AGREEMENT FOR JOINT SUPERVISION OF DOCTORATE BETWEEN UNIVERSIDAD POLITÉCNICA DE MADRID AND_____

JOINT SUPERVISION PROCEDURE FOR DOCTORAL THESES AT THE UNIVERSIDAD POLITÉCNICA DE MADRID

Approved by the UPM Doctorate Committee, 23-5-2017

PREAMBLE

One of the objectives of the Universidad Politécnica de Madrid is to promote and develop scientific cooperation with other international institutions. This can be encouraged through the joint international supervision of PhD theses. Such joint supervision favours PhD candidate mobility and helps to strengthen the ties between UPM groups and groups from other universities with regard to cooperation. Additionally, they contribute to and benefit from the participation of research groups in numerous international initiatives, covered, for example, by Marie Skłodowska-Curie innovative training network actions (MSCA-ITN-EID European industrial doctorates, MSCA-ITN-EJD European joint doctorates, and MSCA-ITN-ETN European training networks).

The joint supervision of PhD theses shall be carried out in accordance with this procedure, regulated under the provisions of RD 99/2011, consolidated after the publication of RD 195/2016, involving the signature of an agreement between two universities based on the principle of reciprocity. By virtue hereof, each institution shall recognize the validity of the doctoral thesis based on a single defence at either university, and, as a matter of form, "Doctoral thesis supervised jointly with the UNIVERSITY shall be stated explicitly on the front of the doctoral degree certificate.

PROCEDURE

The joint supervision of each doctoral thesis shall be carried out within the framework of cooperation between the UPM and another university, according to a joint supervision agreement signed by the rectors or equivalent of both universities, the doctoral programme coordinators or equivalent and the doctoral thesis supervisors (one per university) and by the doctoral candidate (Annex I).

The application for joint supervision shall be submitted to the Doctoral Programme Academic Board (DPAC) attaching the documents supporting the collaboration and shall require authorization by the UPM's Doctoral Board (hereafter referred to as UPM-DB), after which the respective agreement with the other university shall be signed.

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The doctoral programme admission requirements shall be as required at each university.

The doctoral candidate shall enrol at both universities, although he or she shall only be liable for tuition fees at one of the institutions and shall be exempt at the other. The agreement shall state which university charges and which waives the tuition fees.

The doctoral candidate shall perform his or her research activities at both of the universities that have entered into the joint supervision agreement and shall spend one or more periods totalling at least six months at each. The stays and activities shall be specified in the agreement signed by the two parties (RD 99 195/2016).

The doctoral thesis shall be defended at one of the two universities. This point shall be agreed upon by the participating universities and specified in the agreement.

The doctoral thesis examination board shall be appointed by mutual agreement between the two universities, and its composition shall, whenever possible, comply with the regulatory criteria of both institutions. The board should include at most one doctoral degree holder from each signatory university.

Pursuant to the agreement, each institution shall recognize the validity of the doctoral thesis. The thesis shall be graded according to the grading system established in the country in which the thesis is defended. Furthermore, the examination board shall also enter the grade awarded under the system applicable in the other university's country.

Both institutions shall file and disseminate the thesis according to their own specific procedures.

The UPM's Doctoral Board shall follow up and monitor all jointly supervised theses in which the UPM participates. The other university must name and advise the UPM of the body responsible for this follow-up and monitoring.

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ANNEX I

COOPERATIVE AGREEMENT BETWEEN UNIVERSIDAD POLITÉCNICA DE MADRID AND UNIVERSITY NAME FOR THE JOINT SUPERVISION OF DOCTORAL THESES

Madrid, thisth day of 201

BETWEEN

[*Rector name or equivalent legal representative*], acting in his capacity of legal representative and Rector of [*INSTITUTION NAME*], higher education institution recognized by means of [*APPOINTMENT RESOLUTION*], with registered office in [*INSTITUTION'S FULL ADDRESS*],

And **GUILLERMO CISNEROS PÉREZ**, Rector of the Universidad Politécnica de Madrid (VAT number ESQ2818015F), hereinafter referred to as UPM, with registered offices in C/ Ramiro de Maeztu 7, 28040 Madrid (Spain), appointed by Decree 25/2016 of April 5th (BOCM of April 6th) of the Government Council of the Autonomous Community of Madrid to act on the behalf and in representation of the UPM by virtue of the powers vested therein by the UPM Statutes, approved by Decree 74/2010 of October 21st (BOCM of November 15th).

OBJECTIVES

Both institutions share the objective of promoting and developing scientific cooperation within the framework of the joint supervision of doctoral theses, involving the mobility of doctoral candidates and the cooperation between researchers developing complementary or joint lines of research from the respective institutions. Doctoral theses conducted under a system of joint supervision involve research being conducted under the supervision, the direction and the scientific guidance of an advisor/supervisor appointed by each of the participating universities. This agreement aims to establish the terms under which doctoral candidates will perform their activities under the system of joint supervision and their recognition by both institutions.

Based on this shared interest, both parties

AGREE

То	enter	into	this	specific	joint	doctoral	thesis	supervision	agreement	fo	r the	e ca	ndi	date
Mr.	/Ms.													,
title	ed:								, a	is p	art d	of th	e١	UPM
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in accordance with the following academic requirements and administrative procedure.

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Article 1 – Application of national legislation and institutional rules

The provisions of this agreement may not contravene national legislation or institutional regulations regarding doctoral programmes and admission to the degree of doctor in either of the two countries. Both parties undertake to act in conformity with the regulations in force at both institutions and to settle by mutual agreement any dispute arising out of the interpretation of the aforesaid rules.

The doctoral candidate must meet all the requirements established by each institution with regard to entrance and admission to the doctoral programme, progress and assessment.

Article 2 – Reciprocity

Joint doctoral thesis supervision will be governed by the general terms specified in this agreement and assuming the principle of reciprocity under which each institution will recognize the validity of the doctoral thesis based on a single defence. The two signatory universities undertake to issue the doctoral degree certificate according to the procedure established in their own regulations and the applicable legislation, stating, as a matter of form, "Doctoral Thesis under Joint Supervision with UNIVERSITY NAME on the front.

Article 3 – Doctoral thesis supervisors

The research by the doctoral candidate shall be jointly supervised by:

- Dr. [Supervisor's Name], [University Name]
- Dr. [Supervisor's name], UPM

Both supervisors are responsible for supervising and providing guidance with respect to the doctoral thesis right through to its completion, taking into account the regulations in force at their respective universities, and providing mutual support in regard to their obligations as supervisors. The supervisors shall regularly check with each other about the progress of the doctoral candidate's research. The doctoral candidate shall submit a six-monthly report to his or her supervisors about the activities carried out at each university.

If either of the doctoral thesis supervisors were stand down, they shall be replaced by their university according to its regulations. Any such change must be duly notified to the other university and the doctoral candidate. If such notification were omitted or not accepted, this joint supervision agreement would terminate automatically. In this case, the doctoral candidate shall be eligible to complete his doctoral degree at the institution of which the other supervisor is a member. Any changes approved by both parties shall be attached as annexes to this agreement.

Article 4 – Exchange of information

The two universities shall exchange all the information and documentation necessary for the joint doctoral thesis supervision, preparation and defence through the two supervisors according to the legislation and regulations of each country and institution.

The person in charge of administrative procedures at each university shall be:

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Mr/Ms. [Person in charge, Name], [University Name]

Mr./Ms. [Coordinator of the UPM doctoral Programme], UPM.

Article 5 – Tuition fees

During the development of the research as part of this doctoral thesis under joint supervision, the doctoral candidate shall be enrolled at both universities; however, he or she shall only pay the tuition fees at [name of the university], and shall be exempt at the [name of the other university].

<u>Article 6 – Duration of doctoral programmes, activities and distribution of work periods at each</u> <u>university</u>

The doctoral programme shall have a maximum duration of three years full time, extendible by one further year as of the date on which the doctoral candidate was first admitted to the doctoral programme, subject to the regulations of both institutions. Generally, the doctoral candidate shall complete his or her doctoral thesis under joint supervision on a full-time basis. Nevertheless, the candidate could, subject to the regulations of both institutions, complete the programme on a part-time basis or over a longer time period, provided this is properly justified.

The doctoral candidate and his or her supervisors shall agree on how the working time shall be distributed between the two institutions, taking into account the needs arising out of the research and the doctoral candidate's circumstances. The original agreement is as follows:

Activities: Stays:....

During the period of the research, the doctoral candidate shall complete one or more stays totalling at least six months at each institution as of his or her admission to the doctoral programme to conduct research work. Any changes approved by both parties shall be attached as annexes to this agreement.

Article 7 – Thesis submission and defence

The thesis shall be submitted and defended at the [UNIVERSITY NAME], as agreed by the doctoral candidate and his or her advisors or supervisors.

<u> Article 8 – Language</u>

The doctoral thesis and its summary shall be written in [language(s)], and the defence shall be defended in the [language(s)], as agreed by the doctoral candidate and his or her supervisors taking into account the requirements of the university at which the thesis is to be submitted.

If necessary, it shall include an extended abstract (approximately 1,000-1,500 words) of thesis written in the language authorized at the other institution.

By mutual agreement between the signatory universities, the doctoral thesis defence could, subject to the regulations in force at each university, be broadcast by video conference.

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Article 9 – Examination board and funding

The composition of the examination board responsible for assessing the doctoral thesis shall be decided by agreement between the parties, taking into account the regulations of both institutions. At most one doctoral holder specializing in the area of the thesis from each signatory university shall sit on the examination board.

The funding of the expenses arising out of the defence of the doctoral thesis developed under the joint supervision system implemented pursuant to this agreement, particularly travel, accommodation and maintenance expenses, shall be funded in accordance with the provisions in effect in this respect at the university where the defence takes place. Each university shall be liable for the expenses of its thesis supervisors travelling to the other university.

Article 10 – Doctoral thesis grading

The doctoral thesis shall be graded by the examination board in accordance with the system in place in the country where the doctoral thesis is defended. Additionally, the examination board shall also specify the grade awarded according to the system in force in the other university's country.

Article 11 – Doctoral degree certificate

Once the doctoral defence has been passed, both universities undertake to issue the respective doctoral certificates, each stating "Doctoral thesis under joint supervision" with [name of the second university]", according to regulations implementing the issuance of official higher education degree certificates in force in each country.

The grade awarded by the university at which the thesis was defended shall be transferred to the certificate issued by the other university.

The certificates and/or diploma supplement issued by both universities shall specifically state that the thesis has been completed under a system of joint supervision.

Article 12 – Intellectual property rights

The publication, exploitation and data protection rights of the doctoral thesis developed by the doctoral candidate shall be subject to the regulations in force at each of the universities. Joint results shall be published with the consent of and in the manner agreed by the doctoral candidate and his or her two thesis supervisors. If necessary, the provisions regarding the protection of intellectual property rights shall be addressed in an appendix to this agreement.

Article 13 – Data protection

The parties undertake to comply with the applicable terms of the Spanish Personal Data Protection Law 15/1999 of 13 December and its implementing provisions, as well as the law in force in the other country.

Article 14 – Entry into force and termination

This agreement shall take effect upon its signature by all parties and shall be valid until the end of the academic year in which the doctoral thesis is defended.

The parties agree settle any dispute arising out of the interpretation of this agreement out of court. If this is not possible, the issue shall be submitted to an arbitration commission. The arbitration

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commission shall be composed of a member appointed by each university and a third member elected by mutual agreement.

Universidad Politécnica de Madrid

UNIVERSITY NAME

Rector Guillermo Cisneros Pérez Date: RECTOR (OR EQUIVALENT LEGAL REPRESENTATIVE) Date:

Coordinator of the UPM doctoral programme NAME Coordinator of the doctoral programme NAME

Doctoral thesis supervisor NAME Doctoral thesis supervisor NAME

Doctoral candidate

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