

**NMBU 1.4 Cotutelle agreement on joint academic supervision and collaboration on the education of a PhD candidate**

**COLLABORATION BETWEEN NMBU AND ANOTHER UNIVERSITY FOR WHICH A CANDIDATE APPLIES FOR ADMISSION TO pHd EDUCATION IN BOTH INSTITUTIONS**

**1 OBJECTIVE OF THE AGREEMENT**A cotutelle agreement regulates the collaboration between two or more institutions on joint supervision and education of *one* PhD candidate. A cotutelle agreement must be based on already existing, stable academic cooperation between institutions.

This Agreement defines the responsibilities, rights and obligations of the parties during the period specified therein.

**2 PARTIES TO THE AGREEMENT**

This Agreement has been entered into by:

|  |  |  |  |
| --- | --- | --- | --- |
| NMBU, by Faculty of: | Choose faculty | PhD programme:  | Choose an element |
| PhD candidate: |  |
| Collaborating institution: | Enter name of collaborating institution, Faculty/Department |

**3 DURATION OF THE AGREEMENT**

This Agreement is valid for the same period as the PhD contract between the PhD candidate and NMBU:

|  |  |  |  |
| --- | --- | --- | --- |
| **From**/start date: | Date | **To**/end date: |  Date |

The validity of the agreement ceases if the PhD education is made subject to voluntary or enforced termination before the agreed completion date. In the event of such termination the parties must, if one of the parties finds it necessary, enter into a written agreement regulating issues such as employment, funding, and rights to research results.

**4 COLLABORATION BETWEEN THE PARTIES**

The Parties undertake to collaborate closely in helping to implement the PhD training. The Parties are obligated to keep each other informed on all matters of importance for the implementation and collaborate actively to find solutions to any problems that might occur.

**5 ADMISSION, SUPERVISION**

The Agreement is conditional upon the PhD candidate fulfilling the requirements for admission to and implementation of the PhD education in both of the two institutions. The candidate must be admitted to a PhD programme both at NMBU and at the cooperating institution.

The candidate must comply with such rules for registration each semester as are in effect at the institution where he/she is studying.

The candidate is to have at least one supervisor in each of the institutions that share the responsibility for ensuring progress in the PhD education. The identity of the main supervisor and the co-supervisor(s) must be specified in the PhD contract upon admission (NMBU’s FORM 1.2). The main supervisor has the principal responsibility for following up the candidate's academic development and completion of the project in accordance with the progress plan, and is also the candidate’s primary contact person.

The supervisors undertake to perform joint exercise of their advisory function in respect of the PhD candidate with the prevailing at both institutions. They also undertake to consult each other regularly concerning the progress of the research work.

**6 CONDITIONS OF EMPLOYMENT**

In case of employment, the employment relationship will be regulated by a separate agreement. All duties as employer rest with the institution that pays the salary.

For any NMBU employment relationship, applicable conditions are as follows from the Norwegian Civil Service Act with appurtenant regulations, in particular the Regulations concerning terms and conditions of employment for the posts of post-doctoral research fellow, research fellow, research assistant and resident, laid down by the Ministry of Education and Research on 31 January 2006, as well as prevailing supplementary regulations. For any employment relationship outside Norway the appurtenant employment conditions in the other country will comply.

|  |  |
| --- | --- |
| The candidate **is employed at**: |  |

for the duration of the validity of the Agreement.

**7 PLACE OF WORK**

The candidate is entitled to, in both institutions, a suitable workplace in the period(s) when he/she is working/studying there. Choose one of these two alternatives:

[ ]  **Alternative 1:**

For the period of validity of the Agreement, the candidate will have **his/her place of work at:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Location** | **From (date)** | **To (date):** | **Comments** |
|  | From date |  To date |  |
|  | From date |  To date |  |
|  | From date |  To date |  |
|  | From date |  To date |  |

[ ]  **Alternative 2:**

The place of work will be agreed upon for periods of not less than [ ]  6 months [ ]  12 months
and well in advance, to ensure the candidate’s and the institutions’ ability to organise accommodation, travels, and access to a workplace and to necessary infrastructure.

 **8 ACCESS TO NECESSARY INFRASTRUCTURE**
The candidate is entitled to, in both institutions, access to necessary infrastructure such as laboratories, libraries etc. in the period when he/she is working/studying there.

NMBU will in consultation with the collaborating institution, consider and define “necessary infrastructure” and how this is to be funded. The institution/unit in which the candidate has his/her place of work is responsible for complying with all responsibilities of this kind.

|  |  |
| --- | --- |
| Necessary infrastructure is defined as: |  |

**9 COSTS AND FUNDING**

In addition to the salary as mentioned in section 6:

|  |  |
| --- | --- |
| Operating costs will accrue for the following purposes: |  |

Total costs have been estimated as shown below, and will be covered thus:

|  |  |  |
| --- | --- | --- |
| **Purpose** | **Costs in NOK 1000**  | **Covered by** |
| 1. year | 2. year | 3. year | (4. year) | **In total** | **NMBU** | **Collab. Institution** |
| Necessary infrastructure: |       |       |       |       |       |       |       |
| Operating funds: |       |       |       |       |       |       |       |
| Please state more purposes and add lines if needed |       |       |       |       |       |       |       |
| **In total** |       |       |       |       |       |       |       |

**10 PROGRESS REPORTS**

Annual reports on progress must be submitted as defined by both institutions.

**11 PhD THESIS**

The thesis is to be written and defended in:

[ ]  English

[ ]  The following language agreed upon by both institutions:

The thesis must bear the imprint of the logo of both institutions and the cotutelle relationship must be clear from the cover/title page of the thesis.

The requirement that the thesis must be made publicly available and the requirement for a public defence presided over by an impartial evaluation committee cannot be waived.

**12 EVALUATION COMMITTEE**

The Evaluation Committee must be appointed by NMBU, following the regulations applying at NMBU, and upon an understanding between both institutions on the number and the identity of committee members to be appointed.

The committee must work in accordance with the applying NMBU regulations.

**13 PUBLIC DEFENCE OF THE THESIS (DISPUTATION)**

The doctoral thesis must be publicly defended only once, at a disputation taking place at NMBU.
If the disputation partly or completely is conducted by digital means, it must be organised by NMBU.

Prior to the public defence, the PhD candidate must give a trial lecture on a specified topic.

The applying NMBU regulations (the institution at which the disputation takes place) must be followed. At least one supervisor from each institution must be present at the disputation.

Travelling and subsistence expenses relating to the disputation are to be covered by NMBU (the institution at which the disputation takes place).

**14 CONFERRAL OF DEGREE**

Following a favorable report by the evaluation committee, each of the two institutions undertake to simultaneously and separately confer the following doctoral degree on the candidate:

|  |  |  |
| --- | --- | --- |
| Philosophiae Doctor (PhD) in  | Choose an element | at the Norwegian University of Life Sciences (NMBU) |

and

|  |  |  |
| --- | --- | --- |
| Philosophiae Doctor (PhD) in | Programme/area of specialisation | At Name of collaborating institution |

Both degree titles must be explicitly mentioned in the evaluation committee report recommending the approval of the disputation.

**15 DIPLOMA**

Upon successful completion of the PhD education, each of the two institutions will issue a diploma. It must be clear from the diploma and/or from a supplement that this is a cotutelle degree.

**16 FINAL & ADDITIONAL PROVISIONS**

The cotutelle agreement is based on stable, academic institutional cooperation between the parties, described in an institutional collaboration agreement.

|  |  |
| --- | --- |
| Reference to collaboration agreement: |  |

 NMBU and the collaborating institution will if needed sign an agreement on provision of extra funding for equipment and operational costs.

Agreements of the kind are to be included as part of this contract and it is assumed that the parties are familiar with them.

In addition, the parties have agreed to contractually regulate the following issues (refer to appendices, if applicable):

|  |
| --- |
|  |

In case of already existing agreements with external parties: potentially conflicting provisions must be clarified prior to entering into the cotutelle agreement. Please contact the head of the relevant unit, or Senior Advisor at the NMBU Research Support Office, Vegard.Arnhoff@nmbu.no.

The contract is governed by Norwegian law. Endeavours must be made to resolve any disputes between NMBU and an external institution through negotiations. If negotiations fail to resolve the dispute, it may be brought before Oslo District Court.

| **17 SIGNATURES**The parties to the contract confirm that they have read and understood the [prevailing regulations for PhD education at NMBU](https://www.nmbu.no/en/research/phd/regulations_guidelines) and are aware of the obligations involved in this agreement: |
| --- |
|  | **Date:** | **Signature:** | **Printed name:** |
| Head of NMBU Faculty  |  |  |  |
| Supervisor, NMBU faculty[ ]  Main supervisor[ ]  Co-supervisor |  |  |  |
| Supervisors, [collaborating institution][ ]  Main supervisor[ ]  Co-supervisor |  |  |  |
| Head of faculty/department, [collaborating institution] |  |  |  |
| The PhD candidate |  |  |  |

After approval by the relevant bodies at both institutions:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Date:** | **Signature:** | **Printed name:** |
| The Rector of NMBU |  |  |  |
| The Rector of [collaborating institution] |  |  |  |