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| --- | --- |
| **Uni_Vechta_RGB_rot-4** | **LOGO Partner University** |

Allgemeine Anmerkung: Dieses “Agreement” ist nur ein Muster. Vor Abschluss eines solchen Vertrags muss immer geprüft werden, ob die Regelungen für den konkreten Einzelfall passen. Dies hängt wesentlich auch von den konkreten Regelungen in den jeweiligen Promotionsordnungen der beiden Institutionen ab. Besonders zu beachtende Punkte sind in diesem Muster entsprechend grau hinterlegt. Änderungen und/oder Ergänzungen können erforderlich oder sinnvoll sein.

COTUTELLE AGREEMENT

BETWEEN

## THE UNIVERSITY OF VECHTA

## AND

THE [**PARTNER UNIVERSITY**]

The **UNIVERSITY OF VECHTA**,

 represented by its President

Driverstraße 22, 49377 Vechta, Germany

and the [**PARTNER UNIVERSITY**]**,**

represented by [its President/Rector],

 [ADDRESS OF PARTNER UNIVERSITY]

agree to jointly supervise the doctoral studies of

[**NAME OF DOCTORAL STUDENT**]

**§ 1**

**Joint Supervision / Research Topic**

The doctoral studies of [NAME OF DOCTORAL STUDENT] with the working title:

[WORKING TITLE OF DOCTORAL STUDIES]

will be supervised by the following faculty members:

1. [NAME OFSUPERVISOR], University of Vechta
2. [NAME OF SUPERVISOR], [NAME OF PARTNER UNIVERSITY]

Both supervisors will fully carry out their responsibilities in supervising the candidate and shall make the necessary arrangements.

**§ 2**

**Enrollment and student service fee**

When accepted as a doctoral candidate at both universities, [NAME OF DOCTORAL STUDENT] should matriculate at both universities as provided by their respective governing laws. At the University of Vechta, the regulations are specified in the “Promotionsordnung” of [Date]. At [NAME OF PARTNER UNIVERSITY] the regulations are specified in [x].

The doctoral student will pay the tuition fees at one university only. The tuition fees will be charged at [NAME OF UNIVERSITY]. During the time the doctoral student officially matriculates as a doctoral student at the University of Vechta he/she has to pay the fee for services of the Studentenwerk[[1]](#footnote-1), the fee for the student body and the fee for the obligatory public transport ticket for students. There will be no further financial settlements between the partner institutions. Enrolment is compulsory from the moment this agreement takes effect.

[if needed: insert partner institution's regulations regarding enrolment and registration fees]

**§ 3**

**Administrative Details: Duration, living costs and housing, insurance cover**

(1) [HIS/HER] doctoral studies shall be conducted and completed within [X] years. This time limit may be extended by mutual consent in accordance with the applicable doctoral degree regulations of both partner institutions. Doctoral work will take place at both universities. The respective periods of residence will be coordinated with both supervisors. The supervisors ensure that the doctoral student follows the agreed schedule and that she/he conducts research at each of the partner institutions for [X] [months/years] (minimum 50% of the doctoral studies, at least one year).

(2) The doctoral student shall be responsible for covering the costs of his/her own housing and support. The contracting parties mutually agree to assist the doctoral student in finding suitable housing.

(3) The doctoral student takes all necessary steps in order to arrange health insurance, insurance cover against physical injuries and third party liability whilst performing his or her duties within the framework of the doctoral research project at the two partner institutions, in accordance with the national and institutional rules and regulations in force.

**§ 4**

**Thesis defense committee**

(1) The thesis defense committee set up for the evaluation (doctoral thesis and the defense of the thesis) shall be composed by mutual consent between the partner institutions following the recommendations of the two supervisors, in accordance with the regulations in force at the institutions. Both thesis supervisors are members of the defense committee. The thesis defense committee will have the same number of persons from both countries. In this case and following the recommendations of both supervisors, each party designates the following members for the defense committee:

- University of Vechta: [Name of supervisor, Name of the second member, Name of the third member]

* [NAME of Partner University: Name of supervisor, Name of the second member, Name of the third member]

(2) The university at which the defense takes place is in charge of conducting the further proceedings. The conduct of the colloquium shall be otherwise governed by the rules of the university in charge.

(3) The defense committee decides whether the proceedings have been successfully conducted. It prepares a report on the proceedings in [both languages/German/English] that contains an evaluation of the doctoral performance as governed by the respectively applicable rules. The report shall be signed by all members of the defense committee. A copy shall be provided for the partner university.

**§ 5**

**Doctoral thesis defense**

The public defense of the doctoral thesis shall take place at one of the partner institutions and is recognised by all institutions involved. In the present case, the public defense will take place at [Name of institution and anticipated date]. In connection with the defense, the regulations applying at the institution at which the [disputation/rigorosum] takes place shall normally be followed. Both supervisors must be present at the defense. Virtual participation is accepted. Travel and accommodation costs for examiners and reviewers shall be borne by their own institution. The doctoral student covers his/her travel and accommodation expenses.

[if needed: insert partner institution's regulations regarding the thesis defense modalities]

**§ 6**

**Language**

**Doctoral thesis:**

The dissertation will be submitted at both universities in the [ENGLISH / GERMAN / LANGUAGE OF PARTNER UNIVERSITY] language together with a brief summary of [X] pages in [ENGLISH / GERMAN ]. If the doctoral thesis is written in another language than English or German, the summary must be submitted in English.

**Defense:**

The defense of the doctoral dissertation will take place in [ENGLISH / GERMAN / LANGUAGE OF PARTNER UNIVERSITY].

**§ 7**

**Grading system**

The grading system, the assessment of the dissertation, the oral examination and the evaluation of the doctoral student’s performance will be executed as in the Doctoral regulations of [insert document] at the University of Vechta and *[insert regulations of partner institution]*.

**§ 8**

**Award of the degree**

If the proceedings have been successfully conducted as provided by the respective regulations at each university, the doctoral candidate shall receive the degree “[FULL TITLE]“ of the University of Vechta and the degree “[FULL TITLE]” of the [NAME OF PARTNER UNIVERSITY]. The certificate of the University of Vechta will not be issued until the doctoral candidate demonstrates that the dissertation has been published according to the regulations of the University of Vechta.

**§ 9**

**Intellectual property rights**

Intellectual property ownership will be based according to the respective policies of each partner institution.

Therefore the protection of the research results arising from the doctoral research project, as well as any matter related to filing them, making them accessible, their publication and exploitation shall be discussed and agreed by the partner institutions and be in accordance with the national and institutional regulations in force.

**§ 10**

**Final Provisions**

In the case the doctoral student should not register in one or other of the contracting partner institutions, or renounce writing the joint thesis, the two partner institutions would immediately bring the present agreement to an end, by a joint decision. The PhD would only be awarded according to the regulation of the partner institution’s country in which the enrolment has been maintained. The partner institutions commit themselves to notify each other in writing as soon as possible of the no enrolment of the doctoral student, or his/her decision to renounce his/her doctoral studies.

This agreement shall be governed by German law and becomes effective when signed by both universities. Any disputes which may not be settled amicably shall be submitted to the competent courts of the place of the University of Vechta.

**UNIVERSITY OF VECHTA** [**PARTNER UNIVERSITY**]

**Date: Date:**

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Prof. Dr. Burghart Schmidt [NAME]

President [President/Rector]

**Date: Date:**

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

[NAME] [NAME]

Dean, [NAME OF THE FACULTY] Dean, [NAME OF THE FACULTY]

**Date: Date:**

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

[NAME] [NAME]

Supervisor Supervisor

**Date:**

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

[NAME]

Doctoral Student

1. «Studentenwerk» is an organisation at all German universities providing social, financial and cultural support for students. [↑](#footnote-ref-1)