

Agreement for joint supervision of doctoral studies leading to the award of a joint or a dual doctoral degree

between

Technische Universität Dresden, Faculty of

and

[UNIVERSITY 2]

Article 1 – Purpose

In furtherance of the common aim of stimulating scientific cooperation and promoting the mobility of researchers, this agreement sets out the framework for co-supervision of the doctoral studies of:

Doctoral candidate: **[Name of doctoral candidate]**
(hereafter referred to as “the doctoral candidate”)
at the **Technische Universität Dresden**

and the University of **[University 2]**

The provisional title of the doctoral candidate's research project is: **[Specify title of the research project]**

A summary of the research project is presented in Appendix 1.

Article 2 – Application of national legislation and university regulations

Nothing in this agreement shall be taken to overrule national legislation, guidelines and frameworks or university regulations covering doctoral studies and the award of doctoral degrees in either of the two countries. All parties commit themselves to acting in conformity with the two universities' regulations and codes of practice covering doctoral awards and to seeking a resolution by mutual consent of any difficulties that might arise in the interpretation of such regulations.

The doctoral candidate must meet the relevant requirements of both universities regarding admission to the doctoral programme, progress and assessment.

Article 3 – Distribution of work time

The doctoral candidate and his/her co-supervisors will agree how the doctoral candidate's work time is to be divided between the two universities, taking into account the needs of the research and the circumstances of the doctoral candidate. A timetable outline is set out in

Appendix 2 of this agreement. Variations to the timetable will be agreed upon between the doctoral candidate and his/her co-supervisors.

Article 4 – Registration and registration fees

Both universities will make arrangements to ensure as far as possible the unimpeded progress of the doctoral candidate's work throughout the duration of his/her studies, including the preparation of the dissertation and the dissertation defence. Throughout his/her doctoral studies, the doctoral candidate will be formally registered at both institutions¹ and pay the required institutional fees.

Article 5 – Social security and insurance cover

It is the doctoral candidate's responsibility to have the necessary insurance cover as required by the relevant national legislation of the two countries/institutions.

Article 6 – Co-supervisors of doctoral studies

The candidate's doctoral studies will be pursued under the joint main supervision of:

[First/LAST NAME, position at Technische Universität Dresden]

and

[First/LAST NAME, position at University 2]

Both supervisors undertake to carry out the role of supervisor of the studies of the doctoral candidate to its full extent, as defined by the regulations in force at their respective universities, and to support each other in the execution of their duties as supervisors. The two co-supervisors will confer regularly with regard to the progress of the doctoral candidate. Should one of the co-supervisors leave their university, the university's normal procedures for finding a replacement supervisor will be followed, with the involvement of the co-supervisor. If a suitable co-supervisor cannot be found, the agreement will be terminated and the doctoral candidate will continue his/her studies towards the doctoral degree at the university of his/her remaining supervisor.

Article 7 – Exchange of information

The two universities, through the two co-supervisors, will communicate to one another all the information and documentation needed for the joint supervision of the candidate's doctoral studies and the preparation and submission of the doctoral dissertation. Administrative contact points should be established at both universities.

Article 8 – Requirement for satisfactory progress

Continued registration for the doctoral degree, as defined in this agreement, depends on the doctoral candidate making satisfactory academic progress, as defined in the academic regulations of the two universities. Should any concerns arise, consultation will take place involving both co-supervisors before the normal procedures at the involved universities are invoked.

Article 9 – Presentation of the doctoral dissertation

¹ At the TU Dresden, registration refers to the respective faculty's „Doktorandenliste“; it is at the discretion of the doctoral candidate whether he/she would also like to enrol as a doctoral student.

The doctoral dissertation will be presented at a place agreed upon between the doctoral candidate and his/her two supervisors and in line with the respective doctoral degree rules and policies. This should include explicit arrangements concerning the place of the oral examination and the language of the thesis.

Article 10 – Language

The language in which the doctoral dissertation and its summary are written, and the language in which the dissertation defence is to be conducted, will be agreed by the doctoral candidate and his/her co-supervisors, taking into account the requirements of both universities.

Article 11 – Assessment of the doctoral dissertation

The thesis will be submitted and examined according to the policies, procedures and guidelines at both the Technische Universität Dresden and University 2 including the completion of any necessary coursework component or additional requirements such as a “rigorosum”.

Admission to the doctoral examination procedure is determined by the competent authorities of the Technische Universität Dresden and the University 2.

The oral examination (dissertation defence) takes place once, either at Technische Universität Dresden or at University 2 and is recognised by both parties.

The dissertation committee consists of scientific members of the Technische Universität Dresden and scientific members of the university 2. The chairperson of the commission will be a member of either the Technische Universität Dresden or the university 2. The competent authority of the partner universities is responsible for the appointment of the internal and external members of the dissertation committee. Should external members be appointed, who do not come from either of the two degree granting institutions, they will become additional members of the committee.

Article 12– Intellectual Property

The student, the supervisors and the universities will comply with the relevant institutional Intellectual Property Policies in order to protect the doctoral research and the publication of research results. In the event of potential commercialisation of the research program intellectual property, the universities, which must have authority to negotiate on the student's behalf, will negotiate in good faith the commercialisation of any intellectual property arising from the research program in accordance with their respective Intellectual Property Policies.

Article 13 – Award of degree

Subject to the satisfactory completion of all award requirements, the successful completion of the oral examination and on the basis of a favourable report by the doctoral committee, the two universities are both committed to jointly award the doctoral degree and to provide a single certification of this. Based on a favourable report by the doctoral committee the final decision on the part of TU Dresden to award its degree is subject to confirmation by the doctoral studies board.

Both institutions undertake to confer the degree of ... of Technische Universität Dresden and ... of University 2.

The two institutions recognise the validity of the joint supervision and the validity of the diploma granted. The joint doctoral diploma will give notice of the fact that the doctorate was prepared on the basis of a Co-tutelle Agreement. It will be signed and sealed by the responsible authorities at both universities.

The diploma will entitle the doctoral candidate to only use either the German or the ... form of the doctoral degree.

A decision by one university not to award the degree does not preclude the other university from awarding the degree. A decision by one university to award the degree does not entail the obligation for the other university to award the degree.

Article 14 – Entry into effect and termination

The present agreement will take effect upon signature by the representatives of the two universities and by the doctoral candidate. The agreement terminates on fulfilment of its subject matter or in one of the following cases:

- by the mutual consent of all parties;
- by the doctoral candidate, in writing, giving a summary of the reasons for the decision;
- by either university, if a suitable replacement co-supervisor cannot be found;
- by either university, should the candidate be in serious and ongoing breach of the regulations of the university;
- by either university, if the doctoral candidate fails to make satisfactory academic progress and the normal procedures of the university for dealing with the problem have not been effective.

Before a termination prior to the fulfilment of its subject matter is contemplated, there must be consultation between the parties.

Done in **3** original copies.

Authorising officers

For **Technische Universität Dresden**

Name:
Position: Dean of the Faculty of
Date:
Signature

For **[University 2]**

Name:
Position:
Date:
Signature

Name:

Position: Chairperson of the Doctoral Studies
Committee
Date:
Signature

Name:
Position: **Co-supervisor of the doctoral
candidate**
Date:
Signature

Name:
Position: **Co-supervisor of the doctoral
candidate**
Date:
Signature

Agreed by the doctoral candidate
Name:
Date:
Signature