**Framework Cooperation Agreement for the Development of Doctoral Thesis in International Cotutelle between the University of…………….and the University of Extremadura**

On the one hand, Mr./Mrs./............................... acting as legal representative and President of the University ............................, an institution of higher education, located at ...................

On the other hand, Mr. Pedro Mª Fernández Salguero, Rector of the University of Extremadura, appointed by decree 166/2022 of 30 December, located at Edificio Rectorado, Avda. de Elvas s/n, 06071 Badajoz, Spain, representing and acting on behalf of the same, by virtue of the powers vested in him by Organic Law 6/2001 of Universities of 21 December and Decree 65/2003, of 8 May, which governs the bylaws of the University of Extremadura.

**PURSUANT**

To the regulations applicable to Doctoral Studies of both universities:

At the University……:

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At the University of Extremadura, Royal Decree 99/2011, of January 28, which regulates the official doctoral teachings (BOE February 10, 2011), Regulation of December 14, 2021, of the Rector, by which the agreement adopted by the Governing Council approving the Doctoral Regulations of the University of Extremadura (DOE December 28) is executed.

**DECLARE**

That both Universities have a shared interest in implementing collaboration in the Doctoral Programmes of both institutions, and therefore it is of the utmost importance to promote mobility of faculty members and doctoral candidates from their respective Universities. As a consequence, both parties are interested in making it possible to carry out doctoral theses under international co-supervision.

For which, both parties shall approve the present Cooperation Framework Agreement which shall be governed by the following terms:

**Article 1**

**Objective**

The purpose of this agreement is to establish the general conditions of institutional collaboration between both Universities to allow students from both institutions to carry out curricular, research or other scientific activities with the aim of obtaining the doctoral degree certificate by the University of ......................... and by the University of Extremadura.

Under this framework agreement, a specific agreement will be formalized by each doctoral student in which the following will be indicated as a minimum: full name of the doctoral student, identification of the doctors who will direct both institutions, period of investigation to be carried out at the host institution, the official language of the thesis, and the university where it is defended.

**Article 2**

**Doctoral Candidates**

Doctoral candidates shall:

1. Fulfill the access and admission requirements for doctoral studies in accordance with the provisions in force at each University. Hence, each student will register at the UEx in each academic year while the co-supervision is in force, although it is not the University where the Thesis is being defended.
2. Undertake a research stay of at least six months at the University during the training period required to obtain the Doctoral degree with which this agreement is signed. In addition, they must complete the rest of the training period at the University of Extremadura, with a minimum stay of at least six months. The stays will be defined by the thesis directors and may be carried out at one time or in several periods, as foreseen in the student's research plan.
3. Comply with the deadlines for registration, delivery, deposit and defense of theses established by both Universities, also taking into account the maximum time for the preparation of the thesis according to the legislation of each country.
4. Accountable for their healthcare coverage in case of illness and accident during the stay at each of the Universities.

**Article 3**

**Supervision of the Thesis**

1. Each of the supervise theses shall be supervised by at least one Ph.D. from each University.
2. In the case of the University of Extremadura, the Ph.D. proposed to direct the thesis must belong to the doctoral program in which the doctoral student is enrolled.
3. Thesis supervisors will perform their functions in accordance with the provisions in force at their institution and recognition of joint management tasks will be guaranteed independently of the defense University.
4. In the case of a need to replace a thesis supervisor, it shall be reported and approved under the current terms established by the Institution of origin, and the partner Institution shall be informed.

**Article 4**

**Manuscript Language and Defense of the Doctoral Thesis**

The doctoral thesis may be written and defended in any of the usual languages for scientific communication in its field of knowledge and in accordance with the current Regulations of the University where it will be defended.

**Article 5**

**Presentation of the Thesis**

The thesis must abide by the current regulations and legal requirements of both Universities.

On the front cover of the dissertation, it shall state that was carried out under a joint thesis cotutelle agreement between the University of Extremadura and the University U and the logos of both institutions may be included.

**Article 6**

**Doctoral Thesis Defense and Examining Committee**

1. The defense of the doctoral thesis will take place at the University that appears in the specific agreement.
2. The Examining Committee shall be appointed in accordance with the specific Regulations of both Institutions and its composition will comply with the legislation in force in the State to which the institution in which the doctoral thesis is defended belongs, but at least it must appear as a member of the court one person representing each university. In the case of the Universidad de Extremadura, those who have exercised or exercise the direction, co-direction or tutoring of the doctoral student may not be part of the Tribunal.
3. The University where the defense takes place shall bear the fees and expenses directly related to the Examining Committee.

**Article 7**

**Intellectual Property Rights**

The publication, exploitation and protection of the research results from the work of the doctoral student in the two institutions will be subject to the regulations in force and ensured in accordance with the specific procedures of each country involved in joint supervision.

**Article 8**

**Issuance of the Doctoral Degree Certificate**

1. Once the requirements to obtain the Doctorate degree have been fulfilled, the candidate may apply for the Doctoral Degree Certificate from both Universities.
2. The Diploma, certificates and diploma supplements issued by the University of .................. or by the Universidad de Extremadura shall explicitly state that the diploma has been awarded under the terms of the Cotutelle Cooperation Agreement

**Article 9**

**Data protection and confidentiality**

The parties undertake not to disseminate, without the authorization of the other party, scientific or technical information to which they have had access in the development of this agreement.

The parties submit to Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and Organic Law 3/2018 , of December 5, Protection of Personal Data and Guarantee of Digital Rights and will establish the necessary technical and organizational measures to guarantee the security and integrity of personal data, avoiding its alteration, loss, treatment or unauthorized access.

Likewise, the parties must extend this obligation to all persons who intervene or collaborate in the realization and development of what is established in this agreement.

**Article 10**

**Dispute resolution**

Controversies that may arise regarding the interpretation, modification, execution, resolution and effects that may derive from this Agreement will be resolved between the parties in a friendly manner, within the established Commission. In the absence of an agreement, the courts of the contentious-administrative order will be competent to hear disputed issues.

**Article 11**

**Entry into Force**

1. This Agreement shall enter into force upon signature and remain in force for ……years.
2. It shall be automatically renewed for one year periods up to a maximum of 4 renewals as long as neither of the two parties files a complaint, which shall be notified to the other party not less than six months prior to termination.
3. The Cooperation Agreement may be terminated at any time by mutual consent of both parties.
4. The termination of the Cooperation Agreement shall not affect any thesis already begun under the Specific Agreement.

In Witness Whereof, this Cooperation Agreement is signed in duplicate at the place and on the date indicated below.

*Place:………….. Date : ……………20….*

By the University of………………. By the University of ………………..

Signed…………………………………… Signed…………………………….