# **Agreement on Joint Doctoral Supervision and Training**

**(*co-tutelle*)**

entered into on ……………….., in Warsaw between[[1]](#footnote-1)/concluded between[[2]](#footnote-2)

**The University of Warsaw,** with its seat in Krakowskie Przedmieście st., 26/28, Warsaw, Poland, represented by the Rector ………….

and

……………………. with its seat in ……………….., represented by ……………….

hereinafter jointly referred to as "Parties", and individually as "Party", with the following content:

**§ 1**

**Purpose**

On the day of concluding the present Agreement the Parties establish a joint supervision of the doctoral dissertation (co-tutelle) of Mr./Ms. …………………… *(name and surname),* hereinafter "PhD student"*,* thesis title: „……………………….”.

**§ 2**

**Co-supervisors**

The academic supervision of the doctoral dissertation is provided by:

1. ………..…..……... *(academic degree, name and surname),* from …………….….,
2. …………………… *(academic degree, name and surname),* from ………………...

**§ 3**

**Intellectual Property**

The conditions for the publication of the doctoral dissertation and its use before publication, as well as for the protection of the topic and research results, are determined by the relevant provisions of law.

**§ 4**

**Admission and status of the doctoral candidate**

1. The Ph.D. student is accepted to doctoral programme in both institutions with simultaneous mutual exemption from both administrative and tuition fees, subject to separate national regulations.
2. Date of admission to the doctoral programme at:
3. the University of Warsaw is: ……………….
4. …………..…………………
5. The Ph.D. student has a right to social insurance and a right to common health insurance in accordance with the relevant provisions of generally applicable law.
6. The Ph.D. student while residing in …………. should pay on his/her own for insurance, especially for insurance covering the unfortunate results of accidents (accident insurance), and also fulfil the formalities needed in order to be admitted for free treatment. Neither of the Parties is responsible for a Ph.D. student not having proper insurance or for not having appropriate insurance.

**§ 5**

**Preparation of the doctoral dissertation**

1. The period needed for preparing and writing a doctoral dissertation is spent by the Ph.D. student at the University of Warsaw and at …………….. in accordance with a schedule determined in agreement with the supervisors and heads of relevant units in charge of doctoral programmes at both institutions.
2. The period designated for the preparation of the doctoral dissertation must not exceed 4 years, counting from the date specified in § 4 sec. 2 point 1.
3. Extension of the period specified in sec. 2 is possible at the request of the Ph.D. student and requires the consent of the Parties, in accordance with national regulations.
4. The doctoral dissertation will be carried out in ………… *(please specify the language of the doctoral dissertation)*
5. The doctoral dissertation will be completed with a summary in English and in ……………

**§ 6**

**Assessment process**

1. The Academic Council of………………………………….. of the University of Warsaw takes steps in the procedure for awarding the doctoral degree, subject to sec. 2 and § 7 sec. 1. Appropriate activities are also carried out by ....................... *(partner university)* in accordance with the regulations in force in .............
2. The supervisors in the procedure for awarding the doctoral degree are appointed by the Council of the Doctoral School of the University of Warsaw.
3. At the University of Warsaw, a Ph.D. student is obliged to take doctoral examinations. Doctoral examinations are taken before the doctoral dissertation is admitted to the defence. The exams are conducted in ............*(please indicate the language)*
4. ……………… *(partner institution)* may additionally oblige the Ph.D. student to carry out the stages of the procedure for awarding the doctoral degree in accordance with the provisions in force in …………

**§ 7**

**Examination procedure**

1. The Academic Council of………………………………….. of the University of Warsaw appoints a doctoral committee which:
2. determines the scope of the doctoral examinations mentioned in § 6 sec. 3 and conducts the examinations;
3. shall either adopt a resolution to admit or request the Scientific Council to decide to refuse to admit the candidate to the defence of the doctoral dissertation;
4. conducts the defence of the doctoral dissertation;
5. shall, by resolution, propose to the Scientific Council to award or refuse to award the degree of doctor;
6. shall, by resolution, propose to the Scientific Council with a request to reward the doctoral dissertation with distinction.
7. The doctoral committee has at least five members and consists of representatives of both Parties entitled to perform this function.
8. Three reviewers and two supervisors appointed by the Parties shall be included in the doctoral committee after passing the examinations mentioned in § 6 sec. 3. Reviewers and supervisors are not included in the number of members of the doctoral committee mentioned in sec. 2.
9. It is allowed to appoint members of the doctoral committee from outside both universities.
10. The doctoral committee adopts resolutions by an absolute majority of votes in the presence of at least half of its members in a secret ballot.
11. The doctoral committee may debate remotely.

**§ 8**

**Expenses**

1. Remuneration to the supervisor referred to in:
2. § 2 point 1 shall pay ……………
3. § 2 point 2 shall pay ……………
4. The remuneration of the reviewer is paid by the party designating the reviewer.
5. The costs related to the travel and stay of the members of the doctoral committee, if applicable, shall be borne by each of the Parties to the extent related to the members of the committee indicated by the given Party.

**§ 9**

**Defence of the dissertation**

The defence of the doctoral dissertation is carried out in accordance with the regulations applicable to the Parties. The defence is conducted in .......*(please indicate the language)* at the University of Warsaw. The defence can be conducted remotely.

**§ 10**

**Diploma**

1. The Parties issue a doctoral diploma in accordance with the applicable regulations.
2. The Scientific Council of Discipline of the University of Warsaw awards the academic degree of doctor of sciences in the field of the relevant scientific discipline (abbreviation "dr") in accordance with the regulations in force in Poland.
3. ……………. *(partner university)* awards the academic degree of doctor of sciences ............... (abbreviation: "......") in accordance with the applicable regulations in ……………

**§ 11**

**Data recording**

1. The University of Warsaw, not later than 30 days before the scheduled date of the defence of the doctoral dissertation, shall provide the doctoral dissertation with its summary and reviews at the BIP bulletin, in accordance with the regulations in force in Poland.
2. The entity responsible for entering the data of the procedure for awarding the doctoral degree to the POL-on system is the University of Warsaw.

**§ 12**

**Entry into effect**

The present Agreement is concluded on the date of its signing by representatives of both Parties and shall remain in force until the completion of the procedure for awarding the doctoral degree under the doctoral programme, not longer than to ………………….........*(please indicate the date)*

**§ 13**

**Termination**

1. Each Party may terminate the Agreement if it considers that the quality of research and the progress in the research work of the Ph.D. student are unsatisfactory or for other important reasons, this Agreement cannot be performed.
2. Each Party may terminate this Agreement in writing with a 30-day notice period, counted from the date of delivery to the other Party of the declaration of termination.
3. The present Agreement shall be terminated if the Ph.D. student ……………….. is expelled from the doctoral programme at either institution as of the date of expulsion.

**§ 14**

**Modification**

Any changes to the present Agreement and its termination must be made in writing under pain of nullity.

**§ 15**

**Final provisions**

1. The provisions of the present Agreement shall not supersede the national provisions applicable to both Parties related to the education of doctoral students and the awarding of the doctoral degree. The Parties to this Agreement are bound by these regulations and established procedures relating to the awarding of academic degrees. Should any provision in this Agreement prove to be illegal or inapplicable, that shall not constitute grounds for contesting the remaining provisions of this Agreement. The said provision will not be deleted, but should be modified by mutual consent in such a way that it becomes lawful and applicable.
2. In the event of any disputes arising from this Agreement, these disputes shall be settled amicably by the Parties, and in the event of disagreement by Polish courts. The law applicable to this Agreement is Polish law.
3. The present Agreement has been drawn up in four copies in English. All copies of the Agreement have equal legal force.[[3]](#footnote-3) The Contract shall enter into force on the date of signing by the last of the Parties.[[4]](#footnote-4)

**§ 16**

**Processing of personal data**

1. The Parties declare that they are aware of the legal provisions concerning the protection of personal data, including in particular the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1, as amended), hereinafter referred to as “**GDPR**”, and the Act of 10 May 2018 on the protection of personal data.
2. The University of Warsaw, as a controller within the meaning of Article 4(7) of the GDPR, share with the Provider the personal data (business data) of the representatives of the University of Warsaw, and persons participating in the performance of the Contract on the basis of concluded employment contracts or civil law contracts, the processing of which is necessary for the purposes of the legitimate interests of the controller, i.e. the conclusion and performance of the Contract in question, pursuant to Article 6(1)(b) or (f) of the GDPR.
3. The University of Warsaw hereby declares that provided the persons referred to in section 2 with the information set out in Articles 13 and 14 respectively of the GDPR.
4. Furthermore, the University of Warsaw informs that the electronic version of the information concerning the processing of personal data by the University of Warsaw, and provided to the Provider, is also available at the following webpage: <https://odo.uw.edu.pl/obowiazek-informacyjny/>.

|  |  |  |
| --- | --- | --- |
| The University of Warsaw |  | ……………………………..……………  ………………………………………….. |
| Rector  Professor Alojzy Z. Nowak  *(academic degree, name and surname)* |  | ………………………….  *(academic degree, name and surname)* |
| Place: .................... Date: ................ |  | Place: ...................... Date: ................ |
| Signature:......................................... |  | Signature: ............................................ |
|  |  |  |
|  |  |  |

**I have accepted this Agreement and I approve of its content with regard to the obligations imposed on the supervisor**:

|  |  |  |
| --- | --- | --- |
| Doctoral dissertation supervisor  at the University of Warsaw |  | Doctoral dissertation supervisor  at …….…………………….. |
| ………………………………………..  *(academic degree, name and surname)* |  | *…………………………………………*  *(academic degree, name and surname)* |
| Place: ..................... Date: ............. |  | Place: ......................... Date: .............. |
| Signature:....................................... |  | Signature:............................................ |
|  |  |  |
|  |  |  |

**I have accepted this Agreement:**

Mr/Ms………………………………………

*(doctoral student)*

Place: ....................... Date: ...................

Signature: ..............................................

|  |  |  |
| --- | --- | --- |
| Head of the Doctoral School of ………………………………………  of the University of Warsaw  ………………………………………  *(academic degree, name and surname)* |  | ……………………………………….  …………………………………….…  ………………..………………………  ........................................................  *(academic degree, name and surname)* |
| Place: .................. Date: ……...... |  | Place: ...................... Date: ……..... |
| Signature:..................................... |  | Signature:........................................ |

Chair of the Academic Council

of Discipline ………………………

of the University of Warsaw

…………………………………...…

*(academic degree, name and surname)*

Place: .................. Date: ..............

Signature: ....................................

**Information on the processing of personal data by the University of Warsaw**

**for representatives, proxies and members of corporate bodies or other entities cooperating or contacting the University of Warsaw**

**1.** **Data Controller**

The Controller of your personal data is the University of Warsaw (UW), 26/28 Krakowskie Przedmieście, 00-927 Warsaw.

You can contact the Controller:

* by letter: University of Warsaw, 26/28 Krakowskie Przedmieście, 00-927 Warsaw;
* by phone: 22 55 20 000.

**2.** **Data Protection Officer**

The Controller has appointed a Data Protection Officer who can be contacted in matters relating to your personal data, by sending a message to the following address: iod@adm.uw.edu.pl. You can contact the DPO in all matters relating to the processing of your personal data by the University of Warsaw and the exercise of your rights related to personal data processing.

The tasks of the DPO do not include the implementation of other matters, such as handling the concluded agreement, accepting documents related to the performance of the agreement, etc.

**3. Purposes, legal bases and processing period**

Your personal data will be processed for the following purposes:

* conclusion or performance of a agreement between the UW and an entity with which a given person is related or on behalf of which it acts, as well as verification of this entity (e.g. a client, contractor or other entity contacting the UW) and ongoing contact with this entity - the basis for the processing of personal data is: art. 6 sec. 1 (b) and (f) GDPR[[5]](#footnote-5);
* implementation of activities resulting from generally applicable legal provisions, in particular in connection with the fulfillment of obligations arising from tax and accounting regulations as well as regulations governing the conduct of proceedings by authorized entities - the basis for the processing of personal data is: art. 6 sec. 1 (c) GDPR;
* performance of a task in the public interest - the basis for the processing of personal data is art. 6 sec. 1 (e) GDPR;
* establishing, investigating or defending claims in court, administrative or other out-of-court proceedings - the basis for the processing of personal data is: art. 6 sec. 1 (f) GDPR;
* archival (evidence) consisting in securing information in the event of the need to prove facts or demonstrate the fulfillment of the obligation incumbent on the UW - the basis for the processing of personal data is: art. 6 sec. 1 (f) GDPR.

**4.** **Data recipients**

The Controller's employees who must process personal data in connection with the performance of their official duties will have access to personal data.

Personal data may be disclosed to public authorities, institutions or third parties authorized to request access or receive personal data on the basis of applicable law.

Recipients of personal data may also be entities to which the Controller, under a agreement for entrusting the processing of personal data, will commission the performance of specific activities that require the processing of personal data.

**5. The period of personal data processing**

The period of personal data processing depends on the purpose for which the data is processed. The period for which personal data will be stored is calculated based on the following criteria:

* accounting, for a period of 5 years from the beginning of the year following the financial year in which the operations, transactions or proceedings related to the concluded agreement were finally completed, paid off, settled or expired;
* tax, for a period of 5 years from the end of the calendar year in which the tax obligation resulting from the settlement of the concluded agreement arose;
* in the scope of implementation by the UW of activities resulting from generally applicable legal provisions - for the period resulting from these provisions;
* in the scope of fulfilling the legitimate interests of the UW constituting the basis for this processing for the period necessary to fulfill this purpose or until an objection to such processing is raised, unless there are legitimate grounds for further data processing by the UW;
* in the scope of establishing and pursuing own claims or defending against submitted claims - until the potential claims under the agreement or otherwise are time-barred.

**6.** **Rights** **related to data processing**

The Controller guarantees the implementation of all rights related to the processing of personal data on the terms set out by the GDPR, i.e. the right to:

* access to data and receipt of copies thereof;
* rectify (correct) your personal data;
* restrictions on the processing of personal data;
* deletion of personal data (subject to Article 17 (3) of the GDPR);
* objection;
* lodge a complaint to the President of the Data Protection Office, if you believe that the processing personal data violates the provisions of the law on the protection of personal data.

**7. Obligation to provide personal data and the consequence of failure to provide data**

Providing personal data is obligatory, failure to provide data will make it impossible to achieve the goals indicated in point 3.

**8. Source of personal data**

Personal data that UW processes come from the client or contractor or other entity contacting the UW, or from publicly available sources. The categories of personal data of persons associated with companies or other entities (e.g. members of the bodies of these entities), including beneficial owners, are the same as categories derived from publicly available sources or categories provided by the client or contractor of the UW or by another entity contacting the UW.

1. For contracts concluded in a written or hybrid mode  (declarations of intent expressed in a written and electronic form). Delete if not applicable. [↑](#footnote-ref-1)
2. For contracts concluded in an electronic form. Delete if not applicable. [↑](#footnote-ref-2)
3. For contracts concluded in a written or hybrid mode  (declarations of intent expressed in a written and electronic form). Delete if not applicable. [↑](#footnote-ref-3)
4. For contracts concluded in an electronic form. Delete if not applicable. [↑](#footnote-ref-4)
5. Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) (Journal of Laws UE L 119 of 04/05/2016, p. 1, as amended), hereinafter referred to as the "GDPR". [↑](#footnote-ref-5)