

## Specific agreement for a Doctoral Double Degree

Between

### **THE UNIVERSITY OF BORDEAUX**

Public Scientific, Cultural and Professional Establishment  
Located at 35 place Pey-Berland – 33000 Bordeaux (France)  
Represented by its President, Professor Manuel TUNON DE LARA  
Hereinafter referred to as UBx, on one hand,

And

### **INDIAN INSTITUTE OF TECHNOLOGY MADRAS**

Educational institution created by an Act of Parliament  
Located at Chennai 600 036, Tamil Nadu, India  
Represented by its President, Professor Bhaskar Ramamurthi  
Hereinafter referred to as "IITM", on the other hand,

Hereinafter referred to as the "Parties".

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Considering the communication of the present Agreement to the French Ministry of Higher Education and Research and to the French Ministry of Foreign Affairs,

Considering the Cooperation Framework agreement between UBx and IITM signed on 18/12/2015,

Considering the decision of the UBx's management board ("Conseil d'administration") dated October 9<sup>th</sup>, 2014 concerning the delegation of authority to the president of the university,

Considering the recommendation of the UBx's Sciences and Technologies department Committee (« Conseil de département ») concerning the present agreement dated November, 12<sup>th</sup> 2014,

Considering the recommendation of the UBx's Studies and Student Affairs Commission (« Commission de Formation et de la Vie Universitaire ») concerning the present agreement dated May 12<sup>th</sup>, 2016,

Considering the French Education Code and in particular articles L.123.7 and D.123-15 to D.123-22 related to the higher education public service's missions in relation to international affairs,

Considering the order of January 6<sup>th</sup>, 2005 pertaining to the international supervision of thesis ("cotutelle") modified by the order of August 7<sup>th</sup>, 2006,

Considering the order of August 7<sup>th</sup>, 2006 pertaining to the doctoral studies,

Considering the order of August 7<sup>th</sup>, 2006 concerning the registration, reporting, reproduction, dissemination and preservation of thesis or works submitted during the defense,

#### THE PARTIES DECIDE AS FOLLOW:

#### **Article 1. Objective and scope of the agreement**

1. The purpose of this agreement is to specify the general terms under which PhD students from IITM studying at UBx and PhD students from UBx studying at IITM may be awarded, upon successful fulfillment of all requirements for graduation at each institution, the PhD degree from both institutions.
2. According to French national laws, for each student a specific joint supervision agreement ("*accord de cotutelle*", hereinafter "*cotutelle agreement*") will be jointly signed by the authorized representatives of each institution, the representative of each graduate school, the thesis supervisors and the student. This agreement will specify the conditions to the scientific award of the PhD degree of both institutions.

#### **Article 2. Double degree work program**

1. The work related to the thesis will be carried out in both signatory institutions, in alternate periods of similar length spent in each country, according to scientific requirements.
2. The duration of the preparation of a thesis is in general of three (3) years. Derogations can be given by the legal representative of the institution or any of its members having an explicit proxy, on justified request of the Doctorate supervisors at each

institution and the applicant. Accordingly permission to conduct a 4<sup>th</sup> year will be assessed by the competent bodies at each university at the end of the third year.

3. When applicable, credits obtained at the host institution can be considered for accreditation at the home institution.

### **Article 3. Award of qualification**

1. In order to receive the PhD degrees, students shall spend 12 (twelve) to twenty-four (24) months at each institution. The exact mobility period will be specified in the individual cotutelle agreement. In any case, students cannot stay less than twelve (12) months at each institution for a 3-year doctorate or less than eighteen (18) months in case a 4<sup>th</sup> year is permitted. Both thesis supervisors are in charge of the application of the minimum mobility periods of the doctoral student in each institution.
2. Each student who satisfactorily meets the academic requirements for the award of the degree of both institutions shall receive the PhD degree from both institutions.
3. Each institution decides, on its own internal criteria, if the PhD student has fulfilled all the requirements to obtain his/her degree. When applicable, each institution should provide information that allows grading on the local grading scale of the other institution.

### **Article 4. Supervision and examination**

1. An advisory committee consisting of multiple faculty members from both institutions shall be appointed to each student to provide supervision on the study and research. Two major supervisors (one per institution) shall be selected from the committee members. A faculty member who is assigned for a major supervisor must hold a habilitation qualification. The two thesis supervisors commit themselves to collaborate and jointly supervise the student for the whole duration of the thesis.
2. Doctoral thesis examination shall be held jointly by both institutions through a single defense organized at one of the partner institution. The authorization to defend a thesis will be given jointly by the president or dean of the Parties after a preliminary procedure. This preliminary procedure consists of a review by at least two *rapporteurs* appointed by the Parties, entitled to direct research, and not belonging to any of the two institutions.
3. The *rapporteurs'* opinion is made known through written reports on the basis of which the president or dean of the Parties authorize the defense. These reports are communicated to the jury and the applicant before the defense.

4. The jury is appointed jointly by the contracting institutions. It is composed of an equal number of members of both institutions (50%), and of personalities not belonging to these institutions (50%). Members of the jury must hold a habilitation qualification.
5. The jury is made up of four (4) members at least and of eight (8) members at most. The members of the jury nominate a chairman among them who must be a professor or assimilated. A doctorate supervisor cannot be Chairman.

#### **Article 5. Academic calendar**

Commencement of the academic year is in October at UBx and last week of July at IITM. Specific arrangements will be foreseen in the individual cotutelle agreement.

#### **Article 6. Numerus clausus**

The number of students to be admitted is to be negotiated annually between the partner institutions in accordance with local capacity and regulations, considering a maximum of two (2) PhD students per partner institution and year. This number can be modified, if necessary, based on the discussion between both institutions. In any case, the two institutions will admit a balanced number of students through this agreement.

#### **Article 7. Language requirement**

1. In order to carry out the course of study, each student shall possess sufficient English language ability.
2. According to French national laws, the student should provide a summary of the thesis in French to UBx. A summary of the thesis in English should be provided to IITM.

#### **Article 8. Admission, enrollment and fees**

1. The institution where PhD students are originally enrolled is considered their home institution. The other institution of the double degree program is their host institution.
2. The PhD student wishing to participate in the doctoral double degree Program under this agreement shall be selected by the IITM collaborating faculty, and UBx collaborating doctoral school. The selected PhD student will also be evaluated by the host institution in order to be admitted to the double degree program. PhD students

must comply with the concrete admission requirements of the program they want to participate in.

3. The entrance examination fee shall be paid to both institutions. However, in the case where the entrance examination fee is not requested, there is no need to pay the fee.
4. The students should matriculate each academic year at the two (2) institutions until the defense date.
5. The doctoral student will pay the registration fees only in one institution each year (he/she will be waived in the other institution as far as is permitted by national laws). The distribution of the payment between the two institutions will be agreed in the individual cotutelle agreement. At least one year should be paid to the host institution during the mobility period.
6. Both institutions affirm and agree that the mobile students will be entitled to the same rights and privileges and subject to the same rules, policies, penalties and discipline as other enrolled students at the host institution.

#### **Article 9. Services for international researchers**

1. Each institution shall provide necessary logistical supports, including the assistance to the visa application in order to facilitate PhD student mobility. Each institution shall assist the mobile PhD students in finding adequate housing on or near the campus.
2. The international office of each institution assists the mobile students to obtain necessary information of all aspects, such as visas, health services, housing, language tutoring and cultural activities.
3. Both institutions will ensure that each mobile student will be responsible for obtaining a proper visa, although the host institution will assist with their visa application. The cost for obtaining the visa shall be borne by the PhD student.
4. Both institutions affirm that each mobile student must comply with regulations for health insurance in each institution. The insurance fee to be paid during mobility shall be borne by the PhD student. On admission at the UBx, students under twenty eight (28) years old participating in the Programme have to subscribe to the student system of French Social Security (except from European Union citizens). Students participating in the Programme must join a certificate for repatriation insurance and civil liability for private life, valid without limit of repayment during their whole stay.

## **Article 10. Academic representatives**

Each institution will nominate its own academic representative, and such representatives will be responsible for ensuring that measures are taken in accordance with this agreement.

## **Article 11. Intellectual property**

Background knowledge belongs to each Party is and remains its property. The present Agreement doesn't give to the other Party any right on this intellectual property nor on the corresponding savoir-faire.

The Party remains owner of the results and savoir-faire that could be developed during the stay of a PhD student of the other Party in one of its laboratories.

Depending on the research project, special arrangements related to the Intellectual Property may be negotiated through the individual cotutelle agreement.

## **Article 12. Confidentiality and publication**

The Parties consider as purely confidential any information they could get during the stay of their PhD students in the other institution.

The Parties will inform each other about the projects of diffusion (written publication, oral communication, reports) in relation with the stay of one of their PhD students at the other institution.

During the stay of a PhD student at the other institution and up to one (1) year after, an authorization of any project of publication related with this stay must be asked at writing to the other Party, which must reply within one (1) month. In case the Party doesn't reply after this period, the authorization is deemed to have been obtained. Nevertheless, the Party whose information comes from might bring modifications before any publication. These modifications can't harm the scientific value of the publication.

Depending on the research project, special procedures for protection or dissemination of the results of the thesis may be defined and may be negotiated through the individual cotutelle agreement.

## **Article 13. Degree awarding**

After the thesis defense and on proposal of the thesis committee, each contracting institution delivers its doctoral degree in accordance with the regulations in force (2 diplomas).

Each diploma will bear the doctoral specialty from each institution, the thesis title, the name of the partner institution, and will also mention the international Cotutelle Contract between the two institutions.

#### **Article 14. Conflict resolution**

Conflicts concerning this agreement, related to its interpretation, its non-validity, its execution or its cancellation, as well as any conflict related to the addition of complementary elements or its adaptation to new conditions, will be solved according to the terms mentioned in the Cooperation Framework agreement signed by UBx and IITM as quoted in preamble.

#### **Article 15. Terms of validity and termination**

1. The Agreement shall be effective after its signature by the last of the Parties. It is valid until the term of the Framework agreement quoted in preamble. The term of the present agreement doesn't implicate the premature achievement of cooperation actions that would have been started during the duration of the Programme. After the term of validity of the Framework agreement and after an evaluation of the cooperation activities, a new agreement may be established and submitted to the procedure in force.
2. Each Party shall have the right to withdraw from this agreement by giving the other Party a six months' notice, provided that withdrawal takes effect no earlier than the end of the ongoing academic year, nor than the end of the ongoing partnership actions.
3. Students who have commenced their study before achievement or termination of the present Agreement may continue to complete their study for the originally scheduled period.

#### **Article 16. Amendments or changes**

This agreement may be amended in the form of an addendum which shall be submitted to the same procedure as the one used for the present agreement.

#### **Article 17. Redaction language and number of copies**

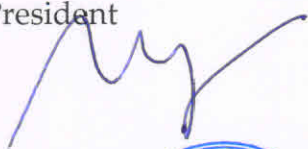
There are two (2) authentic texts of this framework agreement in English.

The signatories declare that they have read and accept the conditions laid down in the present Contract.

For the university of Bordeaux  
Bordeaux, 19/05/2016

For the Indian Institute of Technology Madras  
Chennai, ... / ... / 20...

Manuel TUNON DE LARA  
President



Prof. Bhaskar Ramamurthi  
Director





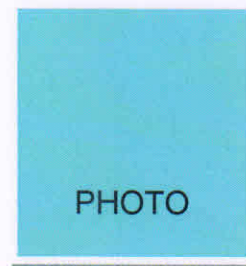
# INDIAN INSTITUTE OF TECHNOLOGY MADRAS

*hereby confers the degree of*

*Doctor of Philosophy*

*of the Institute*

on



*<<name>> for successfully completing the prescribed programme of study and presenting the thesis  
entitled << TITLE >*

*jointly with -----*

*Given this day the -----*

*under the seal of the Institute*

*Registrar*

*Director*

*Chairman, Board of Governors*

**MODÈLE G – DOCTORAT**

**RÉPUBLIQUE FRANÇAISE**

Ministère de l'éducation nationale, de l'enseignement supérieur et de la recherche

Autre(s) ministère(s) (le cas échéant)

**ÉTABLISSEMENT(S) D'ENSEIGNEMENT SUPÉRIEUR (dénomination officielle)  
DOCTORAT**

Vu le code de l'éducation, notamment ses articles L.612-7, L. 613-1, D. 613-3 et D. 613-6 ;

Vu le code de la recherche, notamment son article L.412-1 ;

Vu l'arrêté du ..... relatif à l'accréditation de (établissement) l'habilitant à délivrer des diplômes nationaux ;

Vu les pièces justificatives produites par M....., né(e) le ..... à ..... en vue de son inscription en doctorat ;

Vu le procès-verbal du jury attestant que l'intéressé(e) a soutenu le (date de soutenance) une thèse ou présenté un ensemble de travaux (choisir l'un ou l'autre cas selon la situation) portant sur le sujet suivant : (titre de la thèse ou intitulés des principaux travaux) préparé(s) au sein de l'école doctorale (nom de l'école doctorale) devant un jury présidé par (nom et titre du président) et composé de (noms et titres des membres du jury) ;

Vu la délibération du jury :

Le diplôme de **DOCTORAT** en (discipline)  
est délivré à (Mme ou M.) (prénom, NOM patronymique)

au titre de l'année universitaire.....

et confère le grade de docteur,  
pour en jouir avec les droits et prérogatives qui y sont attachés.

Fait le (date)

Le titulaire  
Signature du chef d'établissement  
(ou des chefs d'établissement,  
le cas échéant)

Signature de (ou des) autorité (s) compétente (s)  
du ministère (le cas échéant)

Le recteur d'académie,  
chancelier des universités

Numéro du diplôme