

For this purpose, it is advisable to keep in mind the regulations ------------------: (indicate the current legislation in the corresponding country);

And the following Spanish regulations, and its modifications:

-Organic Law 6/2001, of December 21, of Universities.
- Royal Decree 1393/2007, of October 29, which establishes the organization of official university education.
- Royal Decree 99/2011, of January 28, which regulates the official doctorate teachings.
- Statutes of the University of Girona, approved by Agreement GOV / 94/2011, of June 7, (DOGC No. 5897 of June 9, 2011).
- Academic regulations for the doctoral studies of the University of Girona (approved by the Governing Council at session 3/2017, of March 31).
- Procedure for monitoring the doctoral theses of the University of Girona, approved by the Steering Committee of the Doctoral School in session 1/2011, of September 9, 2011.

**Two.** Any intellectual property rights resulting from the joint research project are protected by the legislation of the respective country of each of the signatories.

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

**ADMINISTRATIVE CLAUSES**

**Four.** In accordance with the current regulations in each respective country and with the internal regulations of each University, the parties agree to organise the joint supervision of a doctoral thesis for the benefit of the doctoral candidate named below:

Name and surname(s):

National identity document number:

Doctoral programme of the University of Girona (if this information is available):

Title of the doctoral thesis (if this information is available):

The doctoral candidate has met the requirements for admission to the doctoral thesis preparation phase.

**Five.** The doctoral thesis preparation phase shall not be longer than 3 years after the signing of this agreement, unless an extension is granted.

During that period the doctoral candidate must complete alternating periods of stay at both universities. The duration of the stays shall not be less than 6 months and must be completed in accordance with any scientific requirements and thesis preparation conditions, and with prior authorisation of the supervisors.

**Sixth.** The student will have to enroll in both universities and pay the enrollment fees of both universities. Likewise, you must pay the public prices of the academic and complementary services to the University XXXXX where the thesis is defended.

The theses will be defended at only one of the two universities, under the conditions specified in the academic regulations.

The doctoral students will be recognized as students of both universities and, therefore, be able to take advantage of their services and facilities.

**ACADEMIC CLAUSES**

**Seven**. The doctoral candidate will carry out the research for his or her thesis under the control and responsibility of the supervisors named below (one from each institution), who commit themselves to supervising the thesis in a fully coordinated and joint fashion.

Dr ----------------------------------------, member of the Departament of ------------------------------- of the Faculty/School --------------------------------------------------------- of the University of Girona.

Dr -----------------------------------------, member of the Departament of ------------------------------ of the Faculty/School ------------------------------------------------- of the University of -----------------.

**Eight**. The thesis will be defended in public at the University of --------------. It will be written and defended in -------------- (name of the language). 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.** The signatory institutions will authorise the defence of the thesis once all the appropriate legal procedures have been completed. Likewise, the thesis will be deposited at both universities in accordance with the applicable regulations.

**Ten.** The thesis defence will take place before a board of examiners designated by common agreement between the two institutions and in accordance with the standards applied at the university the thesis is defended. Any costs associated with the formation of the board of examiners will be paid by the university where the defence takes place.

**Eleven**. In case the PhD is defended at the University of xxxx and the qualification granted by the evaluation committee is "(*denomination of the highest possible rating*)", the committee may propose by secret ballot that the thesis receives the mention of "CUM LAUDE" by the University of Girona. In accordance with the Academic Regulations of the Doctorate Studies of the University of Girona approved by the Government Council in the session 3/2017 of March 31 and modified by the Government Council in the session 5/2017 of March 29, following the procedure described in article 10 of this regulation, the mention "CUM LAUDE" will be granted when a unanimous proposal results from the counting of the votes cast.

**Twelve**. After the thesis has been successfully defended before the board, by virtue of this agreement, both the University of -------------- and the University of Girona will recognise the validity of the doctoral degree issued by the other university.

**Thirteen**. The university where the thesis is defended shall send the other university a certificate indicating the date of the defence, the mark obtained and the members of the board of examiners. If appropriate, the certificate will be accompanied by a report that relates the mark obtained to corresponding marks established in the legislation of Spain.

**Fourteen**. The publication, use and protection of the research results shall be guaranteed by the two institutions in accordance with the legal system of each of the two countries.

**Fifteen.** The doctoral candidate must comply with the regulations in force in each one of the signatory institution countries pertaining to the presentation, defence and reproduction of the thesis, and to any remaining aspects resulting from his or her status as a member of the two university communities.

**OTHER CLAUSES**

**Sixteen.** 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.

**Seventeen**. This agreement may be modified at any moment by expressed consent of the parties and the inclusion of addenda in it.

This agreement is drawn up in duplicate, in Catalan and in -------------, and each copy is signed by the legal representatives of the two universities.

|  |  |
| --- | --- |
| Girona, ----- of ------ 2018 | ---------------------------------- |
|  |  |
| Joaquim Salvi MasRector of the University of Girona  | XXXXXXXRector of XXXXXXX |

|  |  |
| --- | --- |
| Girona, ----- of ----- of 2018 |  |
|  |  |
| XXXXXXXSupervisor of the thesis for the University of Girona | XXXXXXXXXSupervisor of the thesis for XXXXXXXXX |

XXXXXXX

The doctoral candidate