

## Agreement for joint supervision of a doctoral thesis (“cotutelle”)

### Checklist

The FGU would like to point out that this checklist is for guidance only and does not claim to be exhaustive. The contracting parties to the joint supervision of thesis (“cotutelle”) agreement are solely responsible for the content of the document they draw up. The FGU cannot be held responsible should any discrepancies or difficulties arise as a result of the use of this document and the wording proposed in it. Not all of the following points need to be addressed in a “cotutelle” agreement.

### Composition and structure of a “cotutelle” agreement

- Reminder:

*The prerequisite for a binational doctoral procedure (“cotutelle de thèse”) is a cooperation agreement, known as a “convention de cotutelle”, which must be concluded individually for each “cotutelle” project between the two participating universities and forms the legal basis for the joint supervision of doctoral thesis and the awarding of doctoral degrees. In principle, it is possible to conclude an agreement for each individual “cotutelle de thèse” or to opt for a framework agreement which applies to several doctoral procedures.*

*In France, the framework conditions for doctoral studies are set by the Ministère de l'Enseignement supérieur, de la Recherche et de l'Innovation (MESRI). In recent years, the MESRI has revised the national framework governing the right to confer doctoral degrees through the publication of a decree (“Arrêté du 25 mai 2016”), which in the first 19 sections sets out the modalities for the awarding of national doctoral degrees to ensure comparability across all universities. Section 20, however, states that the universities may permit exceptions in order to make allowance for binational “cotutelles de thèse”.<sup>1</sup>*

*In Germany, the faculties are generally responsible for the right to award doctoral degrees, so that different regulations may exist not only at each university, but even at each faculty. Before setting up a “cotutelle de thèse”, it is therefore important to ensure that the respective doctoral regulations contain an opening provision allowing binational supervision of theses. If this is not the case, a corresponding provision should be included specifying that in individual cases, deviations from the general regulations can be made. If a university is intending to set up a framework doctoral regulation, it would be of advantage to incorporate an opening provision allowing binational supervision of doctoral theses. A uniform procedure within the university could reduce the administrative burden on the faculties when drawing up a “cotutelle” agreement.*

- Brief introduction
- Preamble
- Main section:

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<sup>1</sup> See. Ministère de l'Enseignement supérieur, de la Recherche et de l'Innovation : La formation doctorale. <https://www.enseignementsup-recherche.gouv.fr/cid111561/la-formation-doctorale-renovee-par-l-arrete-du-25-mai-2016.html> [at 8.6.2021]

- Objectives and scope, delimitation, substitution of doctoral regulations
- Where applicable, legal references (state law, enrolment and doctoral regulations, opening provision)

*The aim here is to show that, against the background of the respective applicable regulations, the agreement provides for corresponding deviations allowing for binational supervision of theses. Clear reference should therefore be made to the underlying legal regulations, as well as to the necessity of the deviation, so that the agreement substitutes the applicable underlying regulations.*

- Modalities:
  - Administrative modalities
  - Study and examination modalities
- Termination, final and transitional provisions

### **Contents:**

- Name of both universities (agreement between universities A and B)
- Name of doctoral student (date/place of birth)
- Title of dissertation (and subject area)
 

*With respect to the subject area, please note that German universities sometimes have more restrictive subject-related admission requirements for doctoral candidates than French universities.*
- Laboratory at the home university
- Administrative modalities
  - Duration of the dissertation
  - Preparation time for the dissertation
  - Length of stay in both countries (presence at the two universities)
 

*Here, you should indicate how much time the doctoral student will spend in each of the two countries. Ideally, candidates should spend an equal amount of time in each country. In order to take any conditions linked to the funding of the doctoral studies into account, deviations can also be agreed here. With respect to form, it is advised to specify a minimum stay and/or the distribution of time as a percentage or timetable.*
- Possible provision of a flat/accommodation
- Funding of the “cotutelle de thèse”, if applicable
- Enrolment (time and duration of enrolment); enrolment and tuition fees (exemption provisions)
- Social security and liability insurance
- Study and examination modalities
  - Compliance with the rules of the universities
 

*Here, mention should be made of any regulations specific to the respective universities. In*

*particular, you should set out here how the provisions of the “règles de suivi de thèse” are to be observed or implemented.*

*Reference should also be made here to the respective regulations for doctoral studies and the basis on which deviations from these are possible (doctoral regulations at the German universities, “Arrêté du 25 mai 2016” for the French universities in the respective valid version, see page 1).*

➤ **Seminars / compulsory participation in colloquia**

*If the doctoral candidate is required to participate in colloquia, you should specify here precisely what this obligation entails. If the doctoral candidate is expected to teach courses, the number of hours for this activity should also be specified here. It is above all important to ensure that the compulsory courses in France and Germany do not accumulate, but are validated by both universities.*

➤ **Nature of supervision**

*Full-time or part-time depending on whether the dissertation relates to a field of university research or is work-based. Here, it is also possible to include information about the career start (e.g. how the topic relates to the chosen professional orientation, type of job, period of professional integration after the defence, etc.)*

➤ **Submission of the dissertation**

*Specify how many copies of the dissertation must be submitted and whether a digital version is also required (and if yes, in what form).*

➤ **Assessors of the dissertation (selection and appointment)**

*As the regulations in France and Germany are usually diametrically opposed, you should specify here to what extent a “French”, “German” or a combined evaluation should prevail. You should also state which of the two institutions should have organisational responsibility. As a rule, it makes sense for the university where the defence is held to assume this role. The number of assessors should also be defined. In Germany, the two supervisors of the thesis generally submit a graded assessment; in France, two external (ungraded) preliminary assessments (“pré-rapports”) must be submitted before a decision to initiate the examination procedure and authorise the defence is taken. It may also be expedient to point out the possibility or obligation to obtain a further assessment (in Germany, e.g., this is often required in the case of two “summa cum laude” assessments). Since in Germany it is usual that the dissertation be made available to other members of the university to enable them to consult and express an opinion, reference to this procedure should also be made here. This can also sometimes lead to delays, which need to be taken into account particularly in view of French recruitment deadlines.*

➤ **Examination committee (jury) (selection and appointment)**

*Here, too, the regulations between Germany and France generally differ considerably. The selection must observe a number of principles, while also respecting equality and parity. Under this point, you should specify among other things how many members the jury must/should have, how many of them must be external or internal and whether there is a gender quota. Here, you should also indicate which university bears organisational*

*responsibility for the examination (usually that where the defence is to be held) and according to which criteria the jury members are selected or appointed. In particular, you should state whether the jury members or examiners must be professors or whether other academics and non-professorial teaching staff can assume this role. In general, it makes sense to strive for a parity solution with regard to the composition of the committee, not only in respect of the number of French and German members, but also the number of internal and external members. If a German university does not allow external members on the committee, one possibility is to appoint members who ultimately only participate in the procedure in written form (e.g. through a “pré-rapport”). Another potential problem is that in German universities the dean of the faculty (who may have a different area of specialisation) is often appointed as the chair of the examination committee. Here, too, creative solutions must be found in order to avoid potential conflicts of interest. Where the doctoral regulations of the German university allow for deviations from the norm in the case of “cotutelle” doctoral procedures, basically many things are possible here – they simply have to be laid down in the agreement.*

- **Mobility costs; travel and accommodation costs for members of the examination committee**

*State here which university is to cover which costs. Here, reference can/should be made to the “cotutelle” support offered by the FGU. It is worth bearing in mind that many German universities organise their defences without external assessors and therefore often do not include such costs in their budgets, whereas French universities are usually prepared for this.*

- **Admission to the examination (defence)**

*Here, you should indicate which documents (preliminary assessments, opinion of the laboratory director) need to be submitted for admission to the examination as well as who is charged with authorising the admission. It may also be necessary to explain the function of the “comité de suivi de thèse” and the management of the “école doctorale”. If a framework agreement for the supervision of thesis (“cotutelle”) which provides for special obligations has been concluded on the German side, the permanent doctoral committee of the faculty concerned will also have to be consulted.*

- **Place of defence**

*Indicate the place where the defence is to be held. When making the choice, it is also important to consider the different forms of defence in Germany and France. For example, the examination regulations at many German universities provide for an examination of topics within the framework of a disputation that are explicitly unrelated to the dissertation, which does not correspond to the usual framework for a French defence.*

- **Evaluation of the dissertation / defence<sup>2</sup> / overall assessment and, if applicable, awarding of grades or “mention”**

*Under this point, you should specify the criteria for evaluating the dissertation and the*

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<sup>2</sup>Different forms of defence: rigorosum / disputation

*defence. For example, what percentage should the grade for the written dissertation represent in the overall assessment (usually the case in Germany) and to what extent the defence is graded or not (in France the defence is usually not graded).*

*It is important that the partner universities agree on how the dissertation should be graded. The “Mention très honorable avec félicitations du jury” usually corresponds to “summa cum laude”. However, given that in France it is no longer customary to award a “mention”, while in Germany an ungraded dissertation will in most disciplines pose a problem of recognition (especially if a university career is being pursued), it is imperative to discuss a solution in advance and stipulate this in the “cotutelle” agreement.*

*Something else that needs to be taken into consideration in advance – especially if the doctoral candidate is aiming for a university career in France – is that in Germany the protocol of the defence written by the chair of the examination committee is usually relatively short and does not correspond to the form of a “rapport de soutenance” as it is required in order to apply for a job in the French civil service. In any event, the report must (also) be available entirely in French and it usually contains the (potentially extensive) opinions of all jury members.*

➤ Language:

- ✓ The dissertation is written in the following language:
- ✓ Candidate’s native language
- ✓ The language of the defence
- ✓ The language(s) of the oral and written summary of the thesis

*The length of the oral and written summary of the thesis should be defined.*

➤ Form of the assessments

*Determine whether the assessments should be graded (as in Germany), or whether they should rather have the function of a French “rapport de thèse” (with or without “mention”, depending on the university). As mentioned above, in Germany, the two examiners of the thesis often submit a graded assessment; in France, two much shorter external (ungraded) written preliminary assessments (“pré-rapports”) decide whether a defence can take place.*

➤ Form and language of the certificate(s)

*Under this point, you should stipulate whether the candidate will receive a joint doctoral certificate and, if so, what form this should take, or whether two separate certificates will be issued.*

➤ Awarding the academic degree; issuing the doctoral certificate

*Define here what the exact designation of the academic degree should be.*

➤ Using the title of doctor

*Specify from which point in time it is permissible to use the title of doctor, since here, too, the regulations may differ from university to university and from country to country.*

• Protection and publication of the dissertation

➤ Archiving

➤ **Reproduction / duplication**

*The dissertation must be published in France and Germany. The protocol(s) (in France “rapport de soutenance”, in Germany “Protokoll der Verteidigung”) of the defence of the dissertation must contain a recommendation for publication, i.e. the written dissertation may be published either as submitted or after corrections have been made. As a rule, the supervisors monitor that corrections are carried out correctly.*

*In Germany as well as in France, there is the possibility to publish the dissertation digitally via an open publication server or via a publishing house (which may be subject to a fee). If the dissertation is supported by the FGU “Cotutelles de thèse” programme, a résumé of the dissertation must be published on the page “Thèse en ligne”. Where applicable, the costs for the publication can also be financed through the FGU’s “cotutelle” funding.*

➤ **Publication**

*Here, you can define the modalities for organising a joint publication. Both France and Germany have published very good best scientific practice codes<sup>3</sup> that could be referenced here. In France, these best practice rules are defined in the “Charte déontologique ou éthique du doctorat” and the “Charte anti-plagiat” and are based on the registration in the “Fichier central des thèses”.*

➤ **Intellectual property, patent, right of use**

*In some cases, especially if the “cotutelle de thèse” is carried out together with an industrial partner, it is possible to include ancillary conditions on intellectual property in the agreement. However, it is important to ensure that these do not hinder the publication of the dissertation on the one hand or any publication papers linked to the work on the dissertation on the other. If the results of the research conducted in the context of the “cotutelle” dissertation are patentable, a provision could be included that regulates the procedure for a possible (joint) patenting. Again, such an agreement must not hinder the publication of the dissertation.*

➤ **Confidentiality**

● **Entry into force of the agreement, commencement and termination of the agreement**

*Specify the exact date when the agreement enters into force. You should also define the procedure in the event that the legal regulations change (“Arrêté du 25 mai 2016” in France, doctoral regulations at the different faculties in Germany) and whether the new regulations are to take effect (and, if so, under what conditions).*

➤ **Signatures of all contracting parties**

*(President/rector and dean/chair of the École Doctorale (ED), chair of the doctoral committee, supervisor, doctoral student...)*

➤ **Date and place**

➤ **Abandonment**

*A provision should be included describing the procedure if the candidate abandons the doctoral procedure.*

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<sup>3</sup> [https://www.dfg.de/foerderung/grundlagen\\_rahmenbedingungen/gwp/](https://www.dfg.de/foerderung/grundlagen_rahmenbedingungen/gwp/)

➤ Violation of the agreement

*Establish what constitutes a violation of the agreement and what the consequences of such a violation are.*

➤ Liability, settlement and termination; dispute resolution

*Here, it is important to explain the procedure in the event of a dispute.*

➤ Annexes

*For example, a sample of a joint doctoral certificate and/or versions of the certificates awarded by the respective universities.*