LOGO OF PARTNER UNIVERSITY

**COTUTELLE AGREEMENT no. …………………**

**between**

**Silesian University of Technology (SUT)**

Akademicka 2A,

44-100 Gliwice

Poland

represented by Vice-Rector for Science and International Cooperation

prof. Sebastian Werle, PhD DSc (Eng.)

(hereinafter referred to as “Home University”)

**and**

**[name of the Partner University]**,

with the registered address at **………**

represented for the purpose of signing this agreement by [name and function of the signing person]

(hereinafter referred to as “Partner University”).

Hereinafter referred to individually as ‘the Party’ or collectively as ‘the Parties’.

**PREAMBLE**

pursuant to **Act No. ......**[[1]](#footnote-1) and in compliance with **Act No. .........** [[2]](#footnote-2) the Parties have concluded the following Agreement. The Parties hereby agree that they shall assume joint responsibility for supervising the PhD candidate’s doctoral research project, the organisation of the doctoral examination and awarding a doctoral degree of both Universities.

**PhD candidate’s details:**

Surname:

First name:

Date of birth:

Nationality:

Permanent residence:

E-mail address:

**Thesis Supervisors’ details:**

* Supervisor at the Home University: **[title, name, department, e-mail]**...................................................................................................
* Supervisor at the Partner University: **[title, name, department, e-mail]**...................................................................................................

Home University is the institution where the requirements of the doctoral training programme must be met and where the public defence will take place.

**ARTICLE 1 – ADMISSION, DOCTORAL THESIS TITLE**

1. It is a condition that the doctoral degree candidate satisfies the admission requirements at each of the two Parties and has been admitted to an approved doctoral degree programme at both Parties. The PhD candidate has been admitted to the doctoral programme by both partner institutions:
* at **Home University (SUT)**:
* admission to the doctoral programme in … **[scientific discipline]**
	+ on the following date / starting from the academic year: ……
* at **Partner University Name**:
	+ admission to the doctoral programme in …………
	+ on the following date / starting from the academic year: ………

The working title of the doctoral thesis sounds: ‘……….……………………………………………………………….………………………’.
The final wording of the dissertation title will be confirmed and approved in the final year of doctoral education.

**ARTICLE 2 – FUNDS**

1. All activities conducted pursuant to this Agreement shall be subject to the availability of funds, personnel and other resources as well as to the applicable law and regulations, policies and programmes of each Party.
2. Each Party shall bear the cost of any expenditure that incurs relating to the performance of its tasks under this Agreement. There will be no transfer of money between the Parties in connection with this Agreement.
3. The PhD candidate's education and research is financed as follows:
* The Home University grants the doctoral scholarship. Costs related to materials, devices, and equipment necessary for doctoral research realized at the Home University are covered by the Home University.
* **[Information about financing of the candidate's doctoral education and research, during her/his stays at the Partner University]**[[3]](#footnote-3)
* The doctoral candidate has to bear travel costs, living expenses, accommodation and insurance during his/her stay at both universities.

**ARTICLE 3 - ORGANISATION OF ACADEMIC TRAINING**

1. The PhD candidate’s programme shall satisfy the regulations and doctoral training programme of both Parties and has to be completed according to the Individual Research Plan, given in the Annex 1 to this Agreement.

**ARTICLE 4 - REGISTRATION**

1. The PhD candidate shall be registered at both institutions for the following periods:
* from …. to …. at Home University
* from …. to …. at Partner University
1. It shall be possible to complete the research work within the period of the Agreement, of which a period of 4 years is dedicated to the PhD candidate’s doctoral degree training. Only exceptionally may the duration be prolonged and it may be done only at the request of both supervisors. Such a request should be made not later than 3 months before the expiry of the period of the Agreement. The decision taken by the Doctoral School Director shall be the basis for drawing up an annex to this agreement.

**ARTICLE 5 - RESIDENCY AND RESEARCH PERIODS AT THE PARTNER UNIVERSITIES**

1. The PhD candidate is expected to spend time at two Universities in the following manner:

|  |  |
| --- | --- |
| 1st semester |  |
| 2nd semester |  |
| 3rd semester |  |
| 4th semester |  |
| 5th semester |  |
| 6th semester |  |
| 7th semester |  |
| 8th semester |  |

1. The PhD candidate is responsible for meeting his/her obligations related to social security, health insurance and civil liability insurance during his/her stay at both universities, in compliance with the legal regulations of the two countries.
2. The PhD candidate is entitled to a workspace at both universities in those periods when she/he is present there.

**ARTICLE 6 - SUPERVISION OF THE DISSERTATION**

1. The PhD candidate shall prepare the dissertation under the supervision of one supervisor from the Home University and one supervisor from the Partner University. Both supervisors are responsible for the progress of the PhD thesis and for the PhD candidate’s study activities while abiding by the respective regulations.
2. The supervisors undertake to perform the joint exercise of their advisory function in respect of the doctoral degree candidate with the current regulations at each Party. They also undertake to consult each other regularly concerning the progress of the research work performed by the supervised PhD candidate.
3. Regardless of the joint responsibility for the academic supervision over the PhD candidate's dissertation, both Parties will assume responsibility for all administrative tasks associated with the co-hosting and co-supervision of the dissertation. Both Parties are responsible for keeping records and other documentation about their PhD candidates in compliance with their respective regulations, rules and procedures.

**ARTICLE 7 - REPORTING**

1. The PhD candidate and his/her supervisors shall deliver separate annual progress reports to both Parties. These reports shall describe:
* the status of work at the start of the reporting period,
* an overview of the work executed at the hosting institution,
* an overview of the results obtained during that period,
* the work programme planned for the subsequent period.

**ARTICLE 8 - DISSERTATION**

1. The dissertation shall be written and defended in English.
2. The dissertation form is planned to be either a collection of scientific papers with
a summary or a written text of the PhD thesis.
3. The dissertation shall bear the imprint of the logos of both Parties and the cotutelle relationship shall be clear from the cover/title page of the dissertation.
4. Both Parties take cognizance of the fact that no restrictions may be placed on making the dissertation defence public and publishing of the results or of the doctoral research, unless their subject matter is covered by a legally protected secret.

**ARTICLE 9 - APPOINTMENT OF REVIEWERS AND DOCTORAL COMMITTEE**

1. The Council of the relevant scientific discipline at the SUT, by resolution, appoints three reviewers. A reviewer may be a person who is not an employee of the Silesian University of Technology, holds at least the academic degree of habilitated doctor, and has significant achievements in the scientific topics addressed by the doctoral dissertation.
A reviewer may also be a person who does not meet the degree requirements but is an employee of a foreign university or research institution, provided the council determines that the person has significant accomplishments in the scientific topics addressed by the doctoral dissertation.
2. The Council of the relevant scientific discipline at the SUT, appoints a Doctoral Committee consisting of at least five members to carry out activities in the proceedings for the conferment of the degree. The committee is composed of individuals who are professors, university professors, or hold the academic degree of habilitated doctor, with scholarly achievements in the area related to the field of the doctoral dissertation. Members of the committee may also include individuals from abroad who do not meet the requirements for academic titles or degrees, provided the Council determines they have significant accomplishments in the scientific topics addressed by the dissertation. The Doctoral Committee should not include the supervisor or supervisors, as well as the reviewers.
3. The Doctoral Committee shall proceed in accordance with the regulations applied at the Home University, at which the defence is held.

**ARTICLE 10 - DEFENCE**

1. The dissertation shall be defended at a single disputation which is planned to take place at the Home University.
2. Before being allowed to defend the doctoral thesis, all necessary formal requirements applicable at both Partner Universities must be met.
3. The defence is conducted in English.
4. In justified cases, particularly when supervisors or reviewers are abroad or their health condition prevents them from travelling, their participation in the defence may be conducted remotely, provided that at least one supervisor is present at the location where the defence is held. With the consent of the Chair of the Committee, reviewers may participate in the committee's meeting remotely.
5. Each of the Parties shall cover its own costs incurred in association with the dissertation's defence.

**ARTICLE 11 - DEGREE**

1. On conclusion of the agreement, taking into account the legislation processes applicable to each of the Partner Universities and the successful defence of the thesis by the PhD candidate, the Parties will each award the candidate one doctoral diploma, granting the following degree:
* in English: degree of: Doctor of Philosophy (Philosophiae Doctor), PhD,
in *the scientific field* *of* ……………………………………………………...………
* in Polish: degree of: Doktor, Dr,

in *the scientific field* of *(w dziedzinie)* ……………………………………………..,

*majoring in (w dyscyplinie):* ………………………………………………………..

* in other language of Partner university (if applicable): …………………….
……………………………………………………………………………………….

All degree titles shall be explicitly mentioned in the report submitted from the disputation.

**ARTICLE 12 - DIPLOMA**

1. Each of the Parties will issue its own diploma. It shall be clear from the diploma and/or from a diploma supplement, that it is a cotutelle degree.

**ARTICLE 13 – SUPERVISORS’ REMUNERATION AND COSTS**

1 The supervisors' remuneration is paid by the university where the supervisor is employed.

2 The remuneration of the reviewer is paid by the Party designating the reviewer.

3 Any travel and accommodation costs of the members of the Doctoral Committee shall be borne by each of the Parties to the extent concerning the members of the Committee designated by the given Party.

4. The costs of supervisors' mobility to Partner University are covered by the sending university.

**ARTICLE 14 – PROTECTION OF THE RESULTS OF THE COOPERATION**

1. For the purposes of this Agreement:
* “Intellectual Property Rights” means patents, copyrights and related rights, trademarks, know-how or other intellectual property rights, which protect the creations of the mind, such as literary and artistic works, inventions, computer programs, data or databases.
* “Background” means any data, know-how or information, whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights which are held by a Party prior to the conclusion of this Agreement, or generated or obtained by a Party outside the scope of this Agreement.
* “Results” means any (tangible or intangible) output arising from the execution of the objectives set out in this Agreement, such as documents, reports, data, information or knowledge, whatever its form or nature, whether it can be protected or not, as well as any rights attached to it, including Intellectual Property Rights.
1. Each Party will remain the sole owner of its Background, even if communicated to the other Party under this Agreement for the purposes of use during the course of this Agreement. Parties agree to grant each other rights of use on the Background on a non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purposes only, for the performance and the duration of this Agreement.
2. The Results and all Intellectual Property Rights pertaining thereto, created in and for the performance of this Agreement shall belong to the Party whose Personnel (e.g. the supervisor) created it. The owning Party shall have the right to use, exploit, assign or dispose of the Results at its own will and discretion, unless otherwise provided for in this Agreement.
3. Results created by a doctoral student during the term of the Agreement shall belong to both Parties and/or the doctoral student, in accordance with the internal intellectual property policy of the Party. Nevertheless, if the Results created by the doctoral student consist of improvements or updates of existing software or modelling owned by the Party, Intellectual Property Rights pertaining thereto shall belong to the Party.
4. In case the Results cannot be clearly or reasonably separated between the Parties, or if the Parties have mutually contributed to the creation of the Results, or if it is evident that the Results created by the Parties have merged to such an extent that different parts cannot exist independently of the other, then such shall be considered as jointly-owned.
5. In such case, neither Party can dispose of, license, assign, or transfer jointly-owned Results to third-parties without the prior written consent of the other Party in the absence of a particular joint-ownership agreement.
6. In case the collaboration performed under this Agreement leads to the creation of Results in the form of scientific, technical or academic publications, conference proceedings, reports, and similar written work authored through the involvement of the Personnel of both Parties, the Parties undertake to respect each other's rights, moral or economic, and to duly acknowledge and reference the authors and contributors. Separate agreements shall be written for works that may lead to patents.
7. Neither Party can publish, disseminate, make publicly available, or disclose to a third party any Result of the cooperation without prior written consent of the other Party on the manner, timing and contents of such disclosure. Consent for the foregoing may not be unreasonably withheld. Any breach of this provision shall be considered not only a breach of this Article but also a breach of confidentiality. Any dissemination of Results in any form (electronic or paper), including the doctoral thesis, must:
* display the emblems of both Parties, and
* include the following text: “This work was realised with the collaboration of **[names of collaborating universities]** under the Cotutelle Agreement No **[number of this contract]*.***
1. The provisions of this Article shall remain valid and legally enforceable for as long as a valid intellectual property right protects the Results of the cooperation or if the period has been extended by a separate agreement.

**ARTICLE 15 – CONFIDENTIALITY**

1. The Party undertake to keep confidential any information, documentation, data, reports, or any other material communicated to them by the other Party
* as confidential or
* the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on activities under this agreement) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation applies also to information communicated orally when such information shall be kept confidential, for instance in the context of information exchange between the Parties through seminars and workshops.
1. Confidentiality of information exchanged orally or in writing in connection with the Agreement shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.

**ARTICLE 16 – ANNEXES**

The annexes to this Agreement may be amended separately, by means of written communication by the Parties.

Annex 1: Individual Research Plan

Annex 2: Data protection notice:

1. template proposed by the Silesian University of Technology
2. template proposed by Partner University

**ARTICLE 17 – FINAL PROVISIONS**

1. Any modifications to this agreement can only be made in the form of written and numbered addenda to this agreement, signed by both contracting Parties.
2. This agreement is made out in three (3) copies in English language. Each Party shall obtain one copy and the PhD candidate shall obtain one copy.
3. This agreement shall become effective as of the date it was signed by the last representative of the contracting Parties.

|  |
| --- |
| ………………………PhD Candidate[place & date] |
| …………………..Supervisor at [Home University][place & date] | …………………..Supervisor at [Partner University][place & date] |
| …………………..Chairman/Chairwoman of the Scientific Discipline at[Home University][place & date] | …………………..Chairman/Chairwoman of the Scientific Discipline at[Partner University][place & date] |
| …………………..Director of Doctoral School [Home University][place & date] | …………………..Director of Doctoral School [Partner University][place & date] |
| …………………..Rector or Vice Rector [Home University][place & date] | …………………..Rector or Vice Rector [Partner University][place & date] |

Annex 1: Individual Research Plan

Annex 2: Data protection notices of both Parties:

1. Home University (SUT)
2. Partner University

1. the Act being the legal basis for doctoral education and doctoral degrees awarding, (for SUT, Poland «Law on Higher Education and Science» from July, the 20th 2018 and the resolution no 43/2023 of 25th September 2023, of the Senate of the Silesian University of Technology on the introduction of “Regulations for the award of the doctoral degree”) - Home University [↑](#footnote-ref-1)
2. the Act being the legal basis for doctoral education and doctoral degrees awarding in the Partner university’s country [↑](#footnote-ref-2)
3. Host University shall provide the doctoral student, during her/his stay at the University, with the necessary teaching aids and research equipment and guarantee the same services and access to facilities that are available to their own doctoral students. [↑](#footnote-ref-3)