

COTUTELLE METHODOLOGY

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This methodology applies to a specific form of cooperation between Charles University and a foreign university in the implementation of a doctoral programme of study, the so-called joint (dual) supervision of a dissertation known under the French term *cotutelle*.

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WHAT IS COTUTELLE AND HOW IS THE AGREEMENT CONCLUDED

I. Who *cotutelle* is designed for

An advantage and the principal added value of *cotutelle* study is the possibility to complete studies in two programmes through the submission of **a single dissertation thesis** and obtain **diplomas from two higher education institutions**. Although the student is awarded two diplomas, he or she can always use (state) only one degree **or** the other, it is not equivalent to obtaining two independent university degrees. Nonetheless, it is a unique way to gain **valuable experience in international mobility and scientific work abroad (in a foreign language)**. This type of study (and international cooperation) usually makes it easier to obtain a postdoc position, to apply successfully for a grant, etc. International mobility ordinarily forms part of most doctoral programmes of study and *cotutelle* can be used to comply with this requirement. An agreement on joint (dual) supervision of doctoral study *en cotutelle* is convenient in particular, for example, for **doctoral students** who during their study in a master's programme spent a certain period of time at a foreign university or cooperated with an academic from a foreign university. A **study or research stay** within an **Erasmus+** or similar **internship**, participation in a **summer school, international grant**, etc. may offer ideal opportunities to promote such cooperation. While previous acquaintance with a foreign academic is not a condition for *cotutelle* study, it is beneficial because it facilitates communication and speeds up the conclusion of an agreement compared to when a student needs to contact a selected foreign expert without having had any previous contact (although this is also possible).

Once the student knows the person abroad he or she wants to cooperate with (and the person agrees with the cooperation), **the next step is admission to study**, because the agreement can be concluded only after the student is enrolled in study at both partner institutions. Therefore, in the first phase the student should comply with all requirements for admission to study at both partner institutions (e.g., language exams, etc.). Of course the selected expert should meet the requirements for the role of supervisor at the foreign university, which means in practice that the expert must have **completed doctoral study** and ideally should be **a recognised expert** in the field. The field of expertise should match the programme of study in which the expert is active at the foreign university. Both selected programmes of study should be **related in terms of content** (if not identical), so that dual supervision of dissertation makes sense (e.g., *History* at one university and *Modern History* at the other university).

II. The Procedure for Concluding the Agreement

During preparation and in the course of implementation of the agreement it is necessary to comply with the following regulations:

- Act No. 111/1998 Sb., to regulate higher education institutions and to change and amend other laws (“the Higher Education Act”);
- Code of Study and Examination of Charles University;
- Rector’s Directive No. 57/2017 (Conditions for Cotutelle Doctoral Study under the Joint Supervision of a Dissertation Model);
- Internal rules and regulations applicable to the organisation of study at the relevant faculty of Charles University.

It is important that the *cotutelle* agreement **never** be concluded **retroactively**, therefore it is necessary to prepare everything in advance if possible, to avoid spending too much time for example by discussing the topic of the dissertation. At many universities, **extending the length of study** to a period exceeding three or four years is **impossible** or **very complicated**. As soon as the student is enrolled in study at both universities, he or she may provide all the required data to the relevant department of their faculty requesting the department to start preparing the agreement.

At this point it is possible to take one of two approaches:

- 1) Either the agreement can be based on the agreement template of the Rectorate (available from the Rectorate’s website in several language versions); or
- 2) The foreign partner’s template can be used, but it must be amended to include all the necessary elements contained in the Rectorate’s template and explained in detail in the relevant methodology.

Ideally the future agreement should be drafted in the **English** language; if the foreign university insists on concluding the agreement in another language, it is necessary to also draft the agreement in the English or Czech language at the same time, for the purposes of CU (of course, all language versions must be identical in content). Working with several language versions at

the same time may be complicated, therefore **we recommend using one language** version and translating the final version of the agreement into other languages.

The preparation of the agreement usually begins with the student completing the selected template with personal data and submitting the **template** to the relevant department of the faculty which will complete the necessary technical data on behalf of CU and will send the agreement to the foreign partner to the **contact person provided by the student**. The partner university completes their specific data and usually provides comments on the agreement template; it may request that some provisions be removed and that other provisions be added. The requirements may differ substantially depending on the country in which the university operates (even within one country there may be different **regulations and interpretation thereof**). If a framework agreement exists between CU and the partner university, the *cotutelle* agreement is concluded on the basis of such framework agreement.

The communication can go back and forth several times and may span over **several months** (in extreme cases even years). Once the relevant CU faculty agrees to the specific wording of the agreement with the partner university, it sends the prepared agreement to the Department of Quality of Education and Accreditations at the Rectorate for approval. At the Rectorate, the agreement goes through the approval process including several departments and in the case of any objections the draft agreement is sent back to the faculty to amend the agreement according to the objections and to **get the agreement approved by the foreign partner** before it is submitted again to the Rectorate. Once the Rectorate approves the agreement it is possible to **sign** the agreement. Usually several copies are signed at one university and are then sent to the other university, which signs all copies and sends the required number of copies back to the other partner university. The student usually signs the agreement with the officers of the university where he or she is currently located. **The number of copies** depends on the requirements of partners; CU usually requires three copies, where the faculty, the Rectorate, and the student each retain one copy.

III. Steps Following Admission to Study

As soon as the student is enrolled in study at both partner higher education institutions, he or she has a duty to fulfil the **study requirements** at both institutions irrespective of whether the student is waiting for the *cotutelle* agreement, which may govern the study requirements, to be approved. The student himself or herself is **responsible** for studying successfully at both higher education institutions under the applicable **legal regulations** before the agreement is approved

(for example, enrolment in the next unit of study and complying with all requirements therefor). This is addressed via **individual curriculum** at CU; the approaches at foreign universities differ. It is possible to conclude the agreement even in a relatively advanced stage of study at both universities, however, it is necessary for the agreement to be **valid at least for a year**; for example, it is not possible to conclude the *cotutelle* agreement two months before the planned defence. If there is a chance to conclude a *cotutelle* agreement for at least a year, it is **clearly in the interest of CU** to foster professional international cooperation in this form. After completion of study the student obtains diplomas from both institutions, and in some cases also a joint diploma (however, the joint diploma must be issued by the partner institution, CU does not issue such diplomas).

IV. Funding

The student must spend some time at each of the two partner institutions (usually **not less than 25%** of the duration of the agreement). This mobility may be supported by several sources of **funds**. In addition to the CU Mobility Fund it is possible to use programmes for the funding of mobility of individual faculties (the traditional mobility funds as well as **PROGRES** programmes, other **intra-faculty competitions**, or **Erasmus+** programme) and support for the mobility may also be provided by the foreign partner institution. Another possible source of funding the stay at the foreign university may come from the relevant part of a grant project budget allocated for this purpose (Czech Science Foundation - **GAČR**, Technology Agency of the Czech Republic - **TAČR**, CU Grant Agency - **GAUK**, Specific University Research System - **SVV**, **PRIMUS**, **UNCE**), if the student is a member of the grant team. It is also possible to apply for external support from a selected institution. Such institutions include for example **Institut Français Prague** and other similar national **institutions and funds** supporting mobility in the countries they represent. Additionally, it is possible to apply to independent **foundations granting bursaries** designed for young scientists or academics, researchers from selected academic branches, etc. It is also possible to consider **funding from commercial entities**, if the student's research concerns the relevant field or the student is actively involved. Some of these sources of funding can be combined, others cannot; it is up to the student to find out what are the conditions and to always proceed **in accordance with CU regulations** and the **rules of the individual competitions or programmes**. If it turns out after the agreement has been concluded (i.e., signed), that it is necessary to change the text (or add something), it is necessary to use **amendments** which must be signed by all parties. The agreement must be

approved again and sent to all parties for signature and archiving; this is why it is better to conclude the contract initially in as universal and complete wording as possible.

V. Fees

Doctoral study **in the Czech language** at CU is free of charge, but study in programmes offered in **foreign languages** may be subject to a tuition fee for the given academic year. **The tuition for study** in a foreign language differs at the individual faculties of CU and is provided in an internal regulation of CU available on the Rectorate website.¹ It may be necessary for students interested in *cotutelle*, **who are not CU students** (who do not speak Czech), to pay tuition for study. Of course, it is possible that a student may be required to pay **tuition** at CU as well as at the partner university. Such situation should be explicitly provided for in the **agreement**, so that the student never has to pay the fees to both institutions at the same time. For example, the agreement may provide that the fees will be paid **alternately** depending on the institution where the student is currently located. It is also possible to agree on mutual release from the obligation to pay tuition fees. In this respect it is necessary to comply with the requirement that the agreement **cannot be concluded retroactively** and if the agreement releases to some extent the student from paying tuition, it is in the student's interest to conclude the agreement as soon as possible, because the student will have to pay the tuition for every unit of study commenced until the agreement is concluded (that is, signed by all parties). This possibility of partial or full release from the obligation to pay the tuition **does not apply** to other types of fees which the student pays during the study (e.g., the application fee, fee for exceeding the standard length of study, etc.).²

VI. Student responsibility

The student is **fully responsible** for complying with all administrative requirements related to the student's stay abroad. Such requirements may include for example obtaining **a residence permit, job, health insurance or other insurance, the required identification documents**, etc. We recommend that the student request assistance with these matters from the administrative staff of the partner university.

¹ The current rate of tuition fees for study in a foreign language can be found in Appendix No. 2 to the Constitution of Charles University (<https://www.cuni.cz/UK-8915.html>). A general overview of fees is available at <https://www.cuni.cz/UK-917.html>.

² An overview can be found at <https://www.cuni.cz/UK-7283.html> and at <https://www.cuni.cz/UK-917.html>.

A SUMMARY OF THE PROCEDURE FOR CONCLUDING AGREEMENTS

1) **An officer of the faculty** designated to handle *cotutelle* agreements fills in **the draft agreement** (or completes as required the template provided by the partner institution) and amends it according to the above instructions. In this phase the **negotiations** are underway between the given **CU faculty** and **the partner institution** concerning all parameters of the agreement until both parties reach agreement on a uniform wording. The mutually confirmed draft agreement is sent by electronic means by the faculty officer to the relevant officer of the **Department of Quality of Education and Accreditations at the Rectorate (OKVA)**.

2) **The OKVA officer** checks the formal elements of the agreement and if it is not an approved template, the officer refers the draft agreement for comments and review to the **relevant departments of the Rectorate**. OKVA incorporates any comments of a formal nature directly in the agreement or sends the requirements of the relevant departments to the **faculty officer**. The procedure is repeated until the agreement wording is **approved** by the Rectorate.

3) After approval of the agreement it is possible start the **process of signing the agreement**, which may begin at CU or the partner institution. The approved agreement **signed** by the doctoral student, supervisor, and the dean of the faculty is always referred by the faculty to OKVA with a request for the signature of the CU Rector. The request for the Rector's signature always includes a statement of the faculty that the submitted draft agreement and study of the student comply with the **Rector's Directive No. 57/2017** "Conditions for Cotutelle Doctoral Study under the Joint Supervision over the Dissertation Model".

4) After being signed by the Rector of CU, the agreement is sent back to the faculty. If the agreement has not been first signed by the representatives of partner institution abroad, the faculty sends **all signed true copies** to the partner institution for signature **by mail** or **by courier**. Once the agreement is returned fully signed by the foreign partner, **the faculty** hands over one fully signed original of each language version (if any) for **archiving** at the Legal Department of the Rectorate.

Appendix No. 1 – Detailed Specification of the Agreement Parameters

- The agreement is signed by the doctoral student, the supervisors from both partner universities, the Rector, and the dean of the faculty on behalf of CU and by the equivalent representatives of the partner institution.
- The agreement must not be contrary to legally binding regulations for doctoral study in either country and at the relevant universities and faculties.
- To facilitate the creation of the agreements, the Rector's Directive No. 57/2017 provides several exceptions from the Code of Study and Examination of Charles University.
- The Department of Quality of Education and Accreditations at the Rectorate publishes approved draft templates in several language versions, at <http://www.mus.cuni.cz>, which can be offered to the partner university.
- Under the Constitution of CU it is possible to use the name of Charles University only in the Czech, Latin, or English languages. If the foreign partner wishes to translate the name of CU into their language, it can be used in the text only in brackets following the name in one of the above stated languages. The name of the relevant faculty of CU can also be used only in the languages which are permitted by the internal regulations of the faculty. The English names of the faculties are provided in the Constitution of CU, Appendix No. 1 The Rules of the Internal Governance of Charles University, Article 1 <http://www.cuni.cz/UK-2535.html>
- The name of the foreign university cannot be translated into the Czech language in the Czech wording of the agreement. The Czech translation of the name can be used only if the legal or internal regulations of the foreign university so permit. The names of both universities must be used consistently throughout the text of the agreement in accordance with the names stated in the header of the agreement.
- A *cotutelle* agreement may be concluded within the framework of an existing interuniversity agreement (or a Statement of Joint (dual) Supervision of Dissertations); the list of interuniversity agreements is available at <http://www.cuni.cz/UK-1608.html>. In such case the framework agreement should be explicitly mentioned at the beginning of the *cotutelle* agreement. However, the existence of a framework agreement is not a condition for concluding a *cotutelle* agreement.
- If it is necessary to change the wording of the agreement, it must be done in the form of a numbered amendment which goes through the same approval and signature process as the original agreement. The amendment (as well as the agreement) cannot be signed

with retroactive validity or effect. The templates for amendments to the agreement as well as the agreement templates are available at <http://www.mus.cuni.cz>.

- If the name of a partner higher education institution is inserted in the CU diploma, the name must be translated into the Latin language. The directive does not provide any more details on inserting the name of partner higher education institution. Therefore, we consider it more appropriate to use consistently the text in Latin provided in the Rector's Directive No. 57/2017 (Article 5 (4) (a) (i)) and to insert the name of the partner higher education institution into this text. In such case it is possible to insert the name in the language of the partner higher education institution (in a different type of font).
- If a template of the foreign partner is used to create the agreement, it is necessary to make sure that the draft agreement contains and provides all necessary elements. The content of the draft agreement can be simply checked against the content of the agreement template on the Rectorate website. The basic topics that must be covered by the agreement and details which must be specified include the following:
 - Name, address, and the person(s) acting on behalf of each of the universities;
 - Name and the date of birth of the doctoral student;
 - The date of commencement of the doctoral study under joint (dual) supervision;
 - The topic of the dissertation thesis and the language in which it will be written;
 - The name and degree of both supervisors;
 - Reference to the relevant legal regulations of the given countries and the internal regulations of both universities;
 - The schedule for writing the dissertation thesis and a preliminary period of study at the partner university (this may be substituted with a reference to the individual curriculum of the doctoral student);
 - A statement that the doctoral student is enrolled as a regular student in both partner universities for the entire period of *cotutelle* study;
 - A statement that the tuition fees are paid by the doctoral student only at one of the universities at any given point in time;
 - A provision on which partner university will carry out the administrative acts related to defence of the dissertation thesis, including the payment of the required costs;
 - The place of the defence of the dissertation thesis;
 - The structure of the board for the defence of the dissertation thesis, the number of members, and who appoints them;

- The mode of appointment and number of reviewers of the dissertation thesis and the preparation of the reviewer's reports, including the language of the reviews;
- The content and form of the report on the defence of the dissertation; grading;
- Number of dates for holding the defence of the dissertation;
- Details concerning the issuing of the diplomas upon the successful completion of study stating that the study was under joint (dual) supervision (this must be stated on the diploma supplement with reference to the CU diploma in Latin);
- Publication of the dissertation thesis, the reviewer's reports, and the report on the defence;
- Information on the number of true copies and how many of them is to be given to each partner and the doctoral student.