



COTUTELLE DE THÈSE

Agreement entered into by:

The Royal Melbourne Institute of Technology University

ABN 49 781 030 034

Address: 124 La Trobe Street, Melbourne, Victoria 3000, Australia

(Subsequently referred to as "RMIT")

Represented by the Deputy Vice-Chancellor Research & Innovation,

Prof. Calum DRUMMOND

And

The University of Vienna

Address: Universitätsring 1, 1010 Wien, Austria

(Subsequently referred to as "The University of Vienna")

Represented by the Vice Rector for Research and Career Development,

Prof. Susanne WEIGELIN-SCHWIEDRZIK

RMIT and the University of Vienna agree upon a jointly supervised doctoral thesis ("Cotutelle de Thèse") according to the following conditions:

§1 Objective

(1) Subject of this agreement are the terms for a jointly supervised and defended doctoral thesis (Cotutelle de Thèse) for **XYZ**, born on the **XYZ**, **XYZ** citizen, principal residence **XYZ**, subsequently referred to as "Doctoral Candidate".

§2 Administrative Modalities

(1) The Doctoral Candidate is required to meet the terms of admission for a doctoral programme at both universities.

(2) The Doctoral Candidate must be enrolled at both universities throughout the doctoral programme.

(3) Tuition fees are payable at the University of Vienna for the duration of candidature according to the prevailing rules. However, the Doctoral Candidate may be exempted on an individual basis. The Austrian National Union of Students (ÖH) membership fee at the University of Vienna has to be paid for the full duration of candidature.

(4) Tuition fees are payable at RMIT for the duration of candidature. However, the Doctoral Candidate may be eligible to apply for a fee scholarship from RMIT to cover the tuition fee and application may be made through RMIT's scholarship application processes.

(5) In case the Doctoral Candidate exceeds a total study period of four (4) years (i.e. standard duration at RMIT + 6 months) following admission for the doctoral study programme defined in §3(1), the student fee at RMIT has to be paid. In case the Doctoral Candidate exceeds a total study period of four (4) years (i.e. standard programme duration plus 1 year) following admission for the doctoral study programme defined in §3(2), the student fee at the University of Vienna has to be paid.

(6) The Doctoral Candidate is responsible for all aspects concerning travel, social security, medical-, accident- and civil-responsibility insurance, in Australia (RMIT) and Austria (University of Vienna), conforming to the legislation in each of the two countries. The Australian Government requires all international candidates attending campuses in Australia to arrange health cover for their period of attendance in Australia. In Austria, the Doctoral Candidate is required to have "Studierenden Selbstversicherung" (i.e. "Student Self-Insurance") or equivalent insurance coverage during the enrolled period in case the insurance in his/her home country does not cover Austrian medical attendance.

§3 Doctoral Studies

(1) The Doctoral Candidate's field of study enrolled at the RMIT is "**XYZ**". The Doctoral Candidate has to provide the academic performances as defined in RMIT's entry requirements to research programs (Doctor of Philosophy).

Commencement Date at RMIT University: _____

(2) The Doctoral Candidate's field of study enrolled at the University of Vienna is "**XYZ**". The Doctoral Candidate has to provide the academic performances as defined in the "Curriculum für das Doktoratsstudium der XYZ" (Mitteilungsblatt UG2002, XYZ. Stück, Nr. XYZ, vom TT.MM.JJJ, in der geltenden Fassung).

Commencement Date at University of Vienna: _____

In the event that the Doctoral Candidate enrolls at one University ahead of the other, the Commencement Dates at each University may not differ by more than 6 months.

(3) The tentative title of the doctoral thesis is "**XYZ**".

(4) The thesis is written in English and contains abstracts written in English and German.

(5) The Doctoral Candidate's supervisor at RMIT is **XYZ**, [Institute], [Mailing Address], [eMail]. The Doctoral Candidate's supervisor at the University of Vienna is **XYZ**, [Institute], [Mailing Address], [eMail].

(6) The Doctoral Candidate undertakes his/her studies and research under the joint responsibility of his/her supervisors. Both supervisors commit themselves to fully exercise their competences and duties as supervisors, as defined by the regulations in force at their respective university. Both supervisors consult regularly on the research progress of the Doctoral Candidate.

(7) The Doctoral Candidates annual progress at University of Vienna will be monitored and reported according to the University of Vienna's procedures. Copies of annual progress reports will be forwarded to RMIT's School of Graduate Research in a timely manner.

(8) The Doctoral Candidate will conduct research at both universities involved in this agreement on an alternate basis. Time spent at one of the universities cannot be less than twelve months of the total research programme time defined in §7(2). The time to be allocated at each university will require the approval of the advisors.

Proposed Dates of attendance at University of Vienna:

Proposed Dates of attendance at RMIT:

§4 Thesis Submission and Intellectual Property

(1) The Doctoral Candidate must follow the rules of both universities concerning the submission, the description and the reproduction of the thesis. He/She must provide written certifications to both universities, proving that he/she successfully completed the academic performances defined in §3(1) and §3(2) before submitting the thesis.

(2) The thesis manuscript assessment must satisfy the principal requirements of each university. The Doctoral Candidate's supervisors will inform the responsible office at each university as soon as the thesis manuscript is ready for assessment. Each university will conduct the thesis assessment procedure independently, with RMIT University's assessment taking place first in accordance with its submission and examination policy. Once concluded, the University of Vienna will initiate its assessment.

(3) The protection of the thesis subject as well as the publication of the thesis will be performed in accordance with the procedures specific to each university.

(4) The Doctoral Candidate owns the Intellectual Property (IP) resulting from his/her own work towards production of his/her thesis unless assigned to another party for instance through an employment contract or other document. The Doctoral Candidate may choose to assign his/her IP to a University represented by this agreement upon request by the universities. This must be done in writing. The national laws of Australia and Austria and the statutes and regulations of both universities, in conjunction with any relevant contractual arrangements, will determine whether and to what extent RMIT University and the University of Vienna have separate or joint rights to any intellectual property created by the Doctoral Candidate during the course of his/her studies and research if assigned by the Doctoral Candidate or owned by the either university through employment or through their statutes and regulations.

§5 Final Examination

(1) After the positive assessment of the thesis at both universities, the Doctoral Candidate is required to defend his/her thesis in an oral final examination in front of a thesis committee. This final examination shall take place at the University of Vienna.

(2) The thesis committee is composed on a proportional balanced basis by academic representatives nominated by both universities. The number of the thesis committee members must be three persons at least. Alternatively, thesis committee members can be present during the final examination by suitable audio-visual communication means.

(3) The over-all assessment of the final examination shall be handled in accordance with the applicable rules given by each university.

§6 Academic Degree

(1) After positive assessment of the thesis and the positive final examination, RMIT University confers the academic degree “Doctor of Philosophy” and the University of Vienna confers the academic degree “**XYZ**”.

(2) The Doctoral Candidate will receive two certificates with the form and content complying with the respectively applicable national laws. The certificates will note the collaboration of the partner university and acknowledge that the award was made as a result of the Cotutelle agreement. The two certificates will entitle the recipient to use either the Austrian or the Australian form of the academic degree.

(3) A decision by one University not to award a degree to the Doctoral Candidate does not preclude the other from making a single degree.

§7 Agreement Terms

(1) This agreement comes into force through signature by the authorized representatives of both universities, both supervisors and the Doctoral Candidate.

(2) This agreement becomes effective on the last date on the signature pages. **The expected length of research is set to three years and six months.** This length can be extended in exceptional cases, after a favourable opinion given by the two universities and on proposition by the Doctoral Candidates supervisors defined in §3(5).

(3) This Agreement is signed in three originals, one for RMIT University, one for the University of Vienna, and one for the Doctoral Candidate.

(4) Modifications to this agreement shall be effective only if they are in writing and signed by the authorized representatives of the contracting parties.

(5) The present agreement can be terminated by: (i) the mutual consent of all parties, (ii) the Doctoral Candidate, in writing, giving a summary of the reasons for his/her decision, (iii) either University, should the Doctoral Candidate be in serious and ongoing breach of the University's regulations, (iv) either University, if the Doctoral Candidate fails to make satisfactory academic progress and the University's normal procedures for dealing with the problem have not been effective. Before termination of the agreement is contemplated, there shall be consultation between the parties. If this agreement is terminated, barring any agreement to the contrary, the unspent portion of any financial aid obtained from an external body must be reimbursed to that body.

(6) Nothing in this agreement shall be taken to overrule national legislation or institutional regulations covering doctoral studies and the award of doctoral degrees in either of the two countries. All parties commit themselves to act in conformity with the two institutions' regulations

and codes of practice covering doctoral awards. Should one or more of the provisions of this agreement be found to be illegal or unenforceable, then all other provisions shall nonetheless be given effect. Such provisions shall not be terminated but shall be modified by mutual consent to the extent necessary to render them valid and enforceable.

§8 Travel- and Accommodation Expenses

(1) Costs for travel- and accommodation expenses of thesis committee members are shared equally between both universities. The limits for travel and accommodation expenses are set by the rates prevailing at each university.

For RMIT University

For the University of Vienna

Prof. **Calum
DRUMMOND**
Deputy Vice-Chancellor
Research & Innovation

Prof. **Susanne
WEIGELIN-SCHWIEDRZIK**
Vice Rector for Research and Career
Development

Date and Stamp

Date and Stamp

Prof. **XYZ**
Supervisor

Prof. **XYZ**
Supervisor

Date

Date

Prof. **XYZ**
RMIT Dean/Head of Enrolling School

Prof. **Peter LIEBERZEIT**
Studienpräses – President of studies
legislation and affairs

Date and Stamp

Date and Stamp

XYZ
The Doctoral Candidate

Date

The responsible office for the administrative mentoring of the Doctoral Candidate at RMIT University is:
School of Graduate Research, Scholarships and Admissions/Candidature Management Team; Tel: +61 3 9925 8356; email: sgr.admissions@rmit.edu.au or sgr.candidature@rmit.edu.au.

The responsible office for the administrative mentoring of the Doctoral Candidate at the University of Vienna is: **Center for Doctoral Studies**; Berggasse 7, 1090 Vienna (Austria); Tel. +43 1 4277 18244; christian.kolowrat@univie.ac.at.