

*The present Joint Doctoral Supervision and Training agreement template is a non-binding recommendation to units at the University of Turku. It follows the structure of the cotutelle template of the Coimbra Group.*

*Each joint supervision (cotutelle) agreement should be based on an individual agreement based on the rules and regulations for doctoral training of two specific universities. The cotutelle agreement should be discussed at the stage of the doctoral candidate applying to a doctoral programme, and signed after the doctoral candidate has been admitted as a doctoral candidate at the respective institutions.*

*Like this introductory text, this template includes also other comments (in light blue) that are not meant to be included in the agreement, but are aimed to provide information or suggestions regarding contents or procedures. Please remove these comments when drafting the agreement.*

*This template is meant to be improved on a regular basis. Any kind of comments and suggestions improving this template are welcome. Thank you for sending them to:*

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## **Agreement on Joint Doctoral Supervision and Training**

between

THE UNIVERSITY OF TURKU, FINLAND

and

**[UNIVERSITY 2, COUNTRY]**

### **Preamble**

This agreement on joint doctoral supervision and training concerns an arrangement where a doctoral candidate pursues a doctoral degree at two universities<sup>1</sup>, satisfying each institution's admission and degree requirements, and leading to one doctoral thesis with a thesis supervisor at each institution. The doctoral candidate will receive a degree from both universities, with a notation on the degree certificate stating that the degree was obtained under a joint supervision (*cotutelle*) agreement leading to two doctoral degrees from the respective universities.

Nothing in this agreement shall be taken to overrule national legislation, binding guidelines concerning doctoral training and frameworks or university regulations covering doctoral training and the award of doctoral degrees in either of the two countries. All parties commit themselves to acting in conformity with the two universities' regulations and codes of

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<sup>1</sup> The term 'university' denotes any institution of higher education which has the power to award doctoral degrees according to current national legislation.

practice covering doctoral awards and to seeking a resolution by mutual consent of any difficulties that might arise in the interpretation of such regulations.

## Article 1 – Purpose

In furtherance of the common aim of stimulating scientific cooperation and promoting the mobility of researchers, this agreement sets out the framework for joint supervision of the doctoral training of:

Doctoral candidate: *[Name of doctoral candidate]*

(hereafter referred to as “the doctoral candidate”)

at the University of Turku

and at the *[University 2]*

leading to the award of the degrees of *[Specify titles of expected degrees with the name of the degree awarding university]*

The *[title/topic]* of the doctoral candidate's thesis is: *[Specify title/topic of the research project]*

A research plan is presented in Annex 1.

## Article 2 – Co-supervisors

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

*[Name of supervisor, position, at the University of Turku]*

and

*[Name of supervisor, position, at University 2]*

(hereafter referred to as “the co-supervisors”)

Both co-supervisors undertake to carry out the role of supervisor of the training of the doctoral candidate to its full extent, as defined by the regulations in force at their respective universities, and to support each other in the execution of their duties as supervisors. The two co-supervisors will confer regularly (*for example 2-3 times a year*) with regard to the progress of the doctoral candidate’s degree.

Should one of the co-supervisors leave their university, the university's normal procedures for finding a replacement supervisor will be followed, with the involvement of the co-supervisor. If a suitable co-supervisor cannot be found, the agreement will be terminated and the doctoral candidate will continue his/her doctoral training towards the doctoral degree at the university of his/her remaining supervisor.

## Article 3 – Admission and doctoral candidate status

The doctoral candidate must be admitted to both universities, according to each university’s prevailing admission criteria.

Throughout his/her doctoral training, the doctoral candidate will be formally enlisted as a doctoral candidate at both institutions. The doctoral candidate will annually enrol at the

university where s/he is working in any academic year or part thereof. The other university will arrange for the doctoral candidate the appropriate formal status to enable him/her to make short research visits and use essential facilities such as libraries and computing facilities. More extensive use of facilities and resources at the university other than the one where the doctoral candidate is registered will be by agreement between the doctoral candidate and his/her co-supervisors.

Continued registration for the doctoral degree, as defined in this agreement, depends on the doctoral candidate making satisfactory academic progress, as defined in the academic regulations of the two universities. Should any concerns arise, consultation will take place involving both co-supervisors before the appropriate procedures at the involved universities are invoked.

#### **Article 4 – Funding**

The supervisors, and whenever necessary, their universities will agree upon the arrangements for the equitable distribution of any funding received from sponsors of the doctoral candidate's research project.

*[Please specify how the costs incurred at the universities related to the conducting of research, examination, defence and publication of thesis, personal research scholarship/salary, travel expenses, etc. will be covered.]*

#### **Article 5 – Financial responsibilities of the doctoral candidate**

Throughout his/her doctoral training, if applicable, the doctoral candidate will pay fees at the university where s/he is working in any academic year or part thereof, as explained below.

*[Please specify which fees should be paid at the respective universities.]*

*Regarding fees, the standard arrangement should be that the doctoral candidate pays the registration or tuition fees only in one of the universities concerned, normally where he/she is present (or present for the longest period).*

*In Finland, doctoral training is free of charge for the doctoral candidate (Universities Act 558/2009, Section 8). It is important to agree with the other university on the fee policy.*

The doctoral candidate must have social security cover or any insurance if that is required by the relevant national legislation of either country. The responsibility of being properly insured is with the doctoral candidate. For shorter research visits in the other country, travel insurance will typically be sufficient.

The doctoral candidate is also responsible for his/her housing arrangements. According to the practices in place at the universities, the universities will provide advice/assistance in finding accommodation.

#### **Article 6 – Duration of doctoral training**

The aimed time for completion of the doctoral degree is 4 years. The public oral defence is therefore expected to take place during the academic year *[Please specify academic year]*.

Any request to extend this period or suspend the candidate's doctoral training must be jointly approved by the competent authorities of the two participating universities and any sponsoring bodies.

## Article 7 – Distribution of work time

*[Please specify how the doctoral candidate's work time is to be divided between the two universities, taking into account the needs of the research and the circumstances of the doctoral candidate.]*

*If the doctoral candidate is an employee of either institution, the question of teaching duties might be relevant and should be included.*

## Article 8 – 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 training and the preparation and submission of the doctoral thesis.

*Administrative contact points at Faculty level should be identified at both universities, either under this article, or at the end of the agreement.*

*According to the Principles of Doctoral Training at the University of Turku, the progress of the doctoral dissertation can preferably be monitored with the help of a thesis advisory committee formed of external experts and convenes regularly, or some other monitoring mechanism defined at the faculty level.*

## Article 9 – Coursework requirements

The doctoral candidate must satisfy the course work requirements of both universities, which might be complementary or additional to those of the other university. Details including a scheduled study plan are specified in Annex 2.

## Article 10 – The doctoral thesis

*If the requirements for a doctoral thesis are very similar at both universities, the doctoral candidate can submit his/her thesis and undergo one oral defence only, at either university. This should be specified in the agreement.*

### a. Written thesis

The language in which the doctoral thesis and its summary are written must take into account the requirements of the degree awarding universities.

The doctoral candidate's doctoral theses will be written in *[Please specify language]* and will consist of *[Please specify: an abstract in [please specify language], monograph, publications, manuscripts, a written summary in [please specify language]...]*, according to the standard thesis format at the two universities.

*[Please also specify, e.g. in the case of an article-based thesis, how many articles are requested, when the articles need to be published, can the articles be conference publications, if the doctoral candidate must be the first author, etc...]*

The modalities of deposit and reproduction of the thesis are governed by the regulations in force in both universities.

*General publication principles (e.g. order of authors, etc.) and open access publication should be discussed and agreed upon in the beginning of the research project.*

*It is also recommended to agree upon issues related to the publication of the thesis, the number of thesis to be delivered to the faculties concerned, etc.*

#### **b. Oral defence of thesis**

The language in which the oral defence is to be conducted, must take into account the requirements of the two universities.

*If the case of one oral defence (which will mostly be the case):*

The oral defence will be a unique act and take place in *[Please specify university]*. The oral defence will be conducted in *[Please specify language]*. The defence will be public (i.e. open to a general audience).

#### **c. Assessment of the thesis**

Procedures for the examination of the written thesis and the oral defence are outlined below.

*[Please describe the process for the examination/assessment of the thesis, as agreed between the degree awarding universities.]*

*The description of the process applied in the cotutelle arrangement should outline the different steps and describe the principles in the assessment process, taking into account the procedures and regulations of the two universities.*

*The process at the University of Turku is as follows:*

*When the doctoral thesis is ready for examination, the doctoral candidate submits it to the Faculty. On the proposal of the research director/the Professor of the subject in charge of doctoral training, the Faculty appoints at least two pre-examiners for the thesis, one or more opponents and a custos for the public examination.*

*The thesis pre-examiners and opponent(s) should primarily be external to both degree-awarding universities, represent different universities and, if possible, should have the qualification of adjunct professor or equivalent scientific merit.*

*Neither the supervisor nor the co-authors of any collaborative publications in the thesis may act as pre-examiners or opponents.*

*The grounds for disqualification given in Section 28 of the Administrative Procedure Act (434/03) must be taken into account in the appointment of examiners and in the examination and acceptance of theses.*

*The University of Turku uses the Turnitin plagiarism detection programme. All doctoral theses submitted for examination will be subject to plagiarism detection starting from the 1st of January 2013.*

*The pre-examiners of a doctoral thesis should provide their statement to the Faculty board within two or three months of being appointed (depending on the Faculty).*

*On the basis of the statement from the pre-examiners, if the level is found to be acceptable, the Faculty board grants the permission for the public defence of the thesis.*

*After the public examination, within one month of the public examination, the opponent makes a statement to the Faculty board which concerns both the examination of the manuscript of the doctoral dissertation and the assessment of its public defence.*

*Before the grading of the dissertation the doctoral candidate is given an opportunity to comment on the statements made by the reviewers and the opponent (Universities Decree §18).*

*The Faculty makes the decision concerning the grade of the thesis and the awarding of the doctoral degree.*

*In a cotutelle arrangement the pre-examiners and opponent(s) should preferably be jointly identified by the doctoral degree awarding bodies of the two universities. This or these opponent(s) will conduct the oral examination, unless otherwise provided for in the regulations of the university, where the public oral defence takes place.*

*It is recommended to also mention where the costs for the travel of the opponent(s) and other persons involved with the evaluation of the oral defence will be covered from.*

## **Article 11 – Awarding the doctoral degree**

In conformity with the regulations in force within each university regarding

- the requirements for coursework (through qualifying examinations), if any;
- the requirements for the written thesis;
- the requirements for the oral examination;

each of the two universities undertakes to award its respective national doctorate to the successful candidate. The text of the degree certificate must specify that the supervision of the thesis has been jointly conducted at the two universities.

The decision to award the degree by one of the universities is not binding upon the other.

The degree requirements for each university are specified in Annex 3.

The degree certificate templates of each university are given in Annex 4.

## **Article 12 – Intellectual Property and Publication Rights**

The cotutelle doctoral candidate owns the copyright to his/her thesis.

Both institutions shall have the right to use the thesis and the results for non-commercial use in their education, training and research. This right is perpetual and free of any charge.

*Concerning potential patentable inventions, it would be important to outline in detail the conditions for using the joint ownership to results and that any intellectual property rights created or generated jointly will belong jointly.*

## **Article 13 - Liabilities**

The parties shall be responsible for acting in accordance with the agreement.

The Parties shall be liable for direct damages caused to the Other Parties resulting from errors or omissions deliberately or negligently made by the Party. The liability of the Parties shall be limited in all cases to the amount of 10 000 euros. The Parties shall not be liable for indirect damages as specified in the Finnish Act on Sale of Goods (355/1987).

#### Article 14 - Settlement of Disputes and Applicable Law

This agreement shall be governed, construed and interpreted in accordance with the laws of Finland. Disputes concerning this agreement shall primarily be resolved in negotiations between the parties. If the negotiations do not result in a conclusion within a period of three (3) months, the disputes shall finally be settled in the District Court of Varsinais-Suomi (Turku, Finland).

#### Article 15 – Entry into effect and termination

The present agreement will take effect upon signature by the representatives of the two universities and by the doctoral candidate. It will be valid until the doctoral candidate has received his/her doctoral degree from both universities.

In case a party fundamentally violates the terms of this agreement, the other Parties shall be entitled to terminate the agreement by a written notice without delay.

This agreement can also be terminated:

- by the mutual consent of all parties or;
- by the doctoral candidate, in writing, giving a summary of the reasons for the decision or;
- by either university, if a suitable replacement co-supervisor cannot be found or;
- by either university, if the doctoral candidate fails to make satisfactory academic progress and the normal procedures of the university for dealing with the problem have not been effective.

Before termination of the agreement is contemplated, there must be consultation between the parties within 90 days. If this agreement is terminated, barring any agreement to the contrary, the unspent portion of any financial aid obtained from an external body must be reimbursed to that body.

This agreement is drawn up in *[specify number]* original copies in English.

For the University of Turku:

For *[University 2]*:

Title:

Title:

Name:

Name:

Position: *Dean of the Faculty*

Position:

Signature:

Signature:

Date:

Date:

Co-supervisors of the doctoral candidate

Title:

Title:

Name:

Name:

Signature:

Signature:

Date:

Date:

Agreed by the doctoral candidate

Title:

Name:

Signature:

Date: