**SPECIFIC AGREEMENT TO CARRY OUT A DOCTORAL THESIS**

**UNDER INTERNATIONAL CO-SUPERVISION**

**between the UNIVERSITY OF VALLADOLID (SPAIN)**

**and the UNIVERSITY OF ……………………………… (…………..)**

The UNIVERSITY OF VALLADOLID (UVa), represented by the Vice-rector for Internationalisation, Dra. Paloma Castro Prieto, whose authority to sign the present agreement is conferred by the stipulations set out under section 5.2.a of the *Resolution for Delegating the Authority of the Chancellor,* dated 28 of July 2016 (BOCYL no. 163 of 24 August) and article 10 of the *Legislation Governing the Processing, Approval and Implementation of Agreements with other Universities or Foreign Institutions* (approved by the Governing Board on 30 March 1999, BOCyL no. 82, of 3 May),

and *name of the institution* (henceforth “the collaborating institution”) with fiscal identity number *A00000001* and located in *location, registered office* and on its behalf and representing it, Mr/Mrs/Ms *name of the signatory*, in their position as *post held by the signatory*, *[Accreditation of the representation held – by virtue of the delegation conferred under agreement / empowered to sign by virtue of agreement / exercising the powers set out under … (if public administration)]*.

do hereby affirm and mutually recognise sufficient legal power and the validity of their respective authority to undertake the present cooperation agreement, and to said effect do hereby,

**DECLARE**

I. That the UVa is an institution governed by public law, with its own legal personality, responsible for organising the public service of higher education through teaching activities, study and research and whose goals include fostering mobility and exchange with other universities.

II. That the principal activities of *Name of the Institution* include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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Pursuant to all the above, both parties do hereby give their compliance and do hereby agree to sign the present cooperation agreement, which shall be governed by the following:

**CLAUSES**

**ONE.** **PURPOSE OF THE AGREEMENT**

For the purposes foreseen under article 15.2 of royal decree 99/2011 of 28 January governing official doctoral courses, the aim of the present agreement is to establish a cooperation framework between the two signatory universities in the matter of carrying out doctoral theses under international co-supervision, such that both parties may recognise the validity of the thesis described below, undertaken under said co-supervision, and do hereby agree to award the title of doctor at the request of the interested party.

**TWO. DOCTORAL STUDENT AND DOCTORAL PROGRAMME**

The doctoral student’s personal details are set out in section A of the Annex in this agreement and both universities recognise that he/she has been admitted on to the doctoral studies course indicated in said section.

The student should enrol and pay the corresponding public fees at the University of Valladolid each academic year until such time as the thesis is deposited with the doctoral board.

The time the student is enrolled on the doctoral programme at the UVa is calculated from when they are admitted until such time as the doctoral thesis is deposited with the doctoral board and shall last no less than two years and no more than three for students registered full time, and five years if registered part time. After this period of three or five years has elapsed, should the application to deposit the thesis not have been presented, the doctoral programme academic board may authorise an extension of one year in the case of full time students or two in the case of part time students. In exceptional circumstances, an extension of one further year may be granted.

**THREE. STAYS AND ACTIVITIES**

The minimum stay at each institution, conducting research work, shall be six months and may be undertaken in various periods. The stays and activities are detailed in section B of the Annex to this agreement.

During their stay at the University of Valladolid, should the doctoral student hold a European Union nationality they shall benefit from the medical cover afforded by the European health card. Should they not hold any such nationality, they must take out private medical insurance, valid for the full duration of the time they are in the European Union. By defect, students under the age of 28 shall hold student medical insurance. In all cases, the doctoral student must also hold insurance which covers their repatriation in the event of illness, accident or death.

**FOUR. THE DOCTORAL THESIS AND THE COMMITTEE**

The details of the thesis are described in section C of the Annex to this agreement, in accordance with the stipulations set out under article 15.2 a) of royal decree 99/2011.

The committee charged with evaluating the doctoral thesis must hold the approval of the doctoral board or equivalent body at the two institutions.

Travel expenses incurred by the members of the committee must be met by the university where the defence of the thesis is taking place in line with the corresponding applicable legal framework.

In application of section D of the Annex, should the defence of the thesis take place at the University of Valladolid, the following text shall be included in this clause:

*1. The doctoral thesis committee shall be made up of five doctors; three full members and two reserve members. Of the full members, one shall act as president and another as secretary and no more than one member may be from the same university or its collaborating institutions.*

*2. All the members of the committee must fulfil the following requirements: a) Hold the title of doctor. b) Have accredited research experience, c) Be serving at their respective university, centre or institution. d) Have a research profile suited to the topic of the thesis.*

*3. Neither the supervisor nor directors of the thesis nor any other expert who may have submitted reports to the doctoral programme academic board may sit on the committee.*

In application of section D of the Annex, should the defence of the thesis take place at the other signatory university of this agreement, the following aspects must be detailed in this clause:

1. Whether or not the supervisor and director or directors of the thesis may sit on the committee, and,

2. The number of members and composition of the committee shall be determined and agreed as an addendum to the present agreement.

**FIVE. DEPOSIT, PUBLIC EXPOSITION OF THE THESIS and ACCEPTANCE FOR DEFENCE**

Once the doctoral thesis has been written and has been given the approval of its supervisors, the academic board shall seek two reports thereon, which shall be issued by doctors who are experts and who belong to two institutions other than those taking part in the present agreement.

The standard procedure set out in the rules governing the presentation and defence of doctoral theses at the University of Valladolid shall then be followed.

**SIX. DEFENCE OF THE THESIS**

Defence of the thesis shall take place in a single act and shall be held at the university indicated in section D of the Annex to this agreement.

Should the thesis be defended in a language other than the official language of Spain, a summary in Spanish must be included, endorsed by the supervisor or supervisors of the thesis, and containing the objectives, methodology, principal findings and conclusions to emerge from the work.

The committee charged with evaluating the doctoral thesis shall submit the original proceedings of its actions to the competent body at each university; in the case of the University of Valladolid, the doctoral board.

Both universities undertake to issue the corresponding title of Doctor at the request of the doctoral student. In the case of the University of Valladolid, said title shall be that of Doctor by the University of Valladolid. The title shall contain an addendum with the following text: *“Thesis carried out under co-supervision with the University of…”.* Until such time as the official title is issued, the new doctor shall be given a provisional certificate in its place.

**SEVEN. EQUIVALENCIES OF MARKS/GRADES IN THE TWO EDUCATION SYSTEMS**

The marking/grading systems applicable at each university shall be set out in section E of the Annex to this agreement.

The thesis may also apply for the mention of *cum laude* and for the outstanding doctorate award, in accordance with the following procedure:

During the same act in which the doctoral thesis is defended and evaluated, the following appraisements shall be made:

* ***cum laude* mention:** should the overall mark/grade awarded be “excellent”, or should it be awarded the highest possible score under the system in place at the other university, the committee may propose that the thesis be given the mention of *cum laude*, should the positive secret vote cast be unanimous in this sense.
* **Outstanding Doctorate Award**: each member of the committee shall award a score for the scientific quality of the thesis by casting a secrete vote in which said scores should fall between 1 and 10, with one decimal point and which shall be taken into consideration should the new doctor wish to apply for the outstanding doctorate award.

The votes cast shall be kept by the secretary of the committee in a sealed envelope which shall be opened at a second public session, in which shall be transcribed in the proceedings the positive or negative result of the vote for the mention of *cum laude*, as well as the average mark/grade of the scores awarded by the members of the committee and which shall be taken into account should the outstanding doctorate award be applied for.

The two sets of proceedings mentioned shall be forwarded to the University of Valladolid doctoral board no later than five business days after the thesis has been defended.

**EIGHT.-** **FOLLOW-UP COMMITTEE and** **SETTLEMENT OF DISPUTES**

It is hereby agreed that, having established a follow-up committee to monitor the present agreement, each party shall appoint two people who shall be responsible for following up and ensuring that all the stipulations set out in the present agreement are complied with until the termination thereof, and whose names shall be included in section F of the Annex to this agreement.

In addition to ensuring the correct application of the stipulations set out in the present agreement, said committee shall seek to resolve pre-judicially any doubts or conflicts concerning interpretation or application which may arise between the parties.

The parties undertake to seek to resolve amicably, in the follow-up committee, any differences which may emerge concerning the interpretation of the present agreement. Should this fail, both parties agree to be subject to the specifically applicable procedural legislation, in accordance with the nature of the disagreement and the place at which it has arisen.

**NINE. OWNERSHIP RIGHTS OF THE RESULTS AND MORAL RIGHT OF THE RESEARCHERS**

The subject matter of the thesis, as well as rights concerning publication, exploitation and the results to emerge from the research which are common to the two institutions, must be guaranteed in accordance with the specific provisions of each country.

Notwithstanding, should any of the results to emerge from the work to be undertaken under the present agreement be subject to protection under industrial property laws, both in the application for industrial property rights and in the publication of the research results, the moral rights of the researchers shall be respected, particularly the right to be recognised as inventors or authors. Mention should also be made in the thesis that the research was carried out within the framework of this co-supervision agreement.

As regards any potential financial exploitation of said patentable results, a process of negotiation shall be undertaken concerning the possible royalties or shares in any remuneration attributable to each of the universities.

**TEN. EFFECT**

This agreement for the co-supervision of theses is approved in accordance with the legal provisions of each of the parties and shall come into force for an initial period of three years after it is signed, notwithstanding the stipulations set out in the following paragraph.

Prior to the conclusion of the period foreseen in the previous section, the signatories of the agreement may jointly and expressly agree to its extension for a further four years or to its termination. In all cases, it may be, at most, extended until such time as the thesis is defended and is subject to the actual enrolment of the doctoral student at both institutions.

**ELEVEN.** **LEGISLATION APPLICABLE TO the AGREEMENT**

The present agreement is administrative and is governed in its interpretation and application by the legislation applicable to each of the signatory institutions, in particular with regard to the specific legislation governing this type of action.

Consistent with equal gender values accepted by the university, any names which appear in the masculine in the present agreement, when they have not been replaced by gender neutral terms, are understood to refer indistinctly to the feminine.

And in witness thereof, the parties do hereby sign the present agreement in triplicate at the place and on the date indicated above.

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| The Vice-rector for Internationalisation at the UNIVERSITY OF VALLADOLIDDra. Paloma Castro PrietoDate: | Chancellor of the UNIVERSITY OF ………Dr. ………………………………………………Date: |
| I hereby agree:The supervisor of the thesis at the University of Valladolid Dr. ..………………………………………………Date: | I hereby agree:The supervisor of the thesis at the University of ……………………………….Dr. ………………………………………………Date: |
| I hereby agree Doctoral studentMr/Mrs/Ms .………………………………………………Date: |