

CO-TUTELLE AGREEMENT ON CO-SUPERVISION IN DOCTORAL EDUCATION

Between

POLITECNICO DI TORINO

with registered office in Torino, Italy, Corso Duca degli Abruzzi 24, represented by the Director of its Doctoral School, prof. Flavio Canavero, hereinafter referred to as the Home Institution.

and

[NAME OF PARTNER INSTITUTION]

with registered office in [.....] represented by [.....], hereinafter referred to as the Host Institution.

- Having regard to article 19 of Italian Law no. 240 of 30.12.2010 concerning the regulations on Doctoral Research Programmes in Italy;
- having regard to Italian Ministerial Decree no. 45 of 08.02.2013;
- having regard to the Regulations for Doctoral Research Programmes of Politecnico di Torino and in particular article 17;
- having regard to the positive opinion of the Commission for co-tutelle agreements of Politecnico di Torino;
- having regard to the Regulations of the Politecnico di Torino on Intellectual and Industrial Property issued by Rector's Decree no. 299 dated 22.07.2007;
- having regard to [.....]
- having regard to [.....]
- having regard to [.....]

In order to foster the growth of the European Higher Education and Research Area and develop scientific cooperation between Italian and foreign teams, the partner Institutions make this **co-tutelle agreement** for joint academic supervision and cooperation on the education of the following doctoral candidate:

Mr/Mrs [Name and Surname of the doctoral candidate]
Home Institution: Politecnico di Torino

Article 1 – Objective of the Agreement

A co-tutelle is an agreement between Politecnico di Torino and a non-Italian third level Institution for academic co-supervision and joint educational cooperation, with the objective of awarding the doctoral candidate a doctoral degree from both Institution.

A co-tutelle agreement must be based on stable, academic institutional cooperation. The cooperation undertaken by both Institutions with this agreement is inspired by the Salzburg principles and Recommendations on doctoral education as a key point for the training and supervision of doctoral candidates.

This agreement defines the responsibilities, rights and obligations of the Partner Institutions concerning enrolment, supervision, academic requirements and evaluation of the candidate's doctoral thesis. Nothing in this agreement shall override national legislation, binding guidelines concerning doctoral education and institutional regulations on doctoral training and the conferral of doctoral degrees.

Article 2 – Registration

Mr/Mrs [Name and Surname of the doctoral candidate] is a doctoral candidate at Politecnico di Torino within the framework of the Doctoral Research Programme in [Name of Doctoral Programme] since [enter Day/Month/Year of first enrolment].

Under this agreement Mr/Mrs [Name and Surname of the doctoral candidate] shall be a doctoral candidate at [name of the Host Institution] within the framework of the Doctoral Research Programme in [Name of Doctoral Programme].

The doctoral candidate is required to re-enrol annually at the beginning of each academic year at Politecnico di Torino and at [Name of Partner Institution] which undertakes to offer a full tuition fee waiver to the doctoral candidate.

Article 3 – Supervision

The doctoral candidate conducts his/her research under the supervision of:

Prof. [Name and Surname of Supervisor, Position at Politecnico di Torino]

and

Prof. [Name and Surname of Supervisor, Position at the Partner Institution]

Both Supervisors undertake to co-supervise the doctoral candidate [Name Surname] and constantly monitor his/her academic progress; they commit to a common effort and agree to communicate regularly with one another in order to evaluate the progress of the doctoral candidate's research project.

Should one of the two Supervisors leave his/her Institution, standard institutional procedures must be followed to find a replacement Supervisor and the other Supervisor is involved in this process. This agreement shall not be amended if one of the two Supervisors is replaced but this fact must be communicated to both Institutions in writing.

The partner Institutions undertake to cooperate closely in fostering the implementation of doctoral training. They are bound to inform each other on all matters of importance for the implementation of doctoral training. They also agree to cooperate actively to find solutions to problems that might arise.

Article 4 – Duration and Requirements

The doctoral candidate is required to spend a study/research period at each partner Institution, under the supervision of at least one Supervisor from each Institution, who shares responsibilities with the other Supervisor.

The study/research period has a minimum duration of:

- 18 months of effective presence at Politecnico di Torino
- [...] months of effective presence at the Host Institution

The above-mentioned period may be made up of separate visits and shorter periods of stay at both Institutions after this agreement has been signed. The periods are counted from the date of enrolment.

The doctoral candidate is entitled to have a suitable workplace in both Institutions for the entire duration of his/her study and research period. The doctoral candidate has the right to access the necessary facilities such as laboratories, libraries etc.

At the end of each visit, the doctoral candidate submits a written report on the activities undertaken up to that moment and inform the Supervisors on the progress of his/her doctoral studies.

Courses (if any) as well as other study and research activities of the doctoral candidate must meet the requirements of the two programmes in which she/he is enrolled. They are governed by the regulations in force within both Institutions (See Annex 1).

The Academic Board of Politecnico di Torino and the [...] of the Partner Institution monitor the progress of the research project and decide on the admission of the doctoral candidate to the next year of the programme.

A negative opinion of the Academic Board of Politecnico di Torino entails forfeiture of the doctoral candidate from the programme. In this case the Doctoral School of Politecnico di Torino informs the Partner Institution in writing and this agreement will no longer be enforceable.

Article 5 – Personal Expenses

The doctoral candidate is expected to cover his/her own travel and subsistence expenses as required by his/her research and study plan including the costs related to the thesis oral defence.

The doctoral candidate is responsible for all procedures and fees related to his/her visa and health insurance. The health insurance must be valid for the whole duration of the doctoral candidate's stay in the foreign country.

The doctoral candidate is insured under a civil liability insurance policy in Italy and in [...] signed by the Home Institution.

Article 6 – Oral defence and degree conferral

The doctoral candidate is required to write his/her doctoral thesis in English or in Italian. The thesis must be accompanied by an abstract written in [English/Italian].

As a general rule, the doctoral candidate is expected to defend his/her thesis at Politecnico di Torino during academic year [...].

Each Institution decides on the admission of the doctoral candidate to the oral defence.

The procedures and rules for the oral defence are those in force at Politecnico di Torino.

The members of the examination board are appointed by the two partner Institutions. The examination board is composed of at least five members, three of which must be Italian or international professors/doctoral researchers from higher education or research Institutions. The Supervisors can take part in the oral defence as aggregate members without the right to vote, in addition to the ordinary examination board members.

Travelling and subsistence expenses incurred to attend the oral defence by the examination board members (up to 5 persons) and the Supervisor must be borne by the Institution where the oral defence takes place.

The Institution where the oral defence takes place is responsible for sending the oral defence documents to the partner Institution together with the minutes of the oral defence (when applicable).

Upon approval of the doctoral thesis during the oral defence, the doctoral candidate is awarded his/her doctoral degree - in which the doctoral thesis co-supervision must be mentioned - by the two Institutions:

- Politecnico di Torino awards the doctoral degree in [Name of Degree].
- [Name of Partner Institution] awards the doctoral degree in [Name of Degree].

Article 7 – Submission, Formatting and Reproduction of the doctoral thesis

The doctoral candidate is expected to adhere to the rules on thesis formatting and submission adopted by the Institution where the oral defence takes place.

Any reproduction of the doctoral thesis must comply with the legislation in force in both countries.

In accordance with Italian law, at Politecnico di Torino, doctoral theses are subject to mandatory digital deposit on the IRIS institutional archive.

In the case of [Partner Institution's Nationality], in accordance with national legislation, theses are subject to [...].

Article 8 – Industrial and Intellectual Property Rights

The Industrial Property Rights to Results, as well as the Intellectual Property Rights to computer programmes and works of industrial design, achieved by the Doctoral candidate within the scope of the doctoral activity object of this Agreement, shall belong jointly to the Host Institution and the Home Institution in equal measure, unless it is possible to agree, in writing during the activity, to a change in the share of joint ownership, in consideration of the contributions of each of the Parties in the invention, without prejudice to the assignment of the moral rights to the inventor in accordance with current legislation.

The Parties will agree in a separate document the specific rules for governing the methods of managing joint-ownership rights and commercial exploitation, provided that costs and

expenses will be equally shared between the Parties, or on the basis of the share of ownership of each Party in the rights referred to in the previous paragraph.

All the procedures have to guarantee to the Doctoral candidate the publication of his/her works and the defense of the doctoral thesis.

Each Party owns the Industrial and Intellectual Property Rights to its own *Background*¹ and to its own *Sideground*.²

The Parties agree that nothing included in this Agreement implies, directly or indirectly, the transfer of any right regarding its own Background and its own Sideground.

Article 9 – Expiration Date and Amendments

This agreement shall enter into force on the date of the last signature and expire in [two/three] years.

The maximum length of this agreement is four years including the oral defence and it cannot be renewed.

Any amendment to this agreement, with the exception of the project schedule and the replacement of a Supervisor, must be in writing and signed by the same signatories of this agreement.

In the event that the doctoral candidate is not awarded his/her doctoral degree by the time this agreement expires, the doctoral degree is conferred on the doctoral candidate (if eligible) by Politecnico di Torino only.

Both Institutions have the right to terminate this agreement for compelling reasons. The termination may be announced at any moment, unilaterally, by writing to the other Institution and to the doctoral candidate. In such an event, this agreement is no longer enforceable and the doctoral degree is conferred on the doctoral candidate (if eligible) by Politecnico di Torino only.

Furthermore, this agreement may be terminated by mutual consent of the two Institutions in the event that the doctoral candidate is in serious and on-going breach of regulations of both Institutions.

This agreement shall be automatically terminated if the doctoral candidate withdraws from the co-tutelle programme or from doctoral studies.

Article 10 – Settlement of Disputes and Applicable Law

Any dispute arising out or in connection with this agreement shall be settled, if possible, through good faith negotiations between the Supervisors and the authorities of each Institution. In the event of non-resolution, disputes shall be referred to mediation facilitated by the Director of the Doctoral School of Politecnico di Torino and [corresponding legal representative of the partner Institution].

¹ "Background" means: "all the knowledge and information, as well as all intangible goods, protected in accordance with national, EC and international regulations regarding intellectual and industrial property, implemented or nevertheless achieved by a party before the start of the activity covered by this agreement"

² "Sideground" means: "all the knowledge and information as well as all intangible goods protected in accordance with national, EC and international regulations regarding intellectual and industrial property, implemented or, nevertheless, achieved by a party during the validity of the agreement, but not during the execution thereof".

Signatures

This agreement is made in 3 (three) original copies in English - with 1 (one) copy for each Institution and 1 (one) copy for the doctoral candidate.

Politecnico di Torino

[Name of Partner Institution]

In Torino, ____ / ____ / 20....

In [.....], ____ / ____ / 20...

Prof. Flavio Canavero
Director of the Doctoral School

Prof. [.....]
.....

Prof. [.....]
***Director of the Doctoral Research
Programme [.....]***

Prof. [.....]
***Director of the Doctoral Research
Programme [.....]***

Prof. [.....]
Thesis Supervisor

Prof. [.....]
Thesis Supervisor

Mr. /Mrs. [.....]
Doctoral Candidate

Annex 1 – Research and Study Plan of the doctoral candidate

I – Personal information

Identification:	
Doctoral candidate's name	
Date of birth	
Nationality	
E-mail	
Previous Degree (for admission to the Doctoral Research Programme)	
Doctoral Thesis title	

II – Learning Goals

	Politecnico di Torino	[Partner Institution]
Training requirements	100 hours hard skills courses 40 hours soft skills courses	
Research requirements	1 publication in an international journal	
Language skills	A1 level Italian language course (only for international doctoral candidates)	

List any degree requirements beyond the doctoral thesis for the home and host Institutions (specific courses, comprehensive examinations, etc.).

III – Draft Schedule

Draft schedule of study/research period:

At Politecnico di Torino:

- [Month/Year]
- [Month/Year]
- [Month/Year]

At the [Name of Partner Institution]:

- [Month/Year]
- [Month/Year]
- [Month/Year]

The study/research schedule can be modified in accordance with the practical needs or opportunities deriving from the research project.

At the end of each period, the doctoral candidate submits a written report on the activities undertaken up to that moment and informs the Supervisor on the progress of his/her doctoral studies.

Contacts:Politecnico di Torino

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