**AGREEMENT FOR A JOINT CO-TUTORSHIP OF DOCTORAL THESIS**

**between**

THE UNIVERSITY OF BARI ALDO MORO (Piazza Umberto I, 1, 70121, Bari- Italia), represented by the Rector in charge, prof. Stefano BRONZINI

and

THE UNIVERSITY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), represented by the Rector in charge, prof. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

united in their desire to contribute to establishing and/or developing scientific co-operation between Italian and foreign teams of researchers through the mobility of doctoral candidates

for the University of Bari Aldo Moro:

HAVING REGARD to the Statute of the University of Bari Aldo Moro;

HAVING REGARD to the Law of 3 July 1998, No. 210, in particular Art. 4;

HAVING REGARD to the Legislative Decree of April 11, 2006, No. 198 “Code of Equal Opportunities between men and women”;

HAVING REGARD to the Law of December 30, 2010, No. 240 and in particular Art. 19;

HAVING REGARD to the Ministerial Decree No. 45 of 8 February 2013 “Rules on accreditation of doctoral venues and programmes and criteria for the institution of doctoral programmes by accredited bodies”;

HAVING REGARD to the Ethical Code of this University;

HAVING REGARD to the Regulations of the University of Bari on PhDs/on research doctorates, issued by D.R./Rector’s Decree No. 1154 of 19 April 2018;

HAVING REGARD to the Didactic Regulations of the University of Bari Aldo Moro;

HAVING REGARD to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Regulation on Data Protection);

For the foreign University: *(field to be filled in by the Partner University)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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**agree as follows:**

**ARTICLE 1: General Procedures**

Art. 1 - The University of Bari Aldo Moro and the University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Institutions") agree, in accordance with the applicable laws, rules and regulations in force in each of their respective countries and Institutions, to jointly organise a doctoral thesis for the benefit of the following doctoral candidate:

Name and surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of \_\_\_\_\_\_\_\_\_\_ nationality, born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

holder of the qualification \_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* enrolled in the

research doctorate course in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,Cycle:\_\_\_\_\_\_\_

title of the thesis: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the PhD student)

The principles governing the joint doctoral thesis as well as the relevant administrative procedures and education related matters are established in this agreement.

**ARTICLE 2:Duration of the Agreement and registration**

The PhD student is necessarily enrolled in both Institutions but the he/she will pay registration and tuition fees in only one of the partner Institutions, according to the following calendar:

* First year 20\_\_/20\_\_: University of\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
* Second year 20\_\_/20\_\_: University of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
* Third year 20\_\_/20\_\_: University of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The period for researching and writing the thesis shall be three years. Where necessary such term can be prolonged in accordance with the rules in force at both of the Institutions.

Starting from the academic year \_\_\_\_\_\_, the doctoral student will be enrolled at the University of Bari Aldo Moro in the doctorate in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Starting from the academic year \_\_\_\_\_\_, the doctoral student will be enrolled at the University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the doctorate in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The PhD student shall register every year in both Institutions. The PhD student shall pay the normal registration fees to the Bari Aldo Moro and be exempted from such fees at the University: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The doctoral student is bound by the regulations and practices of each institution. The PhD will benefit from the collective structures of the two Universities.

The validity of the thesis prepared by the doctoral student is fully recognized by both Institutions of the present agreement, under the principle of reciprocity. The thesis shall be researched and written in alternating periods (more or less of equal length) at both Institutions. The duration of such periods shall be fixed by mutual agreement between the two thesis Supervisors. In any case, a period of a least one year stay at the University of Bari Aldo Moro should be provided.

### ARTICLE 3: INSURANCES

 For the entire period required to research and write the thesis, the PhD student shall be entitled to the benefits of the Italian Health Service: if in possession of the European Health Insurance Card (TEAM), they automatically have the right to the services of the National Health Service in all countries belonging to the E.U. (for further information please visit the following sites):

<http://ec.europa.eu/social/main.jsp?catId=559&langId=it>

[www.sistemats.it](http://www.sistemats.it)

However, the coverage of the European Health Insurance Card (TEAM) or a private insurance may not be sufficient, especially in cases of repatriation and specific medical intervention. In such cases, an additional private insurance might be useful.

The insurance coverage (civil liability and accident risks) is at the charge of the University of Bari Aldo Moro, destinated to the PhD students, as well as the legal insurances (T.U. INAIL), will be covered by the insurance stipulated with Chubb European Group SE Insurance Company, and by the insurance stipulated with Harmonie Mutuelle Insurance Company, Italian headquarters, respectively for civil liability and accident risks, valid throughout the world.

The two universities are excluded from any responsibility for insurance cover, including health insurance, of doctoral students in mobility, in accordance with the regulations in force in their respective countries.

### ARTICLE 4- TIME-SHARING OF RESEARCH PERIOD

The PhD student will perform his/her research in both Institutions for alternating working periods, of an approximately equivalent duration, conjointly decided by the directors of their thesis. Hereafter both Parties define the expected working periods:

at the University of Bari Aldo Moro (years and months): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and at the University: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(years and months): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTICLE 5- THESIS WRITING**

The PhD student carries out research work under the joint supervision of two Professors:

Prof:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(faculty member at the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), thesis Supervisor at the University of Bari Aldo Moro;

Prof:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(faculty member at the Department of\_\_\_\_\_\_\_\_\_\_\_\_\_, thesis Supervisor at the University of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

each of whom undertake to fully perform their duties as tutors of the candidate and to evaluate, by means of separate and individual written reports, the doctoral thesis.

The positive assessment of both thesis supervisors shall be a necessary prerequisite for admission to the final examination.

Thesis directors undertake to assume fully and jointly the scientific supervision of the doctoral project and the responsibilities of a thesis director.

With respect to this agreement, each party, through their respective directors, commits itself to share all information and documentation useful to the arrangements of the thesis supervision referred to in this agreement.

In the event of a change in thesis direction, the institution involved will notify the other institution of any change.

The thesis will be written in Italian. If the language used to write the thesis is different from the language used in the two countries, a written summary in the national language of the two countries will be required.

**ARTICLE 6- DISSERTATION**

In view of the thesis dissertation, the work of the PhD student is reviewed beforehand by each Institution according to their own procedures and timelines in compliance with current legal and regulatory provisions.

The examining board is appointed by the Rectors of both Universities according to their regulations and consists of an equitable proportion of at least four members belonging to each Institution, including both thesis directors, and also of external members selected for their scientific and technical competences.

Exceptionally and with the exception of the President of the examining board, the members of the board can take part in the discussion of the thesis via videoconference. This procedure remains an exception and will only be made possible if appropriate discussion conditions are met that ensure continuous and simultaneous transmission of the session. The thesis discussion by videoconference should comply with the relevant policies and regulations of each Institution.

The contracting Institutions, through the offices of their respective thesis supervisors, undertake to notify each other of all the information and documentation useful for the purposes of organising the joint thesis that is the subject matter of this present agreement.

The date and place of the thesis discussion are mutually agreed upon by both institutions and stated in the thesis discussion request.

The thesis shall be written and orally defended in Italian. The Teaching Body may authorise the writing of the thesis in English or in another language of the European Union. The abstract shall be written in the language of the Partner Institution or alternatively in and shall be presented orally in that language at the time the thesis itself is being defended.

Each of the two Institutions undertakes to award a doctoral degree for the same thesis following a favourable report issued by the Examining Board or to confer a joint or a double degree.

The University of Bari Aldo Moro will award a research doctoral degree in:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_will award a research doctoral degree in

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Both titles will include the statement: *“ Thesis in co-tutorship with the University of………..”*

**ARTICLE 7- DEPOSIT, PUBBLICATION AND REPRODUCTION OF THE THESIS**

Procedures for deposit, advertisement and reproduction of the thesis will be ruled by the regulations in force in each country.

**ARTICLE 8- INTELLECTUAL PROPERTY**

Protection of the thesis topic and its publication, use and protection of the results from the research works of the doctoral student obtained in the two Institutions will be subject to the applicable law in force and guaranteed in compliance with the specific procedures in this regard of each of the countries involved in the joint thesis supervision.

If requested, the provisions in connection with intellectual property rights may be agreed in specific protocols or documents between the Universities which will establish the terms of protection as well as the participation of each of them in the ownership and exploitation, in any form, of the research results.

**ARTICLE 9- DURATION OF THE AGREEMENT AND GENERAL TERMS**

This agreement shall be effective from the date of its execution by the authorised representative of each contracting Institution and shall be valid until the end of the academic year during which the thesis or study will be orally defended.

The time for preparation of the thesis can be extended, where necessary. In such case, derogation should be requested to both thesis directors. Such an extension is notified by an amendment of the present agreement.

In the event that the candidate is not enrolled in either of the contracting Institutions, the candidate renounces in writing or is not authorised to continue researching and writing the thesis by virtue of a decision made by one of the two thesis supervisors, the contracting Institutions shall jointly and without delay terminate this agreement.

**ARTICLE 10- AMENDAMENTS**

Any amendment to this agreement shall be made with acknowledgement in writing from both Institutions.

### ARTICOLO 10: FINAL RULES

This agreement is drawn up in six originals, three in Italian and three in \_\_\_\_\_\_\_\_\_\_\_\_, both texts are original.

Bari, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_

For the University of Bari Aldo Moro For the University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 THE PRESIDENT/RECTOR/ THE PRESIDENT/RECTOR/

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The Research Doctorate Co-ordinator The Research Doctorate Co-ordinator

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Thesis Supervisor The Thesis Supervisor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_