**THESIS CO-DIRECTION AGREEMENT WITH A FOREIGN UNIVERSITY**

According to the 2016 May 25 decree about the national procedure of doctorate graduation, the tutorship of PhDs can now be shared with a Foreign tutor.

**Between**

**THE UNIVERSITY CLERMONT AUVERGNE**

An experimental University (Siret number: 130 028 061 00013, code APE 8542Z, address: 49Boulevard François Mitterrand CS 60032 - 63000 CLERMONT FERRAND) , represented by Mathias Bernard, President

Acting on behalf of **the Doctoral School of affiliation XX** represented by **XX**, its director.

**And**

**THE UNIVERSITY OF ………………………………..**

**Name :**

**Address :**

**Country :**

Represented by its Doctoral School ………………………………….

**Et**

L’ENTREPRISE

 Dénomination :

Adresse précise :

Pays :

*Représentée par :*

**Decide on the following elements :**

**Preamble**

This agreement can be used in the following cases:

* Between a UCA professor and a professor who is not UCA (and belongs to another French or Foreign university)
* Between a UCA professor and a professional having the required skills to co supervise a PhD

.

**The case of cotutorship agreement is dealt with by a specific agreement in accordance with the Order of 25 May 2016 establishing the national framework for training and the procedures leading to the award of the national doctoral diploma.**

**Article 1**

The University Clermont Auvergne (UCA)

and

 The university of ……………………………….start a collaboration through the research centers named :

🞍 UCA :

🡺…………………………………

🞍 OU :

🡺……………………………………………………………………………………………….

So as to allow:

Mrs ………………………………………………..

To prepare a PhD on the following subject:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

#### In the following area: ……………………

**Article 2**

According to the above mentioned Article 14 of the Order of 26 May 2016,the legal duration of research project performed on a full-time basis is 36 years. For a student working part time the maximum duration of the project is 72 months. Any demand for an extension of this period will be carried out by means of a contract amendment.

The co direction is made by :

* *Name– first name – title*… for the University Clermont Auvergne
* *Name– first name – title*… for the Partner University

The thesis supervisors undertake to exercise fully and jointly, with the doctoral student, the competences assigned to them and to respect the doctoral charter in force in their respective institutions.

* **The tutor** (*Name– first name )*… from the (University *Name)* is fully responsible.

\**When the co-director is a person from the socio-economic world who does not belong to the academic world, the number of co-directors may be increased to two*

 **Article 3**

The registration to the doctoral training and courses of Mr/Mrs …………………… is planned to begin on………………..

The registration fees are to be paid annually to the University………………………. (\*the university awarding the degree/leading university) for the duration of her PhD.

He/She is affiliated to the Doctoral School ……………………………………..of this University.

The doctoral student will have to follow the training of the doctoral school in which he/she is registered.

During the entire period of preparation of the doctoral thesis, the doctoral student keeps his/her status as a student of (\*the university that issues the degree/leading university) and remains under its responsibility.

**Article 4**

The jury is appointed by the President of the university into which the student is registered, after validation of the Head of the doctoral school and of the two thesis supervisors. The composition is established in accordance with the regulations on doctoral training in force.

The defense and its registration will take place at the University X.

According to the Article 19 of the Order of 25 May 2016, the defense is public unless an exemption is exceptionally granted by the head of the establishment, if the subject of the thesis is of a proven confidential nature. If it is the case, all precautions will be taken by University X and the student to delay any publication or disclosure of the thesis.

The University X will deliver the diploma of Doctorate/PhD

**Article 5**

The preparation of the thesis can be carried out in alternate periods in each of the two partner institutions. This duration is divided by the doctoral student in agreement with his/her two thesis supervisors according to the scientific requirements and the conditions of the thesis preparation.

During the stays in the host laboratory, the doctoral student must respect the internal regulations of the laboratory and of the host institution concerning work organisation, hygiene and safety measures. In case of serious breach of these rules, the laboratory director may terminate the co-supervision by notifying the president of each of the universities concerned.

**Article 6**

Each institution undertakes to treat as confidential, not to disclose to third parties and not to copy, reproduce or distribute to any natural or legal person whatsoever, whether in return for payment or free of charge, in any form whatsoever, any information, such as data, files, documents, systems, software, know-how, methods, knowledge, strategies, management or organizational plans, operating processes, documentation belonging to the other establishment, of which it may acquire knowledge during the performance of the present agreement, directly or indirectly (hereinafter referred to as "confidential information"), and to only use the Confidential Information in the framework of the present agreement.

As soon as it receives information considered confidential each institution agrees to:

* Take the same measures as the ones applied of its own Confidential Information to prevent its publication or disclosure to third parties;
* not to use the mentioned information for other purposes than those covered by this agreement; take the necessary measures with its staff to prevent and avoid any disclosure of the confidential information to a third parties in any manner whatsoever.

This confidentiality obligation does not cover:

- information made accessible to the public at the time of its communication to the recipient institution or which becomes accessible subsequently through no fault of the latter

- the information known by the recipient institution before its communication

- information obtained from third parties by legitimate means and without any obligation of secrecy. The provisions of the present article shall survive the expiry, resolution or termination of the present agreement, whatever the cause, for a period of five (5) years from the said expiry, resolution or termination.

Notwithstanding the previous paragraph, with regard to the results of the doctoral student's research work within the framework of the present agreement, the provisions of the present article shall survive the expiry, resolution or termination of the present agreement, regardless of the cause, for a period of two (2) years from the said expiry or termination.

Furthermore, the doctoral student undertakes to respect the confidentiality of all scientific documents and information (or of any other nature) to which he/she will have access, directly or indirectly, during his/her activity in the above-mentioned laboratories.

The same applies in particular to all manufacturing secrets of materials, processes or inventions, whether or not they can be patented, or protected by any intellectual property right other than a patent

**Article 7**

The present agreement is signed for a duration of 3 years from the date of first registration indicated in Article 3.

**Article 8**

All change or extension (after request for exemption) of this agreement will take place by the means of an addendum, in two copies, signed by both parties.

**Article 9**

In the case of a disagreement between the parties, related to the interpretation and/or the execution of the present agreement, the parties shall endeavor, prior to any legal action, to seek an amicable solution.

If there is no amicable solution, the conflict will be dealt with by the competent jurisdiction.

**Written in two copies**

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| The / / For the University Clermont AuvergnePresident,**Mathias BERNARD** | The / / For the partner UniversityPresident/rector,**Name** |

**VISA**

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| --- | --- |
| The / / For the University Clermont Auvergne,Head of the Doctoral school,**Name**  | The / / For the partner UniversityHead of the Doctoral school,**Name** |
| The / / For the University Clermont Auvergne,Head of the Laboratory, **Name** | The / / For the partner UniversityHead of the Laboratory, **Name** |
| The / / For the University Clermont Auvergne,Thesis (co)tutor,**Name** | The / / For the partner University Thesis (co)tutor,**Name** |
| The / / The student,**Name** |

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