

Bi-national Joint Doctorate (Cotutelle de Thèse) at Goethe University



Internal Guidelines for University Faculties and Supervisors of PhD Candidates

Content

Introduction: What is a Bi-national Joint Doctorate?	2
A. Requirements and Advantages	3
B. Steps to arrange for a Bi-national Joint Doctorate	4
C. The Contract	5
D. The Examination Procedure	9
E. Support and Advice	11
Contact Information	11
Templates	11

Introduction: What is a Bi-national Joint Doctorate?

In a bi-national joint doctorate, the supervision of the doctoral thesis as well as the award of the doctoral degree are performed in conjunction at Goethe University and at an international (partner) university. PhD candidates perform their research at both institutions, but they submit only one thesis on one dissertation topic to only one thesis committee for both universities. After the successful completion of examination procedures, both universities award one joint doctoral degree.

Responsibility for bi-national joint doctoral procedures at Goethe University rests with the faculties. In general, procedures have to comply with the General Conditions for the Doctoral Regulations of the university and the doctoral regulations of the respective faculty. Additionally, several important aspects of supervision, procedures, and award of degree have to be regulated by a contract between both partner universities. The central administration of Goethe University supports the faculties in the preparation and implementation of bi-national joint doctorates. The central point of contact within the administration for all questions regarding bi-national joint doctorates is GRADE, the Goethe Research Academy for Early Career Researchers. For specific questions, GRADE facilitates advice and support by other institutions in charge at Goethe University as required (law department, Student Service Center et al.).

Research stays at foreign universities and participation of international scientists in examination procedures (external reviewers/supervisors) do not automatically constitute a bi-national joint doctorate. As long as the responsibility for supervision and examination procedures rests exclusively with Goethe University, regulations and requirements regarding binational joint doctorates do not apply.

A. Requirements and Advantages

In principle, any doctoral candidate at Goethe University may consider a bi-national joint doctorate. Admission requirements for PhDs such as those specified in doctoral regulations also apply for bi-national joint doctorates and have to be taken into account by the faculty.

A bi-national joint doctorate can prove beneficial especially if one or more of the following conditions apply:

- PhD candidates perform their research on a topic for which the partner university has unique expertise.
- Joint supervision can provide PhD candidates with valuable international experience and may contribute to scientific exchange between the partner universities.
- PhD candidates are interested in international career opportunities.

PhD candidates and supervisors should consider the trade-off between the added value of a bi-national joint doctorate and the additional effort required. Adequate proficiencies in both languages should already be there from the start (and - if applicable - in a separate research language). A number of administrative details will have to be arranged for each individual bi-national joint doctorate. PhD candidates will have to travel between both universities, doing at least one third of their research at each of the universities as a general rule. Mobility will require additional financial resources, which PhD candidates will have to provide for (possibly with the support of special scholarships for bi-national joint doctorates).

Goethe University encourages its PhD candidates and faculties to consider the option of a bi-national joint doctorate. It is essential, though, to adhere to the quality standards for all PhDs as laid down in the respective doctoral regulations at Goethe University. Procedures for bi-national joint doctorates should ensure that quality standards for such a doctorate are at least as high as those for regular doctorates at the same faculty.

B. Steps to arrange for a Bi-national Joint Doctorate

To arrange for a bi-national joint doctorate, the faculty - more specifically, the supervisor and/or the PhD candidate - have to take the initiative. To start with, the faculty has to give its approval to the respective PhD project being advanced in the context of a bi-national procedure. Subsequently, essential aspects of the procedure have to be settled with the partner university. Partners on both sides have to agree on their general willingness to cooperate in a bi-national joint doctorate as well as on the dissertation topic, expected duration of the procedures, responsibilities for expenditures and on further issues to be determined in a contract. Any questions that arise during the negotiation process should be resolved by consulting the relevant faculty officials and institutions (doctoral examination board, dissertation committee etc.).

Goethe University provides a **template for an agreement** on joint supervision that should be used at all times, if possible. You can easily integrate the results of your negotiations into the template and create a complete draft contract to be sent to the partner institution, thus speeding up negotiations significantly. The template also safeguards common standards for all bi-national joint doctorates. Additions to the template should be examined regarding compatibility with the doctoral regulations and other relevant regulations at Goethe University.

The draft contract **should be discussed with the relevant institutions at Goethe University** before it is sent to the partner university. This should be done in the following order: The faculty (the supervisor, if applicable) integrates the essential pieces of information and possibly the results of the first round of negotiations with the partner university into the template. The resulting first draft agreement is then sent to GRADE as a Word-editable file. GRADE consults with other responsible bodies in the central administration of Goethe University (e.g. law department) and adapts the draft, if necessary.

The adapted draft proposal is subsequently sent back to the faculty which will in turn send it to the partner university and take charge of further negotiations. Until the text is finally agreed upon, **drafts** should always be exchanged not in hard copy but as **Word-editable files** in order to prevent unnecessary delays.

The version of the contract has to be signed by the the PhD candidate, the Dean of the faculty Goethe University and the Presidents/Vice Chancellors of both universities. At least three original versions have to be signed (for GRADE, the partner university and the PhD candidate), plus additional versions for other parties, if so requested by the partner university. The faculty is in charge of obtaining the signatures of the partner university, the supervisors and the PhD candidate and will afterwards forward the contract to GRADE. GRADE will then collect the signature of Goethe University's President.

C. The Contract

For each individual bi-national joint doctorate, a contract between the partner universities is required. As one joint common doctorate will be awarded, both partners need to agree on essential aspects of the doctoral procedures (admission requirements, composition of the examination commission, scope and process of examinations, responsibilities for expenditures such as travel of commission members, content and form of PhD certificate).

The following points should be considered and – if necessary – regulated in the contract:

• **Legal Regulations for Doctorates** on both sides (e.g. doctoral regulations) should permit bi-national joint doctorates and be compatible with each other. In case of any doubts regarding legality and compatibility, you should contact the relevant authorities in the faculty (e.g. doctoral examination board).

- PhD candidates have to fulfill **admission requirements** at both universities. PhD candidates have to enroll at both universities.
- PhD candidates have to pay potential **enrollment and tuition fees** only at one university at a time. The contract should state clearly where and when. Potential exemption from fees at Goethe University does not extend to fees for goods and services which are provided automatically. Thus, for each semester actually spent at Goethe University, PhD candidates have to pay fees for the Studentenwerk, the AStA und the student ticket (about 300 EUR at the moment). These fees cover subsidized catering on campus, library services and free-of-charge public transport in Hesse provided to the PhD candidates. The benefit package can change over time, thus conditions should be checked from time to time.
- The **language** for the thesis, potential summaries and the examination(s) have to be agreed upon. The relevant doctoral regulations have to be taken into consideration.
- **Examination modalities** at both universities may be different. The faculty should check along with the partner university if there are relevant differences which have to be resolved in a contract. For example, in some countries, grades are limited to "pass" and "no pass". According to the doctoral regulations of Goethe University, grades have to be more precise. In such cases, grading modalities and grade equivalents can be specified in the contract.
- On the **board of examiners**, both universities should have equal representation. In selecting the members, the doctoral regulations of the faculty have to be taken into consideration.
- The contract should determine how **specific additional costs** of a bi-national joint doctorate will be covered, particularly travel costs for supervisors, examiners and reviewers. Usually, travel costs are paid by the respective home institutions. Some research funding institutions offer special grants for support of bi-national joint doctorate which may be used to cover these costs (e.g. DFH Deutsch-Französische Hochschule).

- **Travel costs of PhD candidates** are generally carried by the candidates themselves. Here, too, special grants for support of bi-national joint doctorates may be available from research funding institutions (DFH, DAAD).
- **Protection of intellectual property** is handled according to the relevant policies of both universities. The contract template contains a corresponding clause which is usually included in the contract. However, experience shows that this issue can be controversial in negotiations. If you expect that the PhD work will produce particularly valuable intellectual property, it could be advisable to negotiate a clause which is more detailed than the one in the contract template.
- After the PhD candidate has successfully passed all examination procedures and fulfilled all requirements, both universities will jointly award the doctoral degree and issue **one joint certificate**. The certificate should state that the title is awarded on grounds of a joint supervision agreement (Cotutelle) and that it does not entitle the candidate to use two doctoral titles (such as Dr. Dr.). If the partner university is not able to issue a joint certificate, the following alternative can be offered: each university issues an individual certificate explicitly referring to one joint degree, as mentioned above, and both certificates are then merged into one document by a seal. This procedure is indispensable and has to be laid down in the contract. E.g., in item 4 of the contract template, the following clause can be added:

"Es reicht aus, wenn die gemeinsame Urkunde wie folgt erstellt wird: Jede Universität erstellt jeweils eine Urkunde mit dem oben genannten Inhalt, welche sodann per Siegel beider Universitäten zu einer gemeinsamen Urkunde verbunden wird."

"For the preparation of the joint certificate it is sufficient that each university issues one certificate with the aforementioned content. Both will then be combined to one joint certificate via seals of both universities."

- The contract should **always be in German or in German/ English**. If the partner university insists, an exclusively English contract is possible. Additional contract languages should be avoided, if possible, as they may cause complications in negotiation and implementation of the contract within the university. Additional contract languages also increase the risk that inaccurate translations might cause legal trouble for the faculty.
- If, in a particular case, it proves unavoidable to use other languages than those recommended, the faculty has to ensure the following matters:
 - (1) The different language versions are identical in substance:

The faculty can ensure a correct translation primarily by consulting a certified translator.

If this is not possible, for instance for financial reasons, the faculty can arrange for a proper translation on their own responsibility (in due consideration of legal acceptation) and confirm to GRADE in writing (an email message suffices) that the different versions concur in terms of content.

- (2) The contract states that
 - (a) the German version is the effective version, or, if this cannot be negotiated,
 - (b) the German version shall prevail over any other version in case of an inconsistency or conflict of interpretation.
- In any case, a German or German/English version is always preferable.

D. The Examination Procedure

A Cotutelle includes a joint examination procedure endorsed by both universities. While preparing and executing the examination, supervisors and PhD candidates must consider and respect examination regulations and usages in both universities. Good knowledge of regulations and extensive negotiations with several parties will be necessary. Only then will the examination committee, the evaluators' reports, the grading etc. be acceptable for both sides and thus the final certificate will be issued without complications.

Regarding requirements for doctoral examinations at Goethe University: You can find them in the doctoral regulations of the university and the respective faculties. Advice is available at the responsible dean's office and Promotionsbüro. Additional regulations may be found in the individual Cotutelle contract. Regardless of details, the following formals steps are generally critical and indispensable for a successful conclusion of examination procedures at Goethe University:

- 1. **Application for examinations**: The candidate has to formally apply for the start of the examination process at Goethe University. An application solely at the partner university is not sufficient. An application requires submitting the dissertation and additional documentation to the dean's office or Promotionsbüro in charge.
- **2. Temporary display of dissertation and reports**: The dissertation and the evaluators' reports must be accessible for review within the relevant faculties ahead of the final examination. Thus, candidates and supervisors have to make them available to the dean's office / Promotionsbüro in a timely manner.
- **3. Examination committee**: The composition of the examination committee has to be approved by the body in charge (doctoral committee) at Goethe University before a date for the defense is set. Again, early contact with the dean's office / Promotionsbüro is required to ensure that the relevant guidelines and deadlines are respected.

- **4. Defense**: There has to be a thesis defense. Minutes of the defense must indicate the topics discussed and be signed by all members of the examination committee.
- **5. Grades**: The examiners' reports and the oral examination have to be graded according to the German grading system. In cases where grading requirements in both countries differ, grades have to be given according to an equivalence scheme like the following one:

Goethe University	Universities with no grades
summa cum laude/with distinction (0)	
magna cum laude/very good (1)	naccad
cum laude/good (2)	passed
rite/satisfactory(3)	
non rite/insufficient (4)	not passed

6. Publication of the dissertation: The dissertation has to be published in a version approved by the faculty. Only after the dissertation has been made public in an acceptable way can the doctoral candidate be presented with the doctorate certificate.

These steps are no mere formalities. They are necessary for quality assurance of examinations in the faculties/at Goethe University. They are also necessary to make an examination legally valid (e. g. examinations without minutes have repeatedly been judged invalid by German courts). Observance is thus highly recommended.

E. Support and Advice

These guidelines offer general information on bi-national joint doctorates exclusively for international purposes and should therefore not be taken as an authoritative legal communication. For further advice, please consult the responsible bodies at Goethe University, especially:

- The persons charge of doctoral procedures in at the procedures faculty questions regarding general. for Faculties responsible for doctorate procedures, are concrete responsibilities may be distributed differently at different faculties.
- GRADE (Goethe Research Academy for Early Career Researchers) regarding special features of bi-national joint doctorates.

Contact Information

Your contact at GRADE is:

Dr. Matthias Köhler

Phone: +49 (0)69 / 798-49402

Email: cotutelle@grade.uni-frankfurt.de

Templates

- 1. Agreement on Joint Supervision of Doctoral Dissertation. German/English
- 2. Agreement on Joint Supervision of Doctoral Dissertation: English
- 3. Agreement on Joint Supervision of Doctoral Dissertation: German

The templates can be obtained via the Goethe University Intranet at: http://www.uni-frankfurt.de/69518044

GU 12.01.2017

Vertrag über die gemeinsame Promotionsbetreuung (Cotutelle)

zwischen

der Goethe-Universität Frankfurt am Main, vertreten durch die Präsidentin Prof. Birgitta Wolff, Theodor-W.-Adorno-Platz 1, 60323 Frankfurt am Main, Deutschland

und

[Partneruniversität]

Präambel

Beide Universitäten verständigen sich über die Erstellung einer Promotion, deren Fertigstellung und Verteidigung aufgrund gemeinsamer Betreuung und nach Maßgabe der nachfolgenden Regelungen erfolgt.

1. Promotion

- 1.1. Dieser Vertrag gilt für:
 - [Name]
 - geboren am: [•] (nachfolgend: **Doktorand**)
- 1.2. Der Titel der Promotion ist: [•]
- 1.3. Die Promotion wird betreut von:
 - [Name, Titel des Betreuers] an der Goethe-Universität
 - [Name, Titel des Betreuers] an der [Partneruniversität]

2. Verwaltungsmodalitäten

- Der Doktorand ist an beiden Universitäten seit dem [•] als Cotutelle-Doktorand eingeschrieben.
- 2.2. Der Doktorand ist an beiden Universitäten eingeschrieben, ist aber an einer der beiden Hochschulen von der Zahlung der Einschreibe- und Studiengebühren befreit. Die Gebühren werden an die Goethe-Universität gezahlt.
- 2.3. Die voraussichtliche Dauer der Forschungsarbeit beträgt drei Jahre.

Agreement on Joint Supervision of Doctoral Dissertation (Cotutelle)

between

Goethe-Universität Frankfurt am Main, represented by President Prof. Birgitta Wolff, Theodor-W.-Adorno-Platz 1, 60323 Frankfurt am Main, Germany

and

[partner university]

Preamble

Both Universities agree to the preparation of a doctoral dissertation, whose completion and defence takes place under the joint responsibility of both Universities in accordance with the following conditions.

1. Dissertation

- 1.1. This Agreement applies to:
 - [name]
 - born on: [•]
 (referred to as: candidate)
- 1.2. The title of the dissertation is: [•]
- 1.3. The dissertation is directed by:
 - **[name, title of supervisor]** a Goethe-Universität
 - [name, title of supervisor] at [partner university]

2. Administrative Details

- 2.1. The candidate has been enrolled at both Universities as Cotutelle doctoral candidate since [•].
- 2.2. The candidate is enrolled in both Universities but is exempt from enrollment and tuition fees in one of the two Universities. Fees are paid at Goethe-Universität.
- 2.3. The estimated duration for research on the dissertation is 3 years.

GU 12 01 2017

Gegebenenfalls kann diese Frist in Übereinstimmung mit den in beiden Fachbereichen gültigen Promotionsordnungen verlängert werden. Die Vorbereitungsdauer der Dissertation verteilt sich zwischen den beiden betreuenden Hochschulen abwechselnde Aufenthalte in jedem der beiden Länder. Die Aufenthaltsdauer in den beiden Ländern steht einem in ausgewogenen Verhältnis (wenigsten 30% der Gesamtzeit an einer Universität). Es ist anvisiert, dass sich der Aufenthalt wie folgt verteilt:

[•]

2.4. Der Doktorand ist sozialversichert bei:

Der Doktorand wird darauf hingewiesen, dass er für den Versicherungsschutz in Deutschland (v.a. Kranken- und Unfallversicherung) selbst verantwortlich ist.

3. Prüfungsmodalitäten

- 3.1. Der Schutz des Dissertationsthemas und deren Veröffentlichung, die Ausnutzung und der Schutz der Forschungsergebnisse, die gemeinsam in beiden Universitäten von dem Doktoranden erzielt worden sind, sind in Übereinstimmung mit den gültigen Promotionsordnungen an beiden Universitäten abgesichert.
- 3.2. Beide Betreuer verpflichten sich, ihre Aufgabe als Betreuer gegenüber dem Doktoranden voll auszuüben und die hierzu erforderlichen Absprachen zu treffen.
- Die Promotionskommission wird in 3.3. Übereinstimmung zwischen beiden Universitäten ernannt. Sie wird in ausgewogenem Verhältnis mit Wissenschaftlern und Wissenschaftlerinnen aus beiden Ländern besetzt. Dabei werden die Prüfungsordnungen der beiden Länder und der beiden Universitäten berücksichtigt. Externe Gutachter, die nicht einer der beiden Universitäten angehören, können in die Promotionskommission eingeladen werden. Die Reisekosten für die Prüfer und Gutachter der

This period can be extended, if necessary, in accordance with the regulations governing procedures for the doctorate at both Universities. The preparation of the dissertation will be carried out alternately at both Universities in the two countries. The length of stay in each of the two countries shall be appropriately divided (at one of the Universities at least 30% of the total time spent for the dissertation). The current length of stay envisaged:

[•]

2.4. The candidate is registered for social insurance at: [•]

It is pointed out to the candidate that the social insurance (e.g. health and accident insurance) in Germany is his responsibility.

Academic Details

- 3.1. The publication, exploitation and protection of the dissertation and the results of the doctoral research, which have been accomplished at both Universities, are protected according to the relevant policies of both Universities.
- 3.2. Both supervisors will fully carry out their responsibilities in supervising the candidate and shall make the necessary arrangements.
- The board of examiners will be 3.3. nominated in consensus with both Universities. Scientists from both countries will be present in an appropriate relation. Relevant examination and doctoral policies of both Universities will be considered. External examiners, who members of neither of the two Universities, can be invited into the board of examiners. Travel costs for examiners and reviewers are covered by: [name of university].

GU 12 01 2017

Promotionskommission übernimmt: [Name der Universität].

- 3.4. Die Muttersprache des Doktoranden ist: [•]. Die Dissertation wird in folgender Sprache geschrieben: [•]. Die Sprache in der die Disputation durchgeführt wird ist: [•]. Die Sprache der schriftlichen Zusammenfassung ist: [•].
- Eine Verteidigung der Dissertation erfolgt an der [Name der Universität]. Sie wird von beiden Hochschulen anerkannt

4. Zeugnis

Beide Universitäten verpflichten sich, den Doktortitel:

- Goethe-Universität: [Titel]
- [Partneruniversität]: [Titel]

nach Vorlage nur eines einzigen Prüfungsberichts und mit nur einem Zeugnis zu verleihen. Auf dem Zeugnis ist zu vermerken, dass es sich um eine gemeinsame Cotutelle-Betreuung zwischen beiden Universitäten handelt und dass diese den Doktoranden nicht dazu berechtigt, den zweifachen Titel (bspw. Dr. Dr.) zu tragen.

5. Sonstiges

- 5.1. Beide Universitäten sind sich einig, dass dieser Vertrag und seine Umsetzung stets die geltenden Bestimmungen beider Universitäten, insbes. deren Promotionsregelungen, berücksichtigen müssen.
- Dieser Vertrag wird mit der Unterzeichnung durch die Leiter/innen beider Universitäten gültig

3.4. The native language of the candidate is: [•]. The dissertation will be written in the following language: [•]. The language of the disputation is: [•]. The language of the written summary is: [•].

 The disputation of the dissertation will take place at [name of university].
 Both Universities will recognize it.

4. Certificate

Both Universities are committed to award the doctoral title:

- Goethe-Universität: [title]
- [partner university]: [title]

after the presentation of a single report with one single joint certificate. Both Universities will jointly award the doctoral degree and issue one joint certificate. The certificate shall state that the title is awarded on grounds of a joint supervision agreement (Cotutelle) and that it does not entitle the candidate to use two doctoral degrees (such as Dr. Dr.).

5. Miscellaneous

- 5.1. Both Universities acknowledge that this Agreement and its implementation shall be in accordance with the applicable regulations, in particular those for doctoral dissertation, at each of the Universities.
- 5.2. The Agreement becomes effective when signed by the representatives (heads) of both Universities.

Frankfurt am Main, [Datum]	[place], [date]
Prof. Birgitta Wolff	[name]
President Goethe-Universität	[head of partner university]

GU 12.01.2017

[Name] Betreuer/in, Goethe-Universität	[name] Supervisor, [partner university]
[Name]	[name]
Dekan/in des Fachbereichs	Dean, [partner university]

[Name]
Doktorand / candidate





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