



UNIVERSIDAD DISTRITAL  
FRANCISCO JOSÉ DE CALDAS

## FRAMEWORK COTUTELLE AGREEMENT

between

**ALMA MATER STUDIORUM - Università di Bologna (Italy)**

and

**Universidad Distrital Francisco José de Caldas (Colombia)**

### INTRODUCTION

For the Italian part, having regard to:

- the Italian Law n. 210 of 03/07/1998, providing for the Universities' autonomy in setting up PhD programmes within Universities' governmental, educational and scientific autonomy;
- the Italian Law n. 240 of 30/12/2010;
- the Italian Ministry of Education, University and Research Regulation concerning PhD programmes, issued with D.M. n. 45 of 08/02/2013;
- the Alma Mater Studiorum – Università di Bologna Regulation concerning PhD programmes, issued with D.R. n. 524 of 26/06/2013 and subsequent adjustments and integrations;

and, for the Colombian part, having regard to:

- The **Universidad Distrital Francisco José de Caldas** (hereinafter called **UDFJC**), autonomous academic body with Tax Identification Number 899999230-7, created by the Resolution 10 of 5 February 1948 issued by the Council of Bogota.
- The agreement of University Council **UDFJC** No. 07 of October 29, 2004, created the Interinstitutional Ph.D program in Education (**DIE**) to develop jointly with **Universidad Pedagógica Nacional (UPN)** and **Universidad del Valle (UNIVALLE)**.
- The three public universities **UDFJC**, **UPN** and **UNIVALLE** have an Interinstitutional Cooperation Agreement No. 009 - 2010, to promote and strengthen the joint management of **DIE**.
- The **DIE** Academic Regulation issued by the University Council of **UDFJC**, Agreement 02, 2010.
- The **UDFJC** is the Institution responsible for the General management of the Interinstitutional Ph.D program in Education - **DIE** (Name in Spanish) institution responsible for the General Management **DIE**.

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**ALMA MATER STUDIORUM - Università di Bologna, Via Zamboni, 33 - Bologna, Italy,** represented for the purposes hereof by the Rector Prof. **Francesco Ubertini**, hereinafter "**UNIBO**"

and

**UNIVERSIDAD DISTRITAL FRANCISCO JOSÉ DE CALDAS (Colombia)** Institution responsible for the General management of the Interinstitutional Ph.D program in Education - DIE (Name in Spanish), located at Carrera 7 No. 40B-53 Bogota D.C. - Colombia, represented for the purposes hereof by Prof. **Carlos Javier Mosquera Suárez** of the full legal age, domiciled in Bogotá, identified with citizenship card No. 79.296.179 of Bogota, acting as Rector in charge, appointed to exercise its statutory powers by the University Council resolution No 01 dated January 29th, 2015, hereinafter "**UDFJC**".

Agree as follows:

**Article 1 – Purpose**

This Agreement is aimed at strengthening the mobility of PhD students in the involved Universities by means of co-direction of individual PhD thesis agreements (cotutelle agreements).

**Article 2 – Enrolment and fees**

PhD candidates involved in the present agreement have to be enrolled in a PhD programme held at one of the Partner Universities, the so-called Home University. Having fulfilled the necessary requirements and after the signature of an individual cotutelle agreement, they will be enrolled in the PhD programme at the other University, the so-called Host University.

The enrolment at both Universities has to be renewed yearly.

The PhD candidates involved shall pay the enrolment fees to the Home University, being exempted from the payment of such fees at the Host University.

**Article 3 - Activities**

The doctoral training and research activities will have the duration of three (3) years and can be extended by maximum one year, in accordance with the rules in force at both Institutions.

**Article 4 - Supervisors**

Research activities shall be carried out at both Institutions under the supervision of two Professors, assigned to each PhD candidate by each University.

The Supervisors will:

- agree on terms and conditions of the activities to be carried out, both of them undertaking to collaborate in the tutoring of the PhD candidates;
- combine their efforts and will exchange communications to evaluate the progress of the PhD candidates in his/her research activity;

The period of stay in each of the two countries shall not be less than 30% of the total time period used to write the thesis.

**Article 5 - Insurance**

Since the beginning of their research activity, the PhD candidates must comply with health



insurance national laws.

The PhD candidate may independently take out personal insurance for risks over and above those covered by the health insurance national laws.

The Host University may also require the PhD candidate to stipulate an accident insurance and a third party liability insurance policy.

The PhD candidate shall be responsible for complying with the immigration laws of the country that is not their country of origin.

#### **Article 6 - Drafting, delivery and lodging of the thesis**

Before the defence, PhD candidates have to deliver one copy of the thesis signed by the Supervisors of both Universities.

The delivery and deposit of thesis procedures will be governed by laws in force at both involved Countries.

UNIBO will lodge the thesis at National Libraries of Rome and Florence.

#### **Article 7- Thesis defence**

The thesis defence will be held at the Home University and will be acknowledged by both Institutions.

The examination committee, appointed in accordance with the procedures set forth in the universities' regulations, will be composed of an even number of members assigned by both Universities, including the thesis supervisors and external members, if needed.

Travel and subsistence expenses incurred by the examiners on the occasion of the final exam shall be borne by the Home University.

The examination committee will complete and sign a report which certifies that the thesis has been defended successfully. Each University will provide a draft of the final report.

#### **Article 8 - PhD degree awarding**

Following the positive assessment on the defence of the thesis issued by the examination committee, each University will award its own PhD degree, as indicated in each cotutelle agreement.

Each certificate will specify that the degree has been awarded by both Universities involved in the present agreement.

#### **Article 9 - Results' property**

Knowledge generated by the PhD candidate under research activities ("Results") belongs to the Home University and shall be available for exploitation and dissemination. The University owner of the above mentioned Results shall ensure their protection according to national laws in force.

Host University shall enjoy the royalty free licence of Results only in relation to academic purposes.

In case Results are generated with the joint intellectual contribution both of the PhD candidate and of hosting University's personnel, Results shall belong to both Universities. Both of them shall stipulate a specific agreement for protection, exploitation and dissemination of Results.

#### **Article 10 - Confidentiality**

Both Universities are bound to preserve confidentiality and not to divulge information, data, know-how, documents or other material coming from the other University under the activities of this agreement, unless otherwise agreed and with the exception of law prescriptions.

**Article 11 – Term of the agreement**

This agreement shall enter into force from the date of the last signature and is valid for a period of five years.

Either party will be able to express its intention to withdraw by giving a 6 months prior written notice to that effect.

The agreement can be modified or renewed after its execution provided that both Institutions agree. This agreement, drawn up in two originals in English, is legally binding.

**Article 12 - Dispute resolution**

To resolve any disputes that may arise in the execution and interpretation of this agreement, the parties shall make their best efforts to seek a consensus solution. If that is not possible, they shall indicate, by mutual agreement, a third party individual to act as mediator.

**Article 13 - Nonexistence of a labor relationship**

The two universities have decided that the academic personnel of each university who participate in carrying out this agreement for joint supervision of a doctoral thesis shall be considered as exclusively contracted by the university of origin.

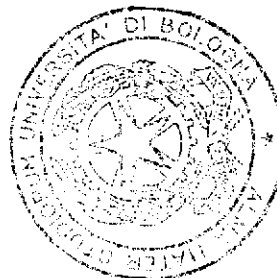
The individual agreement for the codirection of PhD thesis template (Annex 1) is an integral part of the present Framework agreement.

Date \_\_\_\_\_

For the ALMA MATER STUDIORUM - UNIVERSITA' DI BOLOGNA

THE RECTOR

Prof. Francesco Ubertini,



Date \_\_\_\_\_

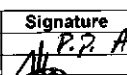

FOR THE UNIVERSIDAD DISTRITAL FRANCISCO JOSÉ DE CALDAS

THE RECTOR

Prof. Carlos Javier Mosquera Suárez,



Date 27 SEP 2016

Control UDFJC	Name	Charge	Signature
Approved:	Sandra Teresa Soler Castillo	DIE, Director	
Revised:	Alexis Ortiz	CERI, Director	

*Alvaro Garcia*  
*Alvaro Garcia*