

FEDERAL PUBLIC SERVICE FEDERAL UNIVERSITY OF PARAIBA HIGHER COUNCIL OF TEACHING, RESEARCH AND EXTENSION

RESOLUTION no. 25/2019

To approve, within the Federal University of Paraíba, the general rules for the development of Cotutelle & Joint Degree *Stricto Sensu* Postgraduate activities, and revoke Consepe Resolution no. 37/2014 and Consepe Resolution no. 46/2015.

The Higher Council of Teaching, Research and Extension (Consepe) of the Federal University of Paraíba, as part of its mandate, in accordance with the legislation in force, in view of the decision reached at the plenary meeting of July 15, 2019 (Process no. 23074.017585/2019-57) and

WHEREAS the need to promote and improve international exchange and cooperation as instruments for the improvement of teaching, research and extension at UFPB;

WHEREAS the need for actions to promote knowledge mobility by providing high-level teaching, research and training to human resources, with a view to the internationalization of the Federal University of Paraíba;

WHEREAS the need to meet international standards, and adapt the applications of students from foreign higher education institutions or research centers to international models, that is, to the same criteria to which our students submit when they apply for international institutions;

THEREFORE, decides:

Article 1. To approve the general rules for the development of Cotutelle & Joint Degree *Stricto Sensu* postgraduate activities at the Federal University of Paraíba (UFPB).

Sole paragraph. The Cotutelle & Joint Degree procedure aims to promote and develop scientific cooperation between UFPB and foreign institutions' research groups, thus contributing to the internationalization of UFPB postgraduate programs, at both master's and doctoral levels.

CHAPTER I

GENERAL RULES FOR COTUTELLE & JOINT MASTER'S AND DOCTORAL DEGREES

- **Article 2.** UFPB may grant a Cotutelle & Joint Master's/Doctoral Degree, in association with other foreign Higher Education Institutions (HEIs), thus leading to a dual degree.
- **Paragraph 1** For the purposes laid out in the main section of this article, a Cotutelle & Joint Master's/Doctoral Degree is understood as the form of developing *Stricto Sensu* postgraduate activities so that Master's/Doctoral students can carry out their thesis under the supervision of two advisors, one linked to one of UFPB's postgraduate programs (PGP) and the other linked to a foreign HEI, whether or not students take academic credits at both institutions, which must recognize them as congeneric postgraduate programs.
- **Paragraph 2.** The activities carried out in the postgraduate programs of the partner institutions mentioned in the previous paragraph will be part of a single and special Master's/Doctoral program, which will follow the research plan for the Cotutelle & Joint Degree provided for in the Cotutelle Agreement, which may or may not include courses/classes of the regular curricular structure of the partner institutions.
- **Paragraph 3.** The research plan shall introduce the description of the work program and the schedule for activities to be developed at each institution.
- **Paragraph 4.** The institution of origin is the one by whose postgraduate program the student was initially admitted whereas the host institution is the one to which the other advisor belongs and where the student will develop part of his/her Master's/Doctoral activities.
 - **Article 3** To be eligible for the Cotutelle & Joint Degree, students must, simultaneously:
- I carry out their postgraduate work under two advisors, one of them from UFPB and the other from a foreign university;
 - II be duly enrolled in one postgraduate program, either at UFPB or at a foreign university;
- III intend to obtain a Master's/Doctoral degree from both partner universities, under a specific agreement to this end, called **Cotutelle Agreement**, to be signed between the HEIs, in accordance with Article 4 of this Resolution.
- **Sole Paragraph.** To meet the requirements determined by the main section of this article and items, the Universities of both advisors mentioned in item I must be home to postgraduate programs recognized as congeneric as per Paragraph 1, Article 2 of this Resolution;
- **Article 4.** The Cotutelle & Joint Master's/Doctoral Degree requires a Cotutelle Agreement signed by UFPB and one foreign higher education institution, which shall define the specific conditions for the development of the Master's/Doctoral thesis that shall lead both universities involved to confer a dual degree, and must contain all the elements listed in Article 12 of this Resolution.
- **Sole paragraph.** The application for the Cotutelle & Joint Master's/Doctoral degree shall be submitted to the UFPB postgraduate program, by duly starting a specific process, signed by the student and his/her advisor within six months after the start of the Master's degree course, and twelve months after the start of the Doctoral degree course at the host institution, whether UFPB or the foreign partner institution; the process must be concluded and the Cotutelle Agreement must be signed within a maximum period of six months from the date the PGP Board officially takes notice of such request.
- **Article 5.** UFPB will not be held responsible for funding the activities related to the Cotutelle & Joint Degree.
- **Paragraph 1.** In case the Cotutelle & Joint Degree student is a UFPB professor or a member of the UFPB administrative staff, the costs related to the travel and stay of UFPB professors that compose the examining board to judge the defense of the Master's/Doctoral thesis may be paid for with UFPB's resources, if funding is available and there is no legal impediment.

Paragraph 2. The Coordinations of the Postgraduate Programs involved in the Cotutelle & Joint Degrees must request the financial support mentioned in the previous paragraph up to six months before the date set for the defense, in case of Master's degree, and twelve months before the date set for the defense, in case of Doctoral degree.

CHAPTER II

COTUTELLE AGREEMENT

- **Article 6.** To achieve the objectives laid out in the main section of Article 2 of this Resolution, both institutions involved must sign a specific agreement, named Cotutelle Agreement, whose major foundations shall be the principles of reciprocity and cooperation.
- **Article 7.** Each Cotutelle & Joint Master's/Doctoral Degree will require signing a specific Cotutelle Agreement containing all the elements listed in Article 9 of this Resolution to acknowledge that said Cotutelle & Joint Master's/Doctoral Thesis shall be valid, and lay out the cooperation and reciprocity conditions.
- **Sole paragraph.** The Cotutelle Agreement shall remain valid as long as the following requirements are met:
- I proof of the student's satisfactory academic progress, measured by a semiannual report (in case of Master's students) and by an annual report (in case of Doctoral students), which must contain the explicit confirmation of the host institution's advisor to the terms of the report;
- II the report mentioned in the item above must be delivered to the home institution's advisor.
- **Article 8.** The Cotutelle Agreement towards a Cotutelle & Joint Degree Master's/Doctoral Thesis must contain:
- I proof of registration of the candidate for the Master's/Doctoral degree either at UFPB or at the congeneric foreign institution;
 - II explanations and reasons that justify signing the agreement;
- III research plan for the Cotutelle Joint Degree, containing the schedule of activities to be developed by the Master's/Doctoral candidate at both partner institutions;
- IV the original copies of the Cotutelle Agreement in Portuguese and at least three original copies in the language of the country where the Cotutelle thesis will be developed, in case that language is not Portuguese, signed by the student, by the advisor bound to the UFPB PGP, and by the coordinator of said program, when UFPB is the institution of origin;
- V three original copies of the Cotutelle Agreement in Portuguese and at least three original copies in the language of the country where the Cotutelle thesis will be developed, in case that language is not Portuguese, signed by the Student, and the advisor linked to the PGP of the partner university, when UFPB is the host institution.
- **Paragraph 1.** The signatures referred to in items IV and V may be submitted electronically or digitized.
- **Paragraph 2.** In either case, the Cotutelle Agreement must meet the formal, legal and regimental requirements, and comply with the items laid out in Article 9 of this Resolution.
- **Article 9.** Every Cotutelle Agreement between UFPB and a foreign higher education institution must contain:

- I the identification of the partner institutions;
- II the identification of the postgraduate programs in which the student is enrolled in each of the partner institutions, as well as branches and specific fields, if any;
 - III the identification of both advisors;
 - IV the agreement, in writing, of the advisors in both universities;
 - V the identification of the student;
 - VI the dentification of the topic of the Master's/Doctoral thesis;
- VII the Cotutelle research plan (or work program), with a list of the activities to be developed or already developed, when appropriate, at each institution;
- VIII the calendar regarding the work to be developed in each of the institutions involved, as per semester, also discriminating the length of stay in both institutions; the total minimum period must be no less than ninety days (whether straight or not) for Master's students, and one hundred and eighty days (whether straight or not) for Doctoral students in each university;
 - IX the conditions of joint advisory;
 - X the maximum time limit for obtaining the degree;
 - XI the degree to be conferred on the student at each university;
- XII the number of copies of the Master's/Doctoral thesis to be handed in at each institution involved, as well as the respective format (physical and/or digital);
 - XIII the form of presentation of the Master's/Doctoral thesis, covering:
- a) the language of the written thesis, and language of oral defense, according to Article 20 of this Resolution and item XIII of such article;
 - b) the location of the public defense, which may occur by web-conference;
 - c) the details of this defense (duration and other necessary details);
- d) the members of the Examining Board, respecting the provisions of Article 21 of this Resolution;
- XIV the definition of the responsibility for the payment of travel and accommodation expenses of members of the Examining Board, if applicable;
- XV the guarantee that there will be a single Master's/Doctoral thesis defense, automatically recognized by both institutions involved;
 - XVI the formula for determining the final classification;
- XVII the data and research results' protection scheme, during the research and after its end, involving the respective publications and also the scientific communications thereof;
- XVIII the intellectual property rights will be subject to the legal provisions in force in the countries of the participating institutions, respecting the equal distribution between both of them.
- XIX the conditions regarding cooperation and reciprocity, referred to in the main section of Article 4 of this Resolution;
 - XX the Social Security and Insurance conditions;
 - XXI the financial obligations to be assumed by the parties involved;
 - XXII the beginning of the Cotutelle activity.

Sole paragraph. To the effect of the provisions of item IX of this Article, the time it took a doctoral student to obtain his/her Master's degree at the same institution may be accounted for, provided that the credits regarding courses/classes taken and/or activities conducted at the Master's course have been transferred into the student's Doctoral transcript.

- **Article 10.** The Cotutelle Agreement towards a Cotutelle & Joint Degree shall be submitted to the UFPB PGP Board by the Student and his/her advisor linked to that PGP, whether UFPB is the institution of origin or host institution.
- **Paragraph 1.** The UFPB PGP board will have a maximum period of thirty days to assess the Cotutelle Agreement.
- **Paragraph 2.** Upon approval by the UFPB PGP board, the Cotutelle Agreement must be sent to the Dean of Postgraduate Studies (PRPG) for the due course of action.
- **Article 11.** After receiving the proposal approved pursuant to Paragraph 2, Article 10 of this Resolution, it will be up to the PRPG:
- I to verify that the process was duly conducted, as per Articles 8 and 9; should the process have to be amended, it must be returned to the corresponding PGP;
- II to forward the Cotutelle Agreement, or international academic agreement that implies reciprocity, to the Legal Office (PJ) for the legal analysis;
- III after the step described in item I above, to forward the proposal to the UFPB Agency for International Cooperation (ACI/UFPB) for the due steps regarding the signing of the Cotutelle Agreement between UFPB and the partner institution, and other relevant measures;
- IV to return the file to the PGP of origin, with one copy of the Cotutelle Agreement signed by both the Rector and the representative of the partner institution, observing any other appropriate measures.
- **Paragraph 1.** The competent sector at PRPG will have a maximum period of thirty days to carry out the procedures provided for in the main section of this article and items I and II, from the receipt of the Cotutelle Agreement proposal approved as per Article 8 of this Resolution.
- **Paragraph 2.** Within the period established in Paragraph 1, the time in which the process is in the Coordination of the corresponding PGP, for due procedures as per paragraph I of this article, must not be accounted for.
 - Article 12. The UFPB Agency for International Cooperation (ACI/UFPB) must:
 - I work together with PRPG towards adjustments, where appropriate;
 - II follow the signing of the instrument, and collect the Rector's signature;
- III take responsibility for physical and/or virtual correspondence with the foreign partner institution;
- IV forward to PRPG the copies of the Cotutelle Agreement signed by both the Rector and the representative of the partner institution;
- V take responsibility for the preservation of an original copy of the Cotutelle Agreement signed by both the Rector and the representative of the partner institution.

CHAPTER III

RIGHTS AND DUTIES OF THE COTUTELLE & JOINT MASTER'S/DOCTORAL STUDENT

- **Article 13.** As of the conclusion of the Cotutelle Agreement, the candidate for a Cotutelle & Joint Master's/Doctoral Degree will be duly enrolled in both institutions according to the internal procedures of each HEI for such institutional relation.
- **Paragraph 1**. Students duly enrolled in foreign educational or research institutions coming to UFPB through a Cotutelle & Joint Degree Program will be duly enrolled according to UFPB standards, in compliance with the other provisions of this Resolution.
- **Paragraph 2.** Registration must be renewed periodically, in person or by proxy, in both institutions, in accordance with the internal rules of each of institution.
- **Paragraph 3.** During their time abroad, UFPB students will so remain and must join the postgraduate program of the partner institution, in accordance with the procedures specified in the Cotutelle Agreement, as well as in the internal normative instruments of both institutions.
- **Paragraph 4.** students duly enrolled in both institutions must subject to the rules provided for in the Cotutelle Agreement to have their degrees issued by the HEIs involved in such partnership.
- **Paragraph 5.** In order to enroll a foreign student mentioned in Paragraph 1 of this article, the Coordination of the respective PGP must request that ACI issue a letter of acceptance for that student to secure a student visa with the Brazilian authorities, when appropriate.
- **Paragraph 6.** For the purpose of academic registration at UFPB, considering that the Joint Master's/Doctoral Degree is a single and special Master's/Doctoral Program held in two congeneric institutions, the beginning of the Master's/Doctoral course will be the moment the course started at the student's institution of origin.
- **Paragraph 7.** When UFPB is the receiving institution of a Cotutelle & Master's/Doctoral student, while such student has not yet been registered in accordance with Paragraph 1 of this article, he/she may carry out the activities provided for in the Research Plan of the Cotutelle Agreement, mentioned in item III of Article 8, or study classes/courses, as a special student, as long as he/she produces a document that proves that the process of the respective Cotutelle Agreement has been started at the PGP; in such case, such student has a priority in the PGP special student selection process.
- **Article 14.** If the student enrolled as a Cotutelle & Joint Master's/Doctoral student is a UFPB professor or member of the administrative staff, he/she must meet the requirements provided for in the norms of this institution that regulate, respectively, the teacher training policy, and the leave processes and policy for qualification and training of technical-administrative personnel.
- **Article 15.** Students enrolled as Cotutelle & Joint Master's/Doctoral students must behave according to their rights and duties defined in the UFPB General Regulations and must comply with the provisions of the regulation of the PGP in which they are enrolled, observing the Cotutelle research plan and the schedule of activities approved by the PGP board, as per item III of Article 8.

CHAPTER IV

ADVISORS FOR COTUTELLE & JOINT MASTER'S/DOCTORAL STUDENTS

Article 16. The advisors mentioned in paragraph 1 of Article 2 of this Resolution will both have joint responsibilities towards and regarding the student, who must spend time at both

institutions according to the provisions of this Resolution, as well as the determinations of the normative instruments of each partner HEI.

Sole paragraph. Should one of the advisors mentioned in Paragraph 1 leave their post for whatever reason at any stage of the Cotutelle & Master's/Doctoral degree, the student will be allowed to replace him/her, as per the internal regulatory instruments of the institution to which the advisor is linked, after hearing the advisor of the partner institution.

- **Article 17.** In addition to the duties contained in the General Regulation of the UFPB *Stricto Sensu* Postgraduate Programs, in this Resolution and in the proposed Cotutelle Agreement, by which both partner universities are required to issue a joint degree diploma, the Advisor bound to the UFPB PGP must:
 - I present the Cotutelle research plan of his/her advisee to the UFPB PGP, as per Article 8;
- II follow the signing of both the advisor and institutional representative of the foreign institution;
- III take the necessary measures to comply with the determinations set out in the Cotutelle Agreement.

CHAPTER V

MASTER'S/DOCTORAL THESIS DEFENSE AND DIPLOMA ISSUANCE

- **Article 18.** The Cotutelle Master's/Doctoral thesis shall be defended one time only at the place, in the form and in the way defined in the instrument designated in Article 9, which generates the effects described in this article.
- **Paragraph 1.** Upon successful defense, a dual Master's/Doctoral degree will be conferred on the student.
- **Paragraph 2.** To comply with the provisions of Paragraph 1 of this article, each institution shall separately issue a diploma attesting to the degree conferred, in accordance with their specific regulations.
 - **Paragraph 3.** the diploma must necessarily mention the Joint degree partner institution.
- **Article 19.** Exceptionally, UFPB students holding a scholarship from the Capes Doctoral Sandwich Program, or students during international mobility will be allowed to defend their Master's/Doctoral thesis in the foreign HEI where they developed their activities, in addition to the defense at the UFPB PGP to which they are linked, provided that they are a Cotutelle & Joint Degree student.
- **Sole paragraph.** The effects arising from the defense enabled by the main section of this article will be the same as those attributed by Article 18 of this Resolution.
- **Article 20**. A Cotutelle Joint Master's/Doctoral thesis will be written and defended in the language established in the Cotutelle Agreement and, in all cases, must have a title, abstract and keywords in both Portuguese and English.
- **Article 21.** The Examining Board of the thesis defense designated by the two institutions, must be constituted according to the norms of the institution where the defense will occur and be composed of at least one member of each country in the case of Master's degree and two members of each country in the case of Doctoral degree, among which must be both advisors.

Article 22. For UFPB to issue the diploma of the Cotutelle & Joint Master's/Doctoral graduates, in addition to the documents required in the general regulation of the UFPB *Stricto Sensu* postgraduate programs in force, a copy of the Cotutelle Agreement must be attached to the corresponding diploma request.

Paragraph 1. The UFPB transcript of records must include, in addition to the activities carried out therein, the activities carried out and the student's period of stay at the foreign institution.

Paragraph 2. In cases where the undergraduate diploma attached to the application for the Cotutelle & Joint Master's/Doctoral degree is issued by a foreign institution, this document must be formally recognized by the Postgraduate Program board, solely for the student's admission to the program; this procedure shall not validate the said title countrywide.

Paragraph 3. In case an undergraduate diploma issued by a foreign institution has been validated in Brazil, the procedure mentioned in the previous paragraph can be ignored.

CHAPTER VI FINAL REMARKS

Article 23. The subject of the Cotutelle thesis, as well as the publication, exploration and protection of the outcomes of the joint research done at both UFPB and the congeneric institution must be protected in accordance with the specific requirements of Brazil and the country of origin of the partner institution involved in the Cotutelle & Joint Degree, and the intellectual property rights shall be subject to the legal provisions in force in the countries of the participating organizations, while respecting the equal distribution between both institutions.

Article 24. Cases not provided for in this Resolution that are not covered by the laws and regulations in force in each of the partner institutions shall be resolved by agreement between the competent bodies of the partner institutions.

Article 25. This Resolution shall enter into force on the date of its publication, and thus revoke Consepe Resolution No. 37/2014, and other provisions to the contrary.

Higher Council of Teaching, Research and Extension of the Federal University of Paraíba, João Pessoa, July 17, 2019.

Margareth de Fátima Formiga Melo Diniz

President