**SPECIFIC AGREEMENT TO DO A DOCTORAL THESIS**

**UNDER INTERNATIONAL CO-SUPERVISION**

**BETWEEN THE UNIVERSITY OF VALLADOLID (SPAIN)**

**AND**

**NAME OF THE OTHER INSTITUTION (COUNTRY)**

**PRESENT**

On the one part, THE UNIVERSITY OF VALLADOLID (hereinafter, UVa), with fiscal identity number C.I.F. Q4718001C, located in Valladolid, Plaza de Santa Cruz nº 8, and acting on its behalf and representing it, the Vice-Rector for Internationalization, Ms. Paloma Castro Prieto whose capacity to sign this agreement derives from the provisions set out under section fourth.2.a, the decision concerning the delegation of powers from the Rector dated 9 May, 2022 (regional gazette no. 94 dated 18 May) and article 17 of Legislation Governing the Agreements of the University of Valladolid with other Universities or Foreign Institutions (approved by the Governing Board on 31 January 2020, BOCYL no. 30, of 13 February),

and, on the other part, NAME OF THE OTHER INSTITUTION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, \_\_\_\_\_\_\_\_\_\_\_) with fiscal identity number XXXXXXX and located in \_\_\_\_\_\_\_\_\_\_\_\_ *(location and registered office)*, and acting on its behalf and representing it, Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the position of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(position held by the signatory)*, in application of the powers set out under \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(accreditation of the representation held, where applicable).*

The intervening parties hereby state and recognise each other’s legal capacity and the validity of their respective powers to enter into the present cooperation agreement and to that effect,

**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 other institution) include *(competences and/or purposes on which the action of the other party is based)*.

III. That both parties signed an international cooperation agreement on \_\_\_\_\_\_\_\_\_\_\_\_\_, in order to engage in mutual cooperation in academic activities that would prove expedient and viable for both institutions.

*(Delete III if the parties have not signed and shall not sign a general agreement)*

Pursuant to all of the above, both parties hereby give their consent and agree to sign the present specific agreement, which shall be governed by the following:

**CLAUSES**

**FIRST.** **PURPOSE OF THE AGREEMENT.**

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 and hereby agree to award the title of doctor at the request of the interested party.

**SECOND. 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 to the doctoral studies course indicated in said section.

As a result, the doctoral student shall fulfil the academic requirements stipulated by each institution to undertake said studies:

1. At the UNIVERSITY OF VALLADOLID:

The student must enrol and pay the public prices and fees corresponding to each academic year until such time as the thesis is deposited before the doctoral committee and must also abide by the regulations set out in the corresponding legislation governing the time spent on the programme.

1. At NAME OF THE OTHER INSTITUTION:

*(To be completed by the foreign institution in accordance with the rules and procedures applied therein for doctoral studies)*

**THIRD. STAYS AND ACTIVITIES.**

The minimum stay at each institution, conducting research work, shall be six months *(amend the period if the other institution requires a longer duration; for the UVa, this can never be less than six months)* and may be undertaken in a single period or over 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.

During their stay at (Name of the other institution), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(To be completed by the other institution in accordance with the requirements governing insurance and/or others which may be applicable by the other party to the content of this clause)*

**FOURTH. 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 and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate the applicable rules in the partner university)*.

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.

*(Select the corresponding content, depending on where the defence is to take place as indicated in section D of the Annex and delete the other part)*

In application of section D of the Annex to the present agreement, the defence of the thesis shall take place at the University of Valladolid, in accordance with the following procedure:

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

*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 to the present agreement, the defence of the thesis shall take place at (Name of the other institution) in accordance with the following procedure:

*(Stipulate the following aspects in accordance with what the institution determines)*

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 that determined and agreed in the Annex to the present agreement.

**FIFTH. DEPOSIT, PUBLIC EXPOSITION OF THE THESIS AND ACCEPTANCE FOR DEFENCE.**

The ordinary procedure established under the regulations for the presentation and defence of the doctoral thesis at the University of Valladolid shall be followed.

In accordance with the applicable legislation at (Name of the other institution), the procedure shall be as follows \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(To be completed by the other party with regard to what is established under their procedure for the presentation and defence of the thesis, regardless of where this shall be taking place.*

**SIXTH. DEFENCE OF THE THESIS AND QUALIFICATIONS.**

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 Spanish, a summary in Spanish must be included, endorsed by the supervisors of the thesis, and containing the objectives, methodology, principal findings and conclusions to emerge from the work.

*(The same prerogative shall apply inversely: when the thesis is written in Spanish, a university located in a country whose official language is different may request that a summary be written in the language in question and that it be included)*

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, to the doctoral board, an in the case of (Name of the other institution), to \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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, the student shall be awarded the title 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.

In the case of (Name of the other institution) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*specify formal issues concerning the qualification awarded by the other institution)*

**SEVENTH. EQUIVALENCE 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.

Should either of these systems envisage the granting of a *cum laude* mention and/or the outstanding doctorate award, the procedures established in this regard by each institution in the section in question should be mutually observed, regardless of where the thesis is defended.

**EIGHTH.-** **FOLLOW-UP COMMITTEE AND CONTROL COMMITTEE.**

It is hereby agreed that the Joint Follow-up and Control Committee made up of the parties through the members designated in section F of the Annex to this agreement, should be responsible for the follow-up and control concerning the implementation of all the stipulations set out in the present agreement until its termination.

Likewise, any matters concerning the thesis co-supervision programme that are not stipulated in this agreement shall be resolved by said committee.

**NINTH. 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.

**TENTH-** **DATA** **PROTECTION.**

The parties hereby undertake to abide by the rules governing data protection of personal details established for said purpose in the two countries.

**ELEVENTH.- diSSEMINATION and ADVERTISING.**

The parties agree to include their respective logos in any and every medium, platform or document which makes reference to their joint activities.

Signing the present agreement provides both institutions with permission to use the respective logos and/or brands of both parties for the sole purpose of the present agreement.

**TWELFTH. VALIDITY.**

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 on the last date it is signed for an initial period of two/three/four years *(choose depending on the time requirements established and foreseen deadlines)*, 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 maximum period which is in accordance with current legislation in the matter of international agreements and doctoral studies in the two countries.

In any instance, the validity of this agreement may not extend beyond the date of the defence of the thesis and shall be subject to the actual enrolment of the doctoral student at both institutions.

**THIRTEENTH.- MODIFICATION, EXTINCTION, EFFECTS AND TERMINATION.**

Any amendment to the content of the agreement shall require the signatories to agree unanimously thereto.

The agreement shall be deemed concluded as a result of the actions for which it was drawn up having been completed or due to any of the causes foreseen for the termination thereof. Said causes of termination are those established for said purpose in the applicable legislation of the two countries.

Completion or termination of the agreement shall give rise to the dissolution thereof so as to determine the obligations and commitments of each of the parties. As regards any ongoing action, at the proposal of the Joint Follow-up Committee, the parties may agree to the continuance and termination thereof, and establish a non-extendable period for the conclusion thereof, after which period said activities must be discontinued.

Failure to comply with the obligations and commitments undertaken by each of the parties shall entail the termination of the agreement, notwithstanding the consequences which may result from the legislation applicable in each country. Nevertheless, said termination shall not affect any ongoing activities undertaken under this agreement.

**FOURTEENTH.** **LEGISLATION APPLICABLE TO the AGREEMENT AND SETTLEMENT OF DISPUTES.**

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.

Both parties agree to seek to resolve amicably and within the Joint Follow-up Committee, any issues which may emerge concerning the interpretation of the present agreement. Should any disputes arise concerning the interpretation or implementation of the present agreement, and depending on the nature of the dispute and its place of origin, both parties agree to submit to the procedural law specifically applicable.

**FIFTEENTH.- GENDER EQUALITY.**

Consistent with the values of gender equality assumed by both universities, any names which appear in the masculine in this agreement, when they have not been replaced by generic terms, shall also be understood as referring indistinctly to the feminine.

AND IN WITNESS THEREOF, the parties hereby sign the present agreement in duplicate/triplicate/quadruplicate… *(indicate, depending on the number of original copies required by the other institution; the UVa requires three)*, and in two/three versions (Spanish, \_\_\_\_\_\_\_\_ and\_\_\_\_\_\_\_\_\_\_) each of equal validity and for this sole purpose, at the place and on the date indicated below.

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| In Valladolid, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  FOR THE UNIVERSITY OF VALLADOLID  Signed: Dr. Paloma Castro Prieto  Vice-Rector for Internationalization | In\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  FOR (NAME OF THE OTHER INSTITUTION)  Signed:(Person responsible at the partner university)  (Position) |