

## CO-TUTELLE AGREEMENT

governing the procedure for the award of the doctoral degree to

Mr./Ms.

.....

**concluded**

by and between

**Adam Mickiewicz University in Poznań**, ul. Henryka Wieniawskiego 1, 61-712 Poznań, Poland,  
represented by Prof. dr hab. Piotr Pawluć, Vice-Rector for Human Resources and Doctoral School,  
countersigned by mgr Agnieszka Palacz, Bursar, hereinafter referred to as **AMU**

and

....., with its registered office in ....., represented

by ....., Rector, hereinafter referred to as the **Partner**,

hereinafter jointly referred to as the **Parties**, and this agreement hereinafter referred to as the **Agreement**,

The Parties have agreed as follows:

Pursuant to the applicable regulations listed in Appendix No. 1 to the Agreement:

### §1

#### Subject

1. A joint doctoral assessment process (co-tutelle) shall be established in PhD program of Mr./Mrs. ....and the doctoral dissertation entitled: "....." written in the field of ..... in the discipline of ....., as of the date of signing this Agreement, who hereinafter shall be referred to as the **doctoral degree candidate**.
2. Where the Agreement refers to doctoral studies, this should be understood as relevant studies pursued in a doctoral school.

### §2

#### Co-tutelle

The doctoral dissertation prepared at the Doctoral School of ....., Adam Mickiewicz University will be jointly supervised by:

- a) Mrs./ Mr. .... of the Faculty  
..... / the Department of ....., who will  
act in the capacity as supervisor representing AMU,
- b) Mrs./ Mr. .... of the Department ....., University of  
....., who will act in the capacity as supervisor representing the Partner.

### §3

#### **Applicable law and courts**

1. The provisions of this Agreement shall be governed by and construed in accordance with both the laws of Poland and the laws of (country)....., without regard to the conflict of law provisions of any state, as follows. All the rights and/or obligations which arise from either an act or an omission happened (or that should have been happened) within the territory of Poland, or through an IP address located in the Poland, shall be governed by and construed in accordance with the laws of Poland. All the rights and/or obligations which arise from either an act or an omission happened (or that should have been happened) within the territory of (country) ....., or through an IP address located in (country) ....., shall be governed by and construed in accordance with the laws of (country) .....
2. The courts of (country) ..... will be the exclusive forum for any court proceedings instigated by AMU. The courts of Poland shall be the exclusive forum for any court proceedings instigated by the Partner.
3. In the situation referred to subparagraph 1 and 2, the competent court to adjudicate disputes will be the court of factual and local jurisdiction for the seat of AMU.
4. The proceedings for the award of the academic degree of *doktor* referred to in the Agreement will be conducted in accordance with the legislation binding on the Parties and the internal regulations of each Party, unless the Parties decide otherwise.
5. The conditions of publication of the dissertation, its use prior to publication, protection of the topic and the results of research protected by copyright are governed by the law of the country in which the dissertation is to be defended, unless the applicable laws of the Parties provide otherwise.

### §4

#### **Immatriculation, health and social insurance**

1. A doctoral degree candidate shall be admitted to a doctoral program at both Parties with a simultaneous mutual exemption from administrative fees and fees for doctoral studies at the partner institution, if the legislation applicable to each Party so provides.  
Date of admission to the doctoral program at Adam Mickiewicz University: .....
2. If it is permissible under the regulations, each Party may credit the parts of the study program completed during the stay in the other Party towards the completion of its own study program.

3. During stay in (country) ....., a doctoral degree candidate should take out sickness and accident insurance on his own and fulfill the formalities in order to receive free medical treatment in accordance with the applicable legislation.
4. A doctoral degree candidate is entitled to social insurance and universal health insurance in accordance with the legislation in force in the countries where the Parties are located.

## **§5**

### **Duration of the proceedings**

1. The period necessary for the preparation and writing of the doctoral dissertation is spent by the doctoral degree candidate according to the schedule established in consultation with the research supervisors in the relevant units of both Parties, which said schedule constitutes Appendix No. 2.
2. The period allocated for the preparation of the doctoral dissertation within the doctoral studies shall be no less than 6 semesters and no longer than 8 semesters. This period may be prolonged in accordance with the national legislation binding on both Parties to the Agreement.
3. The doctoral studies shall be implemented in accordance with a separately established plan which constitutes Appendix No. 3 to the Agreement. In the case of AMU, it will be the Individual Research Plan.

## **§6**

### **Activities taken during the proceedings**

1. A request for the initiation of proceedings for the conferment of the academic degree of *doktor*, including the documents stipulated in the regulations applicable to the Parties, shall be submitted to AMU.
2. The Scientific Council of the relevant discipline shall adopt resolutions on commencement of proceedings and appointment of a supervisor (possibly a second supervisor, an auxiliary supervisor), appointment of reviewers in accordance with the rules and regulations binding for AMU.
3. The Partner shall adopt resolutions on commencement of proceedings and appointment of a supervisor (possibly a second supervisor, an auxiliary supervisor), appointment of reviewers in accordance with the rules and regulations binding for the Partner.
4. The defense of the dissertation will take place according to the rules binding on the Parties, with the Parties allowing for the possibility of conducting the defense by means of remote communication in accordance with national regulations.
5. The Partner may require the doctoral degree candidate to perform additional activities in connection with the Agreement required under the regulations applicable to the Partner, but these activities must be included in the study plan and schedule of the proceedings.
6. Diplomas confirming the award of the doctoral degree shall be issued by AMU and Partner in compliance with the regulations applicable to the Party issuing the diploma.
7. The Scientific Council of the relevant discipline shall adopt a resolution on awarding a doctoral degree in the discipline of ..... in the scope of the relevant scientific discipline (abbreviated as "Dr") in accordance with the regulations in force at AMU, including internal regulations.

8. The Partner shall adopt a resolution on awarding a doctoral degree of doctor of ..... (abbreviated as Dr.) in accordance with the regulations in force at the Partner, including internal regulations.

## §7

### Doctoral Committee

1. The Scientific Council of the discipline may appoint a Doctoral Committee for the following actions in the proceedings, meeting the requirements under the regulations binding on both Parties:
  - a) to accept the doctoral dissertation and admit it to public defense;
  - b) to accept the public defense of the doctoral dissertation;
  - c) submit a request to the scientific council of the discipline to confer or refuse the degree of *doktor*;
  - d) to refer a request to the Scientific Council of the discipline to distinguish the doctoral dissertation if such a request was formulated in at least two reviews of the doctoral dissertation.
2. The Doctoral Committee shall be appointed by the Parties, taking into account their respective laws and internal regulations, in accordance with the procedures applicable to the Parties, and the composition of the Doctoral Committee must be accepted by both Parties.
3. In the case of AMU, the members of the Doctoral Committee shall be appointed by the Scientific Council of the Discipline of ..... by way of a resolution in accordance with internal regulations.
4. In the case of the Partner, the members of the Doctoral Committee shall be appointed by the PhD Academic Board.
5. Members of the Doctoral Committee, appointed for the activities referred to in subparagraph 1, shall be appointed in accordance with the rules in force at the place of the proceedings and in accordance with the regulations in force in Poland.
6. Reviewers appointed by the Partner and AMU may be members of the Doctoral Committee in accordance with the rules in force in Poland.
7. Costs related to the travel and stay in Poland of the members of the Doctoral Committee coming on behalf of the Partner shall be covered by AMU.
8. Costs related to the travel and stay of the members of the Doctoral Committee at the Partner's place shall be covered by the Partner.

## §8

### Procedure Funding

1. Any and all costs of the procedure not indicated in the Agreement and connected with its performance in the territory of the Republic of Poland shall be covered by AMU from the

resources of the Faculty of....., for which the Dean of the Faculty of ..... agrees / by another entity, i.e. ....

2. Any and all costs not indicated in the Agreement for the activities performed in the country of the Partner's registered office shall be covered by AMU from the resources of the Faculty of ....., for which the Dean of the Faculty of ..... agrees / by another entity, i.e. ....
3. An and all costs associated with the performance of this Agreement (including the costs of the proceedings and doctoral studies) will be covered in accordance with the financial plan of the proceedings, which constitutes Appendix No. 4, by the entities indicated in this plan.

## **§9**

### **Languages of defense and doctoral dissertation**

1. The dissertation shall be written in English.
2. The dissertation shall be defended in English.
3. Abstracts of the dissertation shall be additionally be prepared in: Polish, English and ..... .
4. If the dissertation is not in written form, it will be provided with a description in Polish and English.

## **§10**

### **Final provisions**

1. This Agreement shall enter into force on the date of its signature by all representatives of both Parties indicated below and shall be valid until the completion of the entire procedure for the award of the doctoral degree within the doctoral program.
2. Either Party may terminate this Agreement before the end of its term if it considers that the quality of the research and the progress of the doctoral degree candidate's academic work is unsatisfactory or for other important reasons it cannot be completed. In this case, the termination should take place at least six months before the start of the academic year.
3. The Agreement shall be concluded under the resolute condition of the removal of the doctoral degree candidate from the list of doctoral students.
4. Any amendments to this Agreement shall be made in writing in the form of an annex, otherwise being null and void.
5. The Agreement has been prepared in two copies in English The copies of the Agreement have equal legal force.
6. AMU shall be responsible for entering the data into the POL-on system or any other system that replaces it in the future due to the conclusion of the Agreement in question, and will be entitled to receive financial resources from the subsidy related to the education of the doctoral degree candidate.

For and on behalf of AMU: \_\_\_\_\_

Template

Place and date: \_\_\_\_\_

For and on behalf of the Partner: ..... - Rector

Place and date: \_\_\_\_\_

**AMU Faculty Dean approval:**

For and on behalf of the Faculty of \_\_\_\_\_:

\_\_\_\_\_

Place and date: \_\_\_\_\_

**Doctoral dissertation supervisor approval:**

AMU's doctoral dissertation supervisor: \_\_\_\_\_

Place and date: \_\_\_\_\_

Partner's doctoral dissertation supervisor: .....

Place and date: \_\_\_\_\_

**Doctoral degree candidate approval:**

Mr./ Mrs. ....

*(doctoral degree candidate)*

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Template

Signature: \_\_\_\_\_

**Doctoral School Director approval**

\_\_\_\_\_  
*(academic title/degree, first and last name)*

Director

Doctoral School of \_\_\_\_\_

Adam Mickiewicz University in Poznań

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Partner institution approval**

\_\_\_\_\_  
*(academic title/degree, first and last name)*

Director

Doctoral School of ..... –  
University .....

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Appendices:**

1. An index of current legislation
2. Schedule of proceedings for the award of the doctoral degree
3. Individual Research Plan
4. Financial plan of the proceedings and doctoral studies



**Appendix No. 1**

**Legal regulations applicable to the doctoral procedure pursued by:**

..... (*doctoral degree candidate*)

Legal regulations in force in Poland:

1. Act of 20 July 2018 - Law on Higher Education (consolidated text in the Journal of Laws 2021 item 1668, as amended)

Legal regulations in force in (Partner's country) .....

1. ....