Logo of partner univ

**AGREEMENT FOR THE JOINT SUPERVISION AND AWARDING OF A DOUBLE DOCTORATE DIPLOMA**

**For [LAST NAME and FIRST NAME OF THE CANDIDATE]**

**BETWEEN**

**UNIVERSITE DE LILLE**, a scientific, cultural and professional experimental public institution, whose registered office is located at 42 rue Paul Duez 59800 Lille - SIRET No. 130 029 754 00012, APE code 8542Z, represented by its President, Régis BORDET

Hereafter referred to as the "**University**" or "**University of Lille**" Or "**ULille**",

**PARTY OF THE FIRST PART**

**AND**

**XXX** [Legal form] whose registered office is located at [address], [other legal information applicable to the partner], represented by [Name of legal representative] in the capacity of [function]

Hereinafter referred to as "**XXX**",

**PARTY OF THE SECOND PART,**

The University of Lille and XXX shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

It has been previously set forth that the Parties wish to promote mobility of Doctoral Candidates and thereby strengthen scientific cooperation between their institutions and more particularly between:

* Full name of the laboratory, UMR/EA no. ... of the University of Lille, directed by its director [Name of director], hereinafter "Acronym of the Laboratory",
* and, Full name of laboratory XXX, hereinafter "Acronym of the laboratory".

Within this framework, the Parties undertake, under the conditions defined in this Agreement, to welcome Mr/Ms. AAA for the preparation of a jointly-supervised thesis and to award him/her at the end of a single viva examination, subject to meeting all the requirements:

* A doctorate from the University of Lille,

and

* a ..................... degree from XXX XXXXX University.

**PREAMBLE**

The Parties together possess the necessary expertise in the relevant fields and have thus decided to collaborate in the preparation of the thesis entitled [title of the thesis], hereinafter referred to as the "**Project**".

The main objective of the Project is [To be completed].

**THE PARTIES HAVE AGREED AS FOLLOWS:**

1. **DEFINITION**

In this document and its Annexes, the following terms, when used with a capital letter, both singular and plural, shall have the following meanings:

**1.1.** **Agreement**: means this document, its Annexes as well as any amendments.

**1.2. Affiliate**:means any legal entity that controls or is controlled directly or indirectly by that Party, where control means when a Party directly or indirectly owns more than 50% of the share capital of that legal entity; or more than 50% of the voting rights of the shareholders or partners of that legal entity.

The Affiliate for the University of Lille is also known as Société d’Accélération de Transfert de technologies Nord (SATT NORD).

**1.3. Proprietary Knowledge**: refers to technical and/or scientific information and knowledge, including know-how, manufacturing secrets, trade secrets, data, databases, software (source code and object code versions), records, plans, diagrams, drawings, formulas, and any other type of information, in any form whatsoever, whether patentable or not, whether patented or not, and all related intellectual property rights necessary for the Project, belonging to a Party or possessed by it prior to the effective date of the Agreement independently of the completion of the Project and to which it holds the rights of use, and/or developed or acquired by it simultaneously with the performance of the Agreement, and of which it has the right of disposal.

It shall be the responsibility of each Party to inform the other Parties in writing of the identification, during the implementation of the Agreement, of other Knowledge and to provide proof, if necessary, of its independence with respect to the Project.

**1.4.** **Results**: means all technical and/or scientific information and knowledge, patented or not, patentable or not, including know-how, software (source code and object code versions), plans, diagrams, drawings, formulas, and any other type of information, in any form whatsoever, and all related rights, developed by one or more Parties within the framework of the Project.

**1.5. Confidential Information**: means information or data of any nature, form and medium, transmitted by one Party to another Party that the Party communicating the information has unequivocally designated as being confidential, or, in the case of oral communication, if the communicating Party gives written notice of its confidentiality within thirty (30) days of the communication specifying that the information shall be treated as confidential during this thirty (30) day period.

Confidential Information shall include, in particular, plans, specifications, formulas, software, systems, prototypes, diagrams, scientific results, research techniques, samples, models, as well as the existence of the Agreement. These stipulations also apply to all copies and extracts of Confidential Information.

**1.6. Project:** means the thesis project entitled "to be completed", as defined in the preamble above, and described in Annex 1.

**1.7.** **Doctoral Candidate**: AAA

1. **PURPOSE OF THE AGREEMENT**

The purpose of the Joint Doctoral Thesis Agreement and its annexes is to organise the relationship between the Parties and to determine the conditions under which the Project shall be conducted, including:

* determining the practical details of the thesis;
* determining the rights and obligations of the Parties;
* determining the management and monitoring of Results;
* defining the rules of ownership and exploitation of the Results.

1. **PRACTICAL ARRANGEMENTS**

**3.1.** Civil status of the Doctoral Candidate:

Last name:

Maiden name:

First name:

Date and place of birth:

Nationality:

Gender (male or female):

Country of residence:

Email address:

**3.2.** The PhD Candidate is registered:

1) At the University of Lille, at the graduate school [TO BE COMPLETED] from [DATE]

2) At XXX [TO BE COMPLETED] from [DATE]

In order for the cotutelle to be valid, the Doctoral Candidate shall enrol in each of the contracting institutions at the beginning of each academic year. This double enrolment shall be renewed each year for the duration of the cotutelle. The Doctoral Candidate shall comply with the enrolment deadline of each institution.

Upon providing proof of payment of the university fees in one of the two universities, the Doctoral Candidate shall be exempt from payment at the other institution.

Details concerning the payment of enrolment fees are provided in Annex 2.

**3.3.** Upon entry into force of the Agreement, the Parties undertake to accept the Doctoral Candidate on their respective premises to enable him/her to gain experience and carry out the Project.

The estimated dates of periods to be spent on research in each institution are set out in Annex 2.

**3.4.** The arrangements for covering the Doctoral Candidate's travel and accommodation expenses are set out in Annex 2.

1. **EDUCATIONAL ARRANGEMENTS**

**4.1.** The two thesis supervisors appointed to oversee this joint doctoral thesis have taken cognizance of this Agreement. They undertake to exercise jointly and in full respect of the Doctoral Candidate the powers and responsibilities attributed to them by the regulations in force in their respective countries.

**4.2.** Working meetings between the Thesis Supervisors and the Doctoral Candidate shall be held every XXX months.

**4.3.** Decisions concerning the Project shall be made unanimously by the Thesis Supervisors.

**4.4.** Reports

In addition, the PhD Candidate shall provide the Thesis Supervisors with X interim reports on the following dates:

* XXX
* XXX
* XXX

and a final summary report upon the expiry or termination date of the Agreement.

**4.5.** The distribution of the tasks of the Project between the Parties is defined in Annex 1.

Each Party undertakes to make its best efforts to ensure the completion of the Project using all means necessary.

Each Party is required to inform the other Parties of any difficulties encountered in carrying out its tasks that may compromise the objectives of the Project.

**4.6.** Within the University of Lille, the PhD Candidate shall be a full-time researcher.

See schedule in Annex 2.

**4**.**7.** Defence:

* The thesis shall entail a single defence recognised by both institutions.
* The thesis dossier shall be submitted in both countries in accordance with the procedures specific to each institution.
* The board of examiners shall be constituted according to the rules of the two countries concerned and shall be approved by the 2 institutions and the 2 graduate schools with which the Doctoral Candidate is affiliated. It shall be composed of an equal number of scientists from the two countries and shall have 4, 6 or 8 members. At least 50% of the examiners shall be external to the University of Lille, the Graduate School and the doctoral project, and the University of ........., including the reporting examiners (referees), and shall have the authorisation to direct research or similar activities. Professors shall make up at least 50% of the board.
* The Doctoral Candidate shall defend his/her thesis in [COUNTRY TO BE SPECIFIED], in the establishment [To be specified]
* The defence shall take place in [YEAR].
* The thesis shall be written and defended in the [To be specified] language.
* The thesis summary shall be written and presented in the [To be completed] language.

The defence procedures are specified in Annex 2.

Any exemption from the thesis defence rules shall be validated by the Parties no later than three (3) months before the defence of the Thesis.

1. **FINANCIAL CONDITIONS**

This Agreement shall not entail any finance flow between the Parties.

Funding for the Doctoral Candidate's thesis and travel is defined in Annex 2.

1. **ENTRY INTO FORCE AND DURATION**

The Agreement shall enter into force on the date on which the Doctoral Candidate first enrols at one of the institutions of the Parties and expires on the date of the thesis defence.

Notwithstanding the expiry or termination of the Agreement, the Parties shall remain bound by obligations which, by their nature, are intended to continue beyond the term or termination of the Agreement, and in particular Clauses 9 "Intellectual Property", 10 "Confidentiality" and 11 "Publications and Communications".

1. **TERMINATION**

**7.1.** In the event that a Party fails to meet any of its obligations under the Agreement, the other Parties may pronounce the termination of the Agreement owing to the faults of the defaulting Party if, within fifteen (15) days of the sending of a registered letter with acknowledgment of receipt, the defaulting Party has not complied with its obligations.

The exercise of this right of termination shall not exempt the defaulting Party from fulfilling the obligations contracted up to the effective date of the termination, without prejudice to any damage suffered by the other Party as a result of the termination of the Agreement.

**7.2.** The Agreement may be terminated at any time for convenience subject to the agreement of the Parties. In this respect, the Parties shall draw up an amendment to define the termination conditions.

**7.3.** The Agreement shall be terminated automatically in the case of early defence of the thesis or resignation of the Doctoral Candidate. No compensation or penalty shall be owed by any Party in connection with such termination.

The Parties undertake to inform each other of any changes relating to the completion of the thesis or to the situation of the Doctoral Candidate.

1. **FORCE MAJEURE**

"Force majeure" means any unforeseeable and exceptional event affecting the performance of the Agreement which is beyond the control of the Parties and which cannot be overcome despite any efforts that the Parties may reasonably make.

No Party shall be responsible for the non-performance of some or all of its obligations following a case of force majeure.

The Party invoking an event of force majeure shall notify the other Parties within seven (7) days of the occurrence of the event.

If necessary, Project implementation deadlines may be extended by mutual agreement between the Parties.

1. **PROPERTY, USE AND EXPLOITATION OF PROPRIETARY KNOWLEDGE AND RESULTS**

**9.1** Each Party shall retain full ownership of its Proprietary Knowledge. Each Party shall also own any changes that it itself makes to its Proprietary Knowledge. Communication of Proprietary Knowledge to other Parties shall not be construed as a transfer of ownership.

For the fulfilment of the Project and for that purpose alone, each Party grants to each of the other Parties a non-exclusive, non-assignable right, without a licence and without financial consideration, to use its Proprietary Knowledge, insofar as such Proprietary Knowledge is strictly necessary for the performance of the Agreement. This Proprietary Knowledge shall be communicated by the Owning Party at the express request of the other Party and shall be treated as Confidential Information in accordance with Clause 8 below.

**9.2** The results obtained within the framework of the implementation of the Agreement are the common property of the Parties who participated in their obtaining in proportion to their respective contributions. The Parties will consult on a case-by-case basis on the advisability of possible protection by an intellectual property title.

**9.3** Each Party may freely use the results obtained by the performance of the Agreement for its own training and research needs.

Apart from these cases, and in particular in the event of commercial exploitation of the Results, the Parties will consult each other on a case-by-case basis in order to determine the conditions of a possible joint exploitation or of an exploitation by one or the other of the Parties.

The conditions of the possible evploitation will be determined in a separate co-ownership contract. In the absence of a model determined beforehand by the Parties or a specific co-ownership agreement agreed between the Parties concerned, the Parties will apply the common law co-ownership conditions of the Intellectual Property Code, if necessary taking into account in the Result of the contributions. intellectual and financial partners of each Party and by remunerating them fairly.

1. **CONFIDENTIALITY**

**10.1.** Confidential Information shall remain the exclusive property of the issuing Party.

Each Party shall transmit to another Party only such Confidential Information as it deems necessary for the fulfilment of the Project, subject to the rights of third parties.

**10.2.** No provision of the Agreement shall be construed as requiring a Party to disclose Confidential Information to the other Party, except for that necessary for the Project.

**10.3.** A Party that receives Confidential Information from another Party undertakes, for the term of the Agreement and five (5) years following the expiry or termination of the Agreement, to ensure that the Confidential Information issued by the disclosing Party:

* shall be kept strictly confidential and treated with the same degree of protection as it accords its own Confidential Information;
* shall be communicated only to those members of its staff or subcontractors who need to know it;
* shall be used strictly for the purposes of the Project within the framework of the Agreement;
* shall not be divulged to third parties without the prior written consent of the Party disclosing the Confidential Information;
* shall not be copied, reproduced or duplicated, in whole or in part, in any way whatsoever, without the prior written consent of the disclosing Party.

Any other communication or use of the Confidential Information shall require the prior written consent of the Party that disclosed it.

**10.4.** By way of exception to Article 11.3, the obligation of secrecy for software, and source codes in particular, shall last for the period of protection of the software, and the obligation of secrecy for know-how shall continue as long as said know-how has not been disclosed to third parties by their owner.

**10.5.** All Confidential Information and its reproductions transmitted by one Party to another Party under the Agreement shall remain the property of the Party that disclosed it, subject to the rights of third parties, and shall be returned to that Party or immediately destroyed at its request.

**10.6.** The confidentiality obligations do not apply to information for which the receiving Party can prove:

* that it entered the public domain prior or subsequent to its communication, in the absence of any fault attributable to the receiving Party;
* that the information was already in the receiving Party's possession prior to the conclusion of the Agreement;
* that the receiving Party received it lawfully from a third party;
* that the use or disclosure was authorised in writing by the Party from which the information emanates;
* that it was developed independently and in good faith by the staff members of the receiving Party which receive it without having access to this Confidential Information;
* that it was published without breaching the stipulations of this Agreement;
* that the disclosure was made pursuant to a court order or decision of the public authorities, subject to (i) informing the issuing Party before any such communication and, in any event, as soon as possible after such disclosure; or (ii) obtaining from the judicial or governmental authority the written guarantee that it shall grant to the Confidential Information of the Issuing Party the highest degree of protection provided for by law, insofar as possible.

**10.7.** No stipulation in this Agreement shall imply:

* a waiver by the disclosing Party of the protection of its Confidential Information by a patent or other intellectual property right;
* an assignment by the Party disclosing the Confidential Information of any right in respect of such Confidential Information.

1. **PUBLICATION - COMMUNICATION**

**11.1.** Each Party undertakes not to publish, in any manner whatsoever, the Proprietary Knowledge of the other Parties of which it may have knowledge, as long as such information is not in the public domain or that Party has not received the prior consent of the Party that owns the Proprietary Knowledge.

**11.2.** Any proposed publication or communication of information relating to the Project by one of the Parties shall require, during the term of the Agreement and within two (2) years of its expiration or termination, the prior written consent of the other Party.

The other Party shall make known its decision within a maximum period of one (1) month from the date of notification of the request; this decision may consist of:

* the unreserved acceptance of the proposed publication or communication; or
* a request for changes, in particular if certain information contained in the proposed publication or communication is such as to prejudice the industrial and commercial exploitation of the Proprietary Knowledge and/or Results; or
* a request that the publication or communication be postponed if real and serious causes appear to require it, in particular if information contained in the proposed publication or communication must be protected as industrial property.

In the absence of a Party's response after this period, consent shall be deemed to have been given by that Party.

These publications and communications shall mention the contribution made by each Party to the fulfilment of the Project.

**11.3.** The stipulations of this Article 12.3 shall not affect:

* the requirement for each Project participant to produce an activity report for the organisation to which he/she/it is affiliated. The dissemination of Confidential Information in this context shall be limited solely to those bodies that need to know it on condition that they undertake to observe the stipulations relating to confidentiality;
* the thesis defence of the researchers participating in the Project or the internship defence of interns participating in the Project. This defence shall be organised in accordance with the university regulations and confidentiality stipulations. If necessary, it may be recorded on camera and each member of the board of examiners shall be bound by a confidentiality agreement.

1. **LIABILITY AND INSURANCE**

**12.1. General Stipulations**

The Parties each waive their right to claim compensation from the other for any indirect damage (loss of production, loss of profits, etc.) that may arise under the Agreement.

**12.2. Staff of the Parties**

Each Party shall cover its staff in accordance with the relevant legislation applicable in the field of health insurance, work-related accidents and occupational illnesses and shall accomplish the formalities incumbent upon it.

**12.3. Damage to the Parties' property**

Each Party shall be liable for any damage it causes to the movable or immovable property of another Party as a result of or in connection with the performance of the Agreement.

**12.4. Damage to third parties**

Each Party shall bear the pecuniary consequences of its civil liability under the ordinary law, for any bodily injury or material damage caused to third parties during the work carried out within the framework of the Agreement.

**12.5.** **Insurance**

Each Party shall purchase and maintain the necessary insurance policies to cover any damage to property or injury to persons that may arise in connection with the fulfilment of the Agreement.

**12.6. Disclaimer of Liability in relation to Proprietary Knowledge and Results**

The Proprietary Knowledge or Results and/or other information communicated by one of the Parties to any other Party in the performance of the Agreement shall be communicated "as is" without any guarantee of any kind.

Such Proprietary Knowledge, Results and information shall be used by the Parties at their own expense, risk and peril, and consequently, no Party may initiate a claim against the other in any capacity or on any ground whatsoever relating to the use of such Proprietary Knowledge, Results and/or other information, including in the event of third-party claims alleging an infringement of intellectual property rights.

1. **GENERAL PROVISIONS**

This Agreement expresses all obligations of the Parties.

1. The Agreement may not be transferred or assigned to a third party without the prior written consent of the other Parties.

No Party may assign or transfer to a third party all or some of its rights and obligations under this Agreement without the prior written consent of the other Parties.

1. The provisions of the Agreement may not be modified without the prior written consent of the Parties. Any changes shall be the subject of an amendment to this Agreement signed by the Parties.
2. Nothing in the Agreement shall entitle one of the Parties to give undertakings of any kind on behalf of another Party.
3. The waiver by one Party of its rights in the event of a breach of the provisions of the Agreement by another Party shall not be construed as a definitive waiver of such rights in the future.
4. Should one or more stipulations of the Agreement be considered null and void or inapplicable by a competent court, that stipulation shall be deleted from the Agreement and the Parties shall make their best efforts to replace it, without affecting the validity and applicability of the other stipulations.
5. The Agreement shall not imply any commitment by one of the Parties to hire the Doctoral Candidate at the end of the thesis.

1. **DISPUTES**

In case of difficulty with the interpretation, performance or validity of the Agreement, and except in case of urgency justifying the referral to a competent court ruling in summary proceedings, the Parties shall endeavour to resolve their dispute amicably.

In the event that the Parties fail to resolve their dispute within three (3) months of the receipt of a registered letter with acknowledgment of receipt notifying one of the Parties of the dispute, any Party may bring the dispute before the competent courts, and according to the law of the defendant's registered office.

In case of dispute, only the French version of the joint thesis supervision agreement will be legally binding.

1. **PROTECTION OF PERSONAL DATA**

The 2 partners commit themselves to respect the EU directive 2016/679, they guarantee an ethical use of the exchanged personal data. They refrain from making any other exploitation that those planned in the clauses of this agreement. The 2 partners also make a commitment to secure the personal data transmissions during their dematerialized exchanges

1. **LIST OF ANNEXES**

The following documents are attached to the Agreement and form an integral part thereof:

* Annexe 1: Scientific description of the Project,
* Annexe 2: Technical annex to the Agreement for the joint supervision and awarding of a double doctorate diploma for [name of the candidate].

Signed in Lille, in ............. original copies, of which one for each Party:

In Lille, date In [COMPLETE], date

|  |  |
| --- | --- |
| President of the University of Lille  France | Title of XXX  Country |
| Pr. Régis BORDET | Title and Name |

|  |  |
| --- | --- |
| Thesis Supervisor  At the University of Lille - France | Thesis Supervisor  At XXX University - Country |
| Title and Name | Title and Name |

|  |  |
| --- | --- |
| Laboratory Director  At the University of Lille - France | Laboratory Director  At XXX University - Country |
| Title and Name | Title and Name |

|  |  |
| --- | --- |
| Director of the Graduate School SESAM  At the University of Lille - France | Director of the Graduate School  At XXX University - Country |
| Pr. Guillemette DE LARQUIER | Title and Name |

Doctoral Candidate: Last name, first name

**Reference texts**

**In France**

* Decree of 25 May 2016 establishing the national training framework and the procedures leading to the award of the national doctoral degree;
* Decree of 1 July 2016 amending Articles 9 and 16 of the Decree of 25 May 2016.
* Decree of 26 August 2022, modifying the Decree of 25 May 2016.

**ANNEXE 1**

**SCIENTIFIC DESCRIPTION OF THE PROJECT**