

**AGREEMENT FOR THE INTERNATIONAL CO-SUPERVISION OF A PhD THESIS**

**Between**

The UNIVERSITY OF EAST ANGLIA,  
Norwich Research Park,  
Norwich,  
Norfolk NR4 7TJ  
United Kingdom

Hereafter called “UEA”, represented by its Director of Research Degree Programmes, [name],

AND

The [University]  
[Address 1],

Hereafter called “[XX]”, represented by its Vice-Chancellor, [Name],

Here establishing an Agreement for a cotutelle of thesis concerning [student], hereafter referred to as ‘the PhD student’ or ‘the student’

**PREAMBLE**

**For the University of East Anglia,**

In accordance with the General Regulations for Students, the Regulations, Policies and Codes of Practice and the Regulations for the degree of Doctor of Philosophy.

**For the University of [university], [XX]**

[in accordance with regulatory framework]

**Title 1 – ADMINISTRATIVE TERMS**

**Article 1.1 – Date of registration for the PhD, thesis subject and estimated duration of the research project**

[Student] is registered for a PhD at the UEA and for a [doctoral degree] at the [XX] for a double degree PhD at the Faculty of Science, [XX], by cotutelle, as from the academic year 2018/19

The subject of the thesis submitted by the PhD student is:

*[Thesis Title]*

The estimated duration of the research project is four academic years. This could be prolonged by specific Agreement between the two establishments, should both PhD supervisors agree to support such an extension. The extension would be formally ratified according to the conventions of the UEA and [XX] regulations.

### **Article 1.2 – Duration of the work periods in each establishment**

This agreement is valid for a maximum period of 4 years in the first instance, before or at the end of which the student should submit their doctoral thesis, in accordance with the regulations of both institutions and this cotutelle agreement, for examination.

The time spent in each establishment is envisaged as follows:

- Work period at UEA: xx months from xxxxx until xxxxxx
- Work period at [XX]: xx months from xxxx until xxxx

### **Article 1.3 – Registration fees**

The PhD student will be registered at UEA and [XX]. Registration will be maintained at UEA throughout the period of registration and fees will be payable throughout the period of study. Registration will also be maintained at [XX] and fees [fee arrangement]. Fees will be levied in accordance to the norms in force in each country and institution.

Should the PhD student not submit their thesis by the end of the four years, and in the event that they are allowed to extend their registration they will be liable for any continuation fees due for delayed submission and/ or extension of the period of registration as per UEA Regulations and as per the regulations of [University].

### **Article 1.4 – Insurance cover of the PhD student**

This will be in accordance with the relevant national and institutional policies and legislation in force, for the time that the PhD student spends at each institution.

The PhD student will be expected to make their own arrangements for personal, health and travel insurance cover, if required.

### **Article 1.5 – Accommodation of the PhD student in the host country and financial support**

At UEA the student will be based in the School of [School] and at [XX] within the xxxxxxxx.

Financial support for travel and accommodation [add appropriate sentence].

## Article 1.6 – Information and Data Sharing

This schedule sets out the terms and conditions under which personal data held by one party to this Cotutelle Agreement, may be shared by and with the partner, whether for processing or other legitimate reasons. Its purpose is to ensure compliance with the Data Protection Act (1998) or any successive legislation within the United Kingdom and / or its [national legislation] equivalent “xxxxxxx”. Each party will be expected to comply with the legislation in force within their own country when sharing, receiving and storing data. The personal data processing covered by this article relates to processing by the partners.

The term 'fair processing notice' means the notice provided to PhD students concerning personal data processing by that institution.

### Student Personal Data

The following information will be shared, for the following purposes:

- Contact details of students (updated as new information is received by either institution), for the purpose of running the student’s project or the Cotutelle.
- Students’ application forms and other application details (including personal statement and references), for the purpose of studentship selection, registering the students on the PhD, other necessary administration tasks of the Partnership, and any other purposes specified by the institutions covered in this Agreement directly to the student via the institutions' fair processing notices or their [other country] equivalent.
- Equal opportunities monitoring data, for UK or [other country] statutory monitoring purposes, and any purposes necessary to meet the requirements of an institution's internal equality and diversity policies.
- Information about any disability, sufficient to enable reasonable adjustments to be made by each institution to support students with disabilities (in addition to equal opportunities monitoring as above).
- Assessment data (i.e. any information held by all parties concerning the performance of a student on their programme of study). This may include sensitive personal data in the form of records of extenuating circumstances for extensions to submission deadlines or performance issues, and/or student work. Assessment data will be used primarily for the purposes of student progression but also (mainly in anonymised form) to support the joint and/or separate quality management processes of the institutions.
- Any other information needed to support the work of any jointly-constituted review panel for the quality assurance of any programme covered by this Agreement. This may include allowing access to the information by any external member of such a panel. Any personal data for this purpose will as far as possible be in anonymised form, but may include small datasets, which could allow individuals to be identified.

In addition to the above purposes, shared information may be used for any other purposes specified by the institutions covered in this Agreement directly to the student via their respective fair processing notices (which will normally be the same as, or similar to, their fair processing notices or equivalent issued to research students generally e.g. as part of registration processes).

### **Data Security**

UEA will apply appropriate security measures, commensurate with the requirements of Information Commissioner's Office as per Data Protection Principle 7, which states that: "appropriate technical and organisation measures shall be taken against unauthorised or unlawful use of personal data and against accidental loss or destruction of, or damage to, personal data".

[XX] will apply security measures, commensurate with the requirements of The [National] Data Protection Agency.

The parties agree to hold and transmit personal data according to the Security standards set by the Regulatory bodies in their respective countries.

### **Relationship between the Parties**

UEA and [XX] shall give reasonable assistance to each other as is necessary in order to enable that party to meet its obligations under the relevant Data Protection Act, in their country.

Each University will be separately responsible for answering external requests for personal data, which it receives in relation to this Cotutelle. However, when receiving any such request a party will inform the other through their nominated administrative contact. The nominated administrative contact will inform the Data Protection Officer of their University.

### **Article 1.7 – Immigration and Visa**

If needed UEA and [XX] will sponsor the student during their studies in line with the Immigration Rules of their respective countries, in force at the time of the sponsorship. It remains the responsibility of the student to secure the appropriate visas for all aspects of their study, including third countries if they plan to conduct fieldwork. In the event that the student cannot for any reason obtain the appropriate visa; or if their visa is curtailed by the issuing authority and an alternative or new one cannot be obtained; this Agreement will be considered to be terminated with effect from the last date of engagement with the course of study or the termination date of the visa, whichever is the earlier. The award holder will not normally receive financial or other compensation as a consequence.

It is the responsibility of the student to ensure that they comply with all legislative requirements of the UK Government, [other country] Government and any other relevant national and local authorities. They must also ensure that they comply with all conditions of their Visas. Where primary legislation or subsequent amendments conflict with any term of this Agreement the legislation or amendment will supersede the Agreement term. The award holder will not normally receive financial or other compensation as a consequence.

**Article 1.8 – Nominated Administrative Contacts**

**For UEA**

[Name]  
PGR Officer ([Faculty])  
Postgraduate Research Service  
Room 2.30  
Elizabeth Fry Building  
Norwich Research Park,  
Norwich,  
Norfolk NR4 7TJ  
United Kingdom

Email: [email]  
Telephone: +44 1603 59[number]

**For [XX]**

Email:  
Telephone:

DRAFT

## **Title 2 – SUPERVISING TERMS**

### **Article 2.1 – PhD Supervisors**

At [XX] the PhD student will prepare their PhD thesis under the supervision of [Partner Supervisor]

At UEA the PhD student will prepare their PhD thesis under the supervision of [UEA Supervisor].

For the purposes of UEA’s regulations, [UEA Supervisor] is designated the ‘Primary Supervisor’; for the purposes of [XX]’s regulations [XX Supervisor], is designated the ‘Primary Supervisor’.

The supervisory team will be jointly involved in the continuing assessment of the candidate’s work in progress. The degree regulations including probation, progression and assessment will be those of UEA.

### **Article 2.2 – Ethical, Health and Safety and General Regulations**

The student will be expected to ensure that they comply with the General, Ethical and Health and Safety regulations and expectations of both Universities. If these are in conflict the student must raise this matter with their supervisory team for advice and guidance. It would normally be expected that the more comprehensive regulations would be followed.

The student will be bound by the Regulations, Policies and Procedures of the University at which they are based during the time spent at UEA and [XX].

### **Article 2.3 – Probation**

Students will be recruited to the PhD programme at both institutions and will be required to pass the Probation assessment at UEA in order to continue on the programme at both [XX] and UEA. In the event that the student does not pass probation and is transferred to either the degree of Master of Philosophy or Masters by Research, this Agreement will become void.

For the avoidance of doubt failure to pass probation will be deemed as unsatisfactory performance, as set out in UEA’s Regulations for Attendance, Engagement and Performance.

At UEA, if permitted to transfer, the student can continue on the degree to which they have been transferred in accordance with the Regulations of that degree. They will become liable for all fees and other costs related to that degree from the point of transfer.

#### **Article 2.4 – Variation to agreement terms**

Where primary legislation or amendments to legislation currently in force, in either the UK or [other country], prevent the variation of any term of this Agreement the legislation or amendment will supersede the Agreement term. The award holder will not normally receive financial or other compensation as a consequence.

Both [XX] and UEA retain the right to make additional variations to the Agreement, if necessary. This would be in line with their Policies, Regulations or Codes of Practice. Such variations must be formally approved by both parties and the student should be made aware prior to the change being implemented.

Where following the conclusion of the probationary process the student either chooses to or is required to withdraw from the PhD programme without transfer to an alternative programme, their candidature at both institutions will cease from the date that the process is complete.

#### **Article 2.5 – PhD thesis examination**

1. The thesis will be submitted to UEA and the [XX], in accordance with the submission requirements of both Universities, and examined according to the established procedures at UEA.
2. Examiners will be nominated in accordance with the appointment processes at UEA and ratified in accordance with the appointment of examiners processes at UEA. The assessment committee must, however also be approved prior to the oral examination by the [XX].
3. The PhD thesis will give rise to a single defence recognised by the two interested parties and will take place at UEA.
4. The PhD thesis examination will have representatives from both countries: an internal examiner from UEA and an internal examiner from [XX], neither of whom will have supervised the student, in addition to an external examiner from a University not party to this Agreement. The examiners' reports of the defence will be recognised by all parties to this Agreement, and ratified according to the regulations for the PhD at UEA and for the PhD at the [XX].
5. The travel expenses of the representative of the [XX] are the responsibility of that University. Payment of the external examiner's fee and travel expenses incurred by the external examiner will be met by UEA.

## **Article 2.6 – Language**

The thesis will be written and orally examined in English. It will be accompanied by a written summary in [language]

## **Article 2.7 – Award of the degree**

Each of the Universities agrees to deliver an award if the PhD student is successful in the thesis defence. UEA will award the degree of Doctor of Philosophy (PhD). [XX] will award the degree of Doctor of Philosophy (PhD). [XX] will provide a testimony stating the degree was obtained in association with UEA. UEA will provide an accompanying statement that the award is for a thesis jointly supervised by the University of East Anglia and the [XX], in addition to the UEA degree parchment.

## **Article 2.8 – Methods of deposit, identification, reproduction, publication and conservation of the thesis**

These are governed by the applicable regulations at UEA. [XX] requires the provision of an electronic copy of the thesis, in the format specified within their regulations, for University records.

## **Article 2.9 – Intellectual Property<sup>1</sup>**

1. For the avoidance of doubt all Background Intellectual Property used in connection with the doctoral research project shall remain the property of the University introducing the same.
2. Each University hereby grants to the other University a royalty-free, non-exclusive, non-transferable, license to use its Background and or Foreground Intellectual Property where this Background and or Foreground Intellectual Property is reasonably required by the other University to perform their part of the doctoral research project.
3. All Foreground Intellectual Property arising from the doctoral research project shall belong to the University generating the same.
4. Each University hereby grants to the other University a royalty-free, non-exclusive, non-transferable, license to use its Foreground Intellectual property for academic, teaching and research purposes only.
5. In respect of jointly generated Foreground Intellectual Property, where either University wishes to make use of jointly generated Foreground Intellectual Property for commercial

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### **<sup>1</sup> Definitions**

“Intellectual Property” means any intellectual property rights including (without limitation) any confidential information, know-how, invention, improvement, patent, design, process, information, copyright work (including rights in and to technical processes, systems, methods, software design, algorithms, code, scripts and/or other computer software), rights in databases, topography right, domain name, trade mark, trade name or get-up (whether capable of being registered or not), or application to register any such right and any other intellectual property right of any nature whatsoever in any part of the world.

“Background Intellectual Property” means Intellectual Property that is in the possession of the University before the start of the doctoral research project or is generated independently of the doctoral research project.

“Foreground Intellectual Property” means Intellectual Property that is discovered, created, generated or reduced to practice in performance of the doctoral research project.



purposes, both Universities agree, prior to any commercial use, filing of a patent or other Intellectual Property registration, to negotiate the ownership and commercialisation of the Foreground Intellectual Property, which shall take into account the relative inputs made by each University.

6. The PhD student will be required to assign their Intellectual Property in accordance to the terms and conditions of this Agreement, prior to the commencement of the doctoral research project.

#### **Article 2.10 – Data Confidentiality and Publication**

Protection of the subject of the thesis, together with its publication, development and protection of the results of the research carried out at the two laboratories by the student will comply with the specific procedures of the Universities involved in this agreement.

Each University works on the general principle that all research should be open access but also respects the fact that research and research output can be sensitive with respect, for example, to getting papers published.

For this reason a request by either Institution, through the Supervisor or the PhD Student can be made to temporarily (up to 3 years) restrict access to a thesis (embargo), in accordance with UEA Regulations and Policies on embargo. Where an embargo is agreed the thesis will not made available in the UEA or University of [university] online repositories or shared in any way.

#### **Article 3.0**

The present Agreement holds as long as necessary for the completion of the doctoral degree. The Agreement will be reviewed on an annual basis by each institution and may be terminated if good reason is found to do so. In addition the Agreement may be terminated at the request of the doctoral candidate with one calendar months' notice. As long as the Agreement is in force the institutions commit themselves to supporting the doctoral candidate in continuing the project.

# Signatory Page

Completed in six original copies,

\_\_\_\_\_, \_\_\_\_\_ <<Date>>  
*Signature of the PhD student – [name of candidate]*

**For the University of East Anglia**  
Norwich, \_\_\_\_\_ <<Date>>  
[name]  
Director of Research Degree Programmes  
*Signature*

**For the [XX]**  
[location], \_\_\_\_\_ <<Date>>  
[name]  
Head of Department  
*Signature*

\_\_\_\_\_  
[UEA Supervisor]  
PhD Supervisor  
*Signature*

\_\_\_\_\_  
[name of XX Supervisor]  
PhD Supervisor  
*Signature*

\_\_\_\_\_  
*Date* \_\_\_\_\_

\_\_\_\_\_  
*Date* \_\_\_\_\_