**Convention on the Implementation of the Framework Cooperation Agreement signed on ...………**

**International Joint PhD Supervision Agreement**

**BETWEEN**

**The University of Reunion Island**

A Public Scientific, Cultural and Professional Establishment (EPSCP),

15 Avenue René Cassin - CS 92003 - 97744 Saint-Denis Cedex 9

Reunion Island, France

Reg. No. SIRET 19 974 47800000016

Represented by its Vice-Chancellor

Acting in the name and on behalf of the …………………… Research Unit

Director:

hereinafter referred to as “UR”

**AND**

**The Higher Education Institution** .……………………………

(Address) …………………………………………………………

Country .……………………………………………………………

Represented by …………………………………….

Acting in the name and on behalf of ……………………….. (*Research Unit*)

Director:

hereinafter referred to as “………”

Hereinafter together referred to as the “Parties.”

In view of the Education Code, in particular articles L 123.7, L 612-7;

In view of Decree dated 25 May 2016 establishing the national training framework and procedures leading to the award of the national PhD degree;

*(Partner’s regulatory references may be inserted here if necessary)*

**Whereas:**

International PhD joint supervision promotes mobility of doctoral students in different scientific and cultural areas and fosters the development of scientific cooperation between French and foreign research teams.

Under the guidance of a PhD supervisor in each of the two countries concerned, doctoral students conduct their research in both joint supervision countries under the terms and conditions established by mutual agreement on the principle of reciprocity.

**Now, therefore, it is agreed as follows:**

The University of Reunion Island, accredited to award the PhD, and .…………………………… (*Partner),* similarly accredited in its own country, agree to the joint supervision and approval, in both institutions, of the PhD prepared under international joint supervision. The purpose of this Convention is to organize such international PhD joint supervision as follows:

# PART I: ADMINISTRATIVE ARRANGEMENTS

# Article 1 - Doctoral Student Registration

SURNAME: …………………………………….. FIRST NAME: ……………………………….

Date of Birth: ……………………………… Nationality: …………………………….

Gender: F [ ]  M [ ]

Address: ……………………………………………………………………………………………………..

Email: ………………………………………………………….

fulfils all necessary conditions for registration in PhD with partner institutions.

Annual enrolment in both doctoral schools is mandatory, regardless of the payment of tuition fees.

UR registration shall be made with the ………………… (*name and ED number*) Doctoral School (ED), in the ………………… Research Unit, for …………………… *(PhD name and subject).*

…………………….. (*name of partner institution*) registration shall be made with the ………………… (*name*) Doctoral School, for …………………… *(PhD name and subject).*

PhD subject: .……………………………………………………….………….. *(specify full title)*

Administrative registration may be made as soon as this Convention is closed.

**Article 2 - Registration Fees**

Registration fees shall be paid each academic year by the doctoral student at only one of the institutions party to this Convention.

By mutual agreement, the Parties agree that where the doctoral student pays their registration fees with .……………………………….. *(name of establishment)*, they shall be exempt from registration fee with ...……………………………… *(name of establishment),* and vice versa*.*

**Article 3 - Expected Duration of Research Work and Presence in each Institution**

Estimated duration of research work is ..……... (*in full: xxxx*) years.

Preparation of the joint PhD under this Convention shall take effect as of the month of signature of same for the academic year .……………… *(insert academic year).*

The PhD shall be prepared in alternating and balanced periods between the two partner institutions as per the following distribution:

* ………………………… .at UR (minimum 30%);
* ………………………… .in the partner establishment (xxx%).

This provisional allocation may be adjusted in the light of the circumstances and on justified request.

At UR, .………………….. *(name of doctoral student)* shall prepare their PhD with Research Unit ...……………………… *(insert name)*.

At …………………. *(name of partner institution)*, .…………………. *(name of doctoral student)* shall prepare their PhD with Research Unit/Department ..………………………. *(insert name)*.

Doctoral schools shall check the effectiveness of alternating periods of work on production of supporting evidence provided by the doctoral student.

**Article 4 - Social Welfare & Civil Liability**

During their stay in.…………… (*host country*), (*name of doctoral student*) shall benefit from the following social security coverage: *(specify; for example in France: student social security scheme, employee scheme, personal insurance)* and the following liability insurance: *(specify)*

……………………………………………………………………………………………………………………………………………………………..…………………………………….

If necessary, they shall provide proof of social security coverage and civil liability insurance to the partner institution. The relevant supporting evidence shall be produced by the doctoral student on registration.

**Article 5 - Accommodation**

The host institution shall do its best to help the doctoral student find accommodation within the limits of its resources and capacities.

**Article 6 - Financial assistance granted *(where applicable)***

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

During their stay abroad, the doctoral student shall continue to receive scholarships or loans from their institution or national and/or local authorities granted for studies at their home university.

**PART II: TEACHING ORGANISATION**

**Article 7 - Thesis Supervision**

The doctoral student shall carry out their work, in each relevant country, under the supervision of:

* **UR PhD Supervisor:**

Name: Mr/Mrs ……………………………

Title: ……………………………

Research Unit: ……………………………

* **…………** (*partner institution*) **PhD Supervisor:**

Name: Mr/Mrs ……………………………

Title: ……………………………

Research Unit: ……………………………

The abovementioned supervisors shall fully and collaboratively carry out their supervisory functions for the doctoral student and consult each other regularly, at least once a year .…….. (…… *in letters*) months, on the doctoral student’s research work progress.

Both PhD supervisors shall ensure that the provisions of this Convention are implemented in their respective institutions.

**Article 8 - Support Arrangements**

Each institution shall provide the doctoral student with an equipped workspace allowing them to access the Internet, various databases and print documents. The student shall also have the opportunity to take part in seminars and may request funding reserved for doctoral students to communicate on their research (assistance with funding for conferences and symposia).

All non-French-speaking students will be required to follow at least .…….. hours of French as a foreign language instruction offered by UR’s *Maison des Langues* (Language Centre). The partner institution shall do its best to provide equivalent training to French-speaking doctoral students during their stay.

**Article 9 - Recognition of Academic Achievement**

In agreement with the UR Director of the relevant doctoral school and the PhD supervisor, the doctoral student shall follow training courses allowing them to validate at least …... credits.

The doctoral student will have to follow training courses at ……………….. leading to the validation of ……. credits.

Validation of all credits by both institutions will allow the doctoral student to defend their thesis.

**Article 10 - Thesis Writing**

The thesis shall be written in ……………………………... (*French or official language of the partner country).* Where the language of the thesis is not French, a substantial summary in French shall be added.

**Article 11 - Viva / Thesis Defence Jury**

The viva shall take place no later than three (3) years after the date of signature of this Convention, unless derogations are granted by both university vice-chancellors under the provisions in force, in particular as defined in Article 14 of Decree dated 25/05/2016 and upon justified request.

The thesis shall be defended in one viva only, recognised by both institutions party to the Convention. The institution where the viva is to take place shall therefore require the agreement of the partner institution regarding jury composition and viva authorization (requiring, in French universities, the opinion of the doctoral school director and prior viva authorization by the UR Vice-Chancellor).

The date of receipt of panel members’ appointment shall be not later than seven (7) weeks before the viva set date.

The date of receipt of the list of panel members and viva authorization shall be not later than four (4) weeks before the scheduled viva date.

The viva place shall be: …………………………

The thesis will be defended in the ……………. language.

On justified request, a relocation may be studied by UR’s Research Commission.

The constitution of the jury and appointment of its chair shall comply with the rules set out in Articles 18 and 19 of Decree dated 25 May 2016. However, and in accordance with Article 20 of Decree dated 25 May 2016, derogations may be granted on justified request from the PhD supervisors.

The jury shall be composed of a balanced proportion of members, academics of each institution, appointed jointly by the contracting institutions and including, in addition, personalities from outside the institution. The number of jury members may not exceed eight (8). The jury chair shall be appointed by the members among themselves. Both PhD supervisors may be part of jury, but in that case neither may be appointed jury chair.

The jury chair shall draw up a defence report countersigned by jury members.

**Article 12 - PhD Award and Recognition**

After the thesis has been defended, on the jury’s proposal, **the UR and .……………..** (*partner institution*) shall jointly or simultaneously issue the doctoral student:

**the degree of Doctor of the University of Reunion Island**, with grade: ……………

**and the equivalent degree of** .………………………………… (*partner institution*), with grade: …………

PhD(s) awarded under this Convention shall automatically be recognised in France.

PhD(s) shall include the indication of the specialty or discipline, thesis title, mention of the international joint supervision, names and titles of jury members and date of viva.

**PART III: CONFIDENTIALITY, PUBLICATION AND INTELLECTUAL & INDUSTRIAL PROPERTY RIGHTS**

Procedures for protecting the PhD subject, filing, reporting, disseminating and archiving, as well as for managing the research findings common to the laboratories involved, their publication and exploitation, shall be adopted in accordance with the laws specific to each country, subject to compliance with Articles 12 and 13 of this Convention.

In France, these terms and conditions shall be governed in particular by the abovementioned 2016 Decree**.** In ……………….…..... *(specify country),* these terms and conditions shall be governed by *.………………..…… (corresponding legislation).*

**Article 13 - Confidentiality and Publication**

13.1 - Each Party undertakes not to publish or disclose, in any way whatsoever, any scientific or technical information belonging to the other Party that it may become aware of in the course of the performance of this Joint Supervision Convention, as long as such information is not in the public domain.

This commitment shall remain in effect for 3 years from the date of signature of this Convention, notwithstanding its termination or expiry.

13.2 - For the duration of the thesis and in the 6 months following the thesis viva, publication or communication of information relating to the thesis by either Party shall be subject to the written agreement of the other Party, which shall make its decision known not later than 2 months from the request. Where no response in given within such period, the agreement shall be deemed to have been granted.

Consequently, any draft publication or communication shall be subject to the opinion of the other Party, which may delete or modify certain terms where the disclosure of same would be likely to prejudice the industrial and commercial exploitation of the thesis findings in good conditions. Such deletions or changes shall not affect the scientific value of the publication.

In addition, each Party may delay the publication or communication of the PhD dissertation and related information for a maximum period of 18 months as of the request date, where information contained in the publication or communication is subject to intellectual property protection.

Each Party’s contributions to PhD completion shall be mentioned in such publications or communications.

13.3 - However, the provisions of this article shall not prevent the viva being held. Where necessary, the viva shall be organized in such a way as to guarantee the confidentiality of certain findings while respecting university regulations in force.

Notwithstanding the above provisions, a digital copy of the thesis shall be deposited with the university library of each institution.

**Article 14 - Intellectual Property**

14.1 - The findings, even where they relate to the subject matter of the thesis but not directly result from the work carried out under this joint supervision Convention, shall belong to the Party who obtained them. The Party owning these findings shall be free to exploit them as it shall deem fit.

14.2 - The findings obtained as part of this joint supervision convention shall be owned jointly by both Parties, with relative shares being determined according to the intellectual and financial contributions of each Party.

The Parties shall negotiate the best conditions for the industrial and commercial exploitation of joint findings before any exploitation deed is closed by either of them. These provisions, as well as the conditions of any financial compensation for the doctoral student, shall be determined by specific agreement.

Each Party shall be free to use such findings for its own research needs.

This clause shall remain in force for the duration of the intellectual property rights relating to the findings.

**PART IV: CONVENTION MANAGEMENT ARRANGEMENTS**

**Article 15 - Duration of Convention**

This Convention is closed for an initial period of .……….. (*except in exceptional cases, indicate: three)* years pursuant to Article 3 hereto, and in any event until the thesis prepared in joint supervision is defended.

It shall come into force on the date of the last Party’s signature and subject to the doctoral student’s effective enrolment in both institutions.

It may be renewed annually by mutual agreement of the Parties as part of doctoral re-enrolment.

All provisions of Part III shall survive the expiry of this Convention for the periods referred to in Articles 13 and 14.

**Article 16 - Convention Amendment and Termination**

This Convention may be amended at any time by mutual written agreement of the Parties, with due regard to the general balance of the Agreement.

This Convention may be terminated at any time by either Party subject to three months’ notice. However, actions in progress may be carried out until their completion subject to both Parties’ agreement.

This implementation Convention, unless otherwise agreed by the Parties, shall remain in force until the end of the doctoral student’s thesis, notwithstanding the expiry of the framework Agreement on which it is based.

**Article 17 - Dispute Settlement**

This Convention shall be governed by French laws and regulations.

Should difficulties arise in the interpretation or execution of this Convention, the Parties shall attempt to resolve the dispute amicably through direct conciliation.

Where no amicable settlement is possible within two (2) months of the first notification sent, the Parties shall refer to the French court having jurisdiction*.*

**Article 18 - Languages of the Convention**

This Convention is executed in two original counterparts, in French and …………..……... , each being authentic instrument*.*

**For the University of Reunion Island For ............................**

**Vice-Chancellor (or representative) Vice-Chancellor (or representative)**

Name: .…………………....... Name: .…………………......

Date: .…………………....... Date: .…………………......

Signature: Signature:

**Signatures**

***Research Unit Head: Research Unit Head:***

Name: .…………………....... Name: .......…………………

Title: .…………………....... Title: .…………………......

Date: .…………………....... Date: .…………………......

Signature: Signature:

***PhD Supervisors:***

Name: .…………………........ Name:

Title: .…………………........ Title:

Date: .…………………........ Date:

Signature: Signature:

Name: Name:

Title: Title:

Date: Date:

Signature: Signature:

***Doctoral Student:***

Name: .…………………........

Date: .…………………........

Signature: