**PhD 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](tel:13002806100013), code APE 8542Z, address: 49Boulevard François Mitterrand CS 60032 - 63000 CLERMONT FERRAND) , represented by Mathias Bernard, President

***The Doctoral School …………………………………………***

**And**

**THE UNIVERSITY OF ………………………………..**

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

**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

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**The case of co supervised PhDs leading to a joint degree is related to a specific agreement according to the 2016 above mentioned decree.**

**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 decree the legal duration is 36 years, full time. For a student working part time the maximum duration of the project is 72 months. All demand for an extension of this period will be done through an addendum

the co direction is made by :

* (*Name– first name – title)*…
* (*Name– first name – title*)…

The tutors agree to follow the work of the student and to respect the quality doctoral charter of their university for the PhD students

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

**Article 3**

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

The fees are to be paid annually to the University………………………. for the duration of her PhD.

She is related to the Doctoral School ……………………………………..of the University……………………….

The student must follow the modules of the doctoral school of her/his university

During the course of his/her PhD, the student is considered as a student of the UCA and is under its responsibility

**Article 4**

The jury is validated by the President of the university into which the student is registered, after the validation of the Head of the doctoral school and of the two tutors. Its composition follows the current decrees for the classic PhDs

The defense and its registration will take place at the UCA

According to the above mentioned decree the defense is public except if the content is considered confidential. Then the President can decide to have the defense between closed doors. All the precautions will be taken by the UCA to delay the publishing of results if they are considered confidential.

The UCA will deliver the diploma of Doctorate/PhD

**Article 5**

The preparation of the PhD can alternate between the two partner institutions. The duration of the stays is determined by the student in accordance with the two directors, according to his scientific needs. During his/her stay in the partner laboratory, the student must respect the inner regulations of the host institutions regarding work organization, hygiene, security measures. The Head of the laboratory can end this agreement if the student breaks the rules.

**Article 6**

Each institution agrees that it will not disclose (as a courtesy or for money), copy, reproduce to a third party - moral or physical – any information considered confidential (data, files, documents, soft or hard ware, methods or strategies, business or organizational plans…) belonging to the partner institution, that he could have access to during the execution of the present agreement, directly or indirectly (mentioned beyond are “Confidential Information”)

Each institution as soon as it receives information considered confidential agrees to:

* Take the same measures as the ones applied to its own confidential data to avoid any diffusion and publishing
* use this information only in the context of this agreement
* take the necessary measures with its staff to prevent any disclosure of the confidential information to a third party

This confidentiality obligation does not cover:

- the information made accessible to the public at the time of their communication to the recipient institution

- the information known by the recipient institution before its sending

- the information obtained by a third party by legitimate and legal means

The terms of this article will continue after the end or termination of the agreement, no matter the reason, and for a period of 5 years since the date of its expiration, termination or resolution. By derogation to what precedes, concerning the results of the student’s research, in the frame of this agreement, the terms of this agreement will continue after its termination, expiration or resolution, no matter the reasons, for a period of 2 years after the date of its expiration or termination.

The student agrees to respect the confidentiality of all the documents, scientific information (or other) he will have access to directly or indirectly during his activity in the above mentioned laboratories.

The same goes with any secret of materials fabrication, processes or inventions, likely or not to be patentable or protected by any means other than a patent.

**Article 7**

The agreement is signed for a duration of 3 years following listing of his or her first release on the PhD. There needs to be a reference to article 3.

**Article 8**

All change or extension (after derogation) 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 two parties, related to the interpretation and/or the execution of the present agreement, the parties will try to look for an amicable solution before any contentious action.

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

**Written in two copies**

A ……………………………………. Le……………………………….

|  |  |  |
| --- | --- | --- |
| For the Experimental University University Clermont Auvergne  The Président, |  | For the partner University  The Président/the Rector |

|  |  |  |
| --- | --- | --- |
| M. Mathias BERNARD |  | M……………………………………… |
| M…………………………………………………  Head of the Doctoral School |  | M…………………………………………………  Head of the Doctoral School |
| (signature) |  | (signature) |

|  |  |  |
| --- | --- | --- |
| M…………………………………………………….  Head of the Laboratory |  | M…………………………………………………….  Head of the Laboratory |
| (signature) |  | (signature) |
| M ………………………….  Thesis Tutor |  | M………………………………  Co tutor |
| (signature) |  | (signature) |
|  |  |  |
|  |  |  |

M ……………………………………………….

Le doctorant,

The student

(signature)