**SPECIFIC COLLABORATION AGREEMENT BETWEEN POMPEU FABRA UNIVERSITY AND UNIVERSITY XXX FOR THE CO-SUPERVISION OF A DOCTORAL THESIS**

**BETWEEN**

The party of the first part, Mr. \_\_\_\_\_\_\_\_\_\_\_\_, the honourable rector of Pompeu Fabra University (UPF), with tax identification number (NIF) Q-5850017-D and based in Barcelona, Plaça de la Mercè, 10-12, *the Kingdom of Spain (only if the other foreign university is public),* acting for and on behalf of the aforementioned institution, by virtue of what is laid out in art. 20 of Organic Law 6/2001 on Universities, of 21 December, articles 50 and 52 outlined in the statutes of Pompeu Fabra University, approved by Decree 209/2003, of 9 September and amended by the GOVERNMENT AGREEMENT GOV/203/2010, of 9 November (full text published in the DOGC, issue no. 5756 of 16 November 2010) and GOVERNMENT AGREEMENT GOV/129/2015, of 4 August, and in accordance with Decree 20/2021, of 18 Mai, on his appointment as rector of Pompeu Fabra University.

and the party of the second part, *(name and post, official address, formal authorisation, any applicable legislation, etc.)*

Both parties mutually recognize their legal capacity to sign this agreement, and

**HEREBY DECLARE**

1. That both institutions have an interest in establishing and developing scientific cooperation between the research groups of both institutions, and that to do this it is of particular interest to them that doctoral students from either institution enjoy maximum mobility.
2. That, for the purpose of achieving a high degree of efficacy and efficiency in their respective fields, both institutions deem it appropriate to undertake collaboration initiatives in research.
3. That both parties deem it to be of interest to collaborate in the co-supervision of doctoral theses and in the recognition of doctoral certification.
4. *(only in the event that the other party is a public university). That this agreement does not entail the acceptance of any kind of international legal commitments.*

Pursuant to what has been outlined above, both undersigned institutions

**AGREE TO**

Sign, in accordance with the current legislation governing doctoral studies in Spain and in \_[*country]\_\_\_\_*\_\_\_\_\_\_\_\_\_, this specific agreement on DOCTORAL CO-SUPERVISION for doctoral student:

*Name and surname(s):*

*DNI (or equivalent national identity number):*

*Doctoral programme at UPF:*

*Doctoral programme at University X:*

*Title of doctoral thesis (optional):*

The undersigned institutions thereby enter into this agreement, in accordance with the following

**CLAUSES**

**First: REGISTRATION, ENTRY, ADMISSION AND ENROLMENT**

**Registration, entry and admission:**The conditions for registration, entry, admission and enrolment, within the framework of the co-supervision system, are governed by each of the universities’ applicable regulations in relation to doctoral studies.

**Enrolment:**The student must enrol each year for the supervision and continuous assessment of their doctoral thesis, including for the academic year they deposit their doctoral thesis.

*Enrolment at UPF*: the doctoral student will have to pay the public price for academic teaching services established by the Catalan government, as well as any other prices approved by the UPF Board of Trustees.

*Enrolment at University X:* the doctoral student will have to pay\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Applicable regulations at UPF:*

The candidate will have to meet the academic and admission requirements set by the doctoral programme for which the student has been accepted, as well as the general regulations established by Royal Decree 99/2011, of 28 January, on official doctoral studies, the academic regulations on doctoral studies at UPF and the academic regulations on the co-supervision of doctoral theses at UPF.

*Applicable regulations at University X:*

**Second: DOCTORAL THESIS SUPERVISION**

Any doctoral student receiving co-supervision will undertake their thesis under the supervision and responsibility of, at least, one thesis supervisor in each of the two universities. The supervision will have to be carried out in a coordinated manner.

***At UPF, the thesis supervisor is Dr.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***At University X the thesis supervisor is Dr.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

The thesis supervisors commit to fulfilling their role as supervisor to the doctoral student.

The duties attributed to the thesis supervisor, according to the applicable regulations of each of the universities, will be carried out jointly by the two supervisors.

**Third: DEADLINE FOR DEPOSITING THE DOCTORAL THESIS**

The preparation time for the doctoral thesis up to its defence will be regulated by the rules of each university.

The doctoral thesis must be deposited in both universities before: (INDICATE DATE)

**Fourth: RESEARCH PLACEMENTS**

The minimum amount of time for a research placement in each of the universities is nine months, which can be undertaken in a single period or spread across several.

The calendar for these placements is as follows:

*UPF: specify research placement dates*

*University X: specify research placement dates*

**Fifth: Doctoral thesis ASSESSMENT BOARD**

The appointment of the assessment board before which the doctoral thesis must be defended will be agreed upon by both universities, and its composition will be in accordance with the current regulations in the country where the doctoral thesis defence is to take place. All members of the assessment board will be doctors of and experts on the subject matter.

Thesis supervisors can only form part of a five-member assessment board as long as the relevant bodies of each university give their approval *(this will only be accepted for assessment boards that are not formed in Spain).*

The assessment board for the thesis defence will be formed by (NUMBER) members.

Any travel expenses for professors that form part of the thesis assessment board will be borne by the university where the doctoral thesis defence will take place.

**Sixth: DEFENCE AND GRADING OF THE DOCTORAL THESIS**

The defence of the doctoral thesis will take place in one of the two universities party to the co-supervision agreement. The assessment board will perform its assessment following the regulations of the university where the doctoral thesis defence takes place and must grade the doctoral thesis in accordance with the doctoral thesis grading systems in place in each of the universities.

The university where the defence takes place will provide the other university with a certificate that will include the date of the defence, name and surname(s) of the board members with their affiliation and the awarded grade.

*The doctoral thesis will have to undergo a single defence at University X.*

The doctoral student can request that their thesis defence be undertaken by videoconference. This request will be authorised by the university where the defence is to take place, according to its rules and regulations. In any case, it must be ensured that the defence is undertaken in a public session.

The price established for the defence of a doctoral thesis will be paid to the university where the defence takes place.

Doctoral theses defended in the framework of this agreement will be recognised by the undersigned universities in accordance with the relevant regulations.

**Seventh: LANGUAGE AND FORMAT OF THE DOCTORAL THESIS**

The doctoral thesis will be written in \_\_\_\_\_\_\_\_ (language), with a summary written in \_\_\_\_\_\_\_ (language).

The language for the defence of the doctoral thesis will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The format of the doctoral thesis will be the one established at the university where the doctoral thesis defence will take place.

**Eight: DOCTORAL CERTIFICATE**

Based on a single doctoral thesis defence, each university commits to giving its own corresponding doctoral certificate, following payment of the issuance fee.

At UPF the doctoral certificate will read: Doctorate awarded by Pompeu Fabra University and will include on the back: “Thesis under co-supervision with University X”

At University X *the doctoral certificate will read: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Ninth: DATA PROTECTION (non-EU and non-EEA (European Economic Area) countries.

Each party shall comply with its obligations under all applicable data protection and privacy legislation and regulations in respect of personal data processed in relation to this Agreement.

* 1. The parties agree that the nature of the relationship between them is such that sharing of Data is on a Data Controller to Data Controller basis. The parties agree that for the purposes of this agreement ‘Data Controller’ means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
	2. The parties agree that each party is responsible for obligations incumbent on a Data Controller according to the applicable data protection legislation and that neither party is liable for any actions of the other party which might breach those obligations. The parties agree that they are neither joint Data Controllers nor Data Controllers in common. In the event of one party receiving a Subject Access Request or Rectification, Erasure, Objection or Restriction of Processing, Data Portability Requests, and Rights related to Automated Decision Making including Profiling which covers Data received from the other party, it will consult with the other party before responding.
	3. Each Party shall take appropriate technical and organisational measures to ensure the security of personal data processed in connection with the Agreement and to guard against unlawful or unauthorised processing, accidental loss or destruction of, or damage to, the personal data.
	4. Each Party shall co-operate and provide to the other all necessary assistance as may be reasonably requested by the other to enable the other to comply with its obligations under the Data Protection Legislation applicable to it.
	5. Each Party shall ensure that, where collecting personal data, it takes all necessary steps, consents and permissions to secure the lawful sharing and transfer of such personal information with the other Party.
	6. The Parties agree that the transfer of personal data between them may be necessary to:

i. facilitate assessment and progression by both Parties;

ii. facilitate the performance of the doctoral thesis research project;

iii. facilitate the organization of the defence of the doctoral thesis;

iv. facilitate the appropriate issue of the corresponding PhD certificate.

* 1. Personal data provided by either Party to the other will only be used by the receiving Party for the purposes of this Agreement.
	2. In case the performance of the doctoral thesis research project requires the processing of personal data of third parties, the Parties agree to take all necessary steps, consents and permissions to secure the lawful sharing and transfer of such personal information with the other Party.
	3. Each Party agrees to be bound by the Standard Contractual Clauses which are incorporated into this Agreement through the Annex I, which have been endorsed by the European Commission, and the Spanish Data Protection Agency after the approval of the General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR). Considering the GDPR, each Party agrees that the Rights of access, rectification, erasure and blocking of data in the Standard Contractual Clauses shall be understood as including the Rights of Access, Rectification, Erasure, Objection, Restriction of processing, Data Portability and Rights related to Automated Decision Making including Profiling (*appendix to be completed*)

**Tenth: MISCELLANEOUS**

The doctoral student, during their time at either university, will be responsible for their social and healthcare coverage.

The conditions pertaining to the deposit of the doctoral thesis, its reproduction or the use of its findings, and to the relevant copyright and intellectual property rights will be those established in the current regulations of each country.

For any questions relating to the administrative management of this agreement and its annex, please write to:

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| --- | --- |
| ***Universitat Pompeu Fabra*** |  ***[University name]:*** |
| *Department Secretary [name]* |  |
| *[address]* | *[address]* |
| *[email]* | *[email]* |

**Eleventh: DURATION AND VALIDITY OF THE AGREEMENT**

This agreement will enter into effect as of the date of its signing and will have a duration of four years.

**Twelfth: CAUSES FOR THE EXPIRY OF THE AGREEMENT**

The agreement expires when its purpose has been fulfilled, especially when the doctoral student is in a position to be awarded doctoral certification.

The following are grounds for the termination of this agreement:

* Expiration of the agreement term.
* Clear non-compliance with what is stipulated in the agreed clauses.
* Declaratory judgement to nullify the agreement
* Mutual agreement between the undersigned parties, giving six months notice.
* Any other grounds stipulated by law.

**Thirteenth.- SYSTEM FOR AGREEMENTS AND SETTLING DISPUTES**

For settling any disputes or contentious issues arising from this agreement, the parties will try to find a mutually agreed upon and amicable solution. If this mutually agreed upon and amicable solution is not possible, the parties give their consent to undergo international arbitration. Designated for this purpose is the (NAME OF THE ARBITRAL TRIBUNAL).

And as evidence of their acceptance of the content of this agreement, the parties hereby sign two copies in the place and on the date indicated below.

|  |  |
| --- | --- |
| By Pompeu Fabra University | By *[name of the university]* |
| *Rector of UPF**Name and surname(s)**Place and date* | *(post)**Name and surname(s)**Place and date* |

***6***