

Agreement on Joint Doctoral Supervision and Training

between

THE UNIVERSITY OF TURKU, FINLAND

and

UNIVERSITY OF PALERMO, ITALY

Preamble

This agreement on joint doctoral supervision and training concerns an arrangement where a doctoral candidate pursues a doctoral degree at two universities¹, satisfying each institution's admission and degree requirements, and leading to one doctoral thesis with a thesis supervisor at each institution. The doctoral candidate will receive a degree from both universities, with a notation on the degree certificate stating that the degree was obtained under a joint supervision (*cotutelle*) agreement leading to two doctoral degrees from the respective universities.

Nothing in this agreement shall be taken to overrule national legislation, binding guidelines concerning doctoral training and frameworks or university regulations covering doctoral training and the award of doctoral degrees in either of the two countries. All parties commit themselves to acting in conformity with the two universities' regulations and codes of practice covering doctoral awards and to seeking a resolution by mutual consent of any difficulties that might arise in the interpretation of such regulations.

Article 1 – Purpose

In furtherance of the common aim of stimulating scientific cooperation and promoting the mobility of researchers, this agreement sets out the framework for joint supervision of the doctoral training of:

Doctoral candidate: Ferdinando La Placa

(hereafter referred to as "the doctoral candidate")

at the University of Turku

and at the *Università degli Studi di Palermo, Dipartimento di Giurisprudenza*

leading to the award of the degrees of "*Doctor in Laws*" for the University of Turku and "*Dottore di ricerca in Pluralismi giuridici. Prospettive antiche e attuali*" for the University of Palermo.

¹ The term 'university' denotes any institution of higher education which has the power to award doctoral degrees according to current national legislation.

The *title* of the doctoral candidate's thesis is: *Populism, constitution, and democracy. A comparative analysis of the populist phenomenon and the constitutional and European instruments in defence of democracies*

A research plan is presented in Annex 1.

Article 2 – Co-supervisors

The candidate's doctoral training will be pursued under the joint supervision of:

Janne Salminen, Professor of Public Law at the University of Turku

and

Laura Lorello, Professor of Constitutional Law, at Università degli Studi di Palermo

(hereafter referred to as “the co-supervisors”)

Both co-supervisors undertake to carry out the role of supervisor of the training of the doctoral candidate to its full extent, as defined by the regulations in force at their respective universities, and to support each other in the execution of their duties as supervisors. The two co-supervisors will confer regularly with regard to the progress of the doctoral candidate's degree.

Should one of the co-supervisors leave their university, the university's normal procedures for finding a replacement supervisor will be followed, with the involvement of the co-supervisor. If a suitable co-supervisor cannot be found, the agreement will be terminated and the doctoral candidate will continue his/her doctoral training towards the doctoral degree at the university of his/her remaining supervisor.

Article 3 – Admission and doctoral candidate status

The doctoral candidate must be admitted to both universities, according to each university's prevailing admission criteria.

Throughout his doctoral training, the doctoral candidate will be formally enlisted as a doctoral candidate at both institutions. The doctoral candidate will annually enrol at the university where he is working in any academic year or part thereof. The other university will arrange for the doctoral candidate the appropriate formal status to enable him to make short research visits and use essential facilities such as libraries and computing facilities. More extensive use of facilities and resources at the university other than the one where the doctoral candidate is registered will be by agreement between the doctoral candidate and his co-supervisors.

Continued registration for the doctoral degree, as defined in this agreement, depends on the doctoral candidate making satisfactory academic progress, as defined in the academic regulations of the two universities. Should any concerns arise, consultation will take place involving both co-supervisors before the appropriate procedures at the involved universities are invoked.

Article 4 – Funding

The supervisors, and whenever necessary, their universities will agree upon the arrangements for the equitable distribution of any funding received from sponsors of the doctoral candidate's research project.

Further resources will be provided as governed by the regulations in force in both universities.

Article 5 – Financial responsibilities of the doctoral candidate

Throughout his doctoral training, if applicable, the doctoral candidate will pay fees at the university where he is working in any academic year or part thereof, as explained below. The doctoral candidate would pay the registration or tuition fees only in one of the universities concerned, where he is present (or present for the longest period).

In Finland, doctoral training is free of charge for the doctoral candidate (Universities Act 558/2009, Section 8).

In Italy, Annual registration fees for PhD Courses at university of Palermo, in compliance with Board of Directors resolution n. 17 of 03/29/2017 and ratified with D.R. Rector's Decree n. 1647 on 05/22/2017, and by the Regulations on Doctoral Research of the University of Palermo, are as followed:

- a) For applicants with grant:
 - Administrative fees: € 200
 - Regional Tax: € 140
 - Additional government tax: € 16
- b) For applicant admitted as supernumerary, without grant:
 - Regional Tax: € 140
 - Additional government Tax € 16

Are exempted from the payment of admission fees:

- holders of "student loan" and also people with disability level superior to 66%;
- holders of research grant financed by the Ministry of Foreign Affairs, as regards to the year of the financed research grant;
- foreign applicants who are holders of research grants financed by their country of origin. In any case, Doctoral students will have to pay the regional taxes for the 'right to education'

The doctoral candidate must have social security cover or any insurance if that is required by the relevant national legislation of either country. The responsibility of being properly insured is with the doctoral candidate. For shorter research visits in the other country, travel insurance will typically be sufficient.

The doctoral candidate is also responsible for his housing arrangements. According to the practices in place at the universities, the universities will provide advice/assistance in finding accommodation.

Article 6 – Duration of doctoral training

The aimed time for completion of the doctoral degree is 4 years. The public oral defence is therefore expected to take place during the academic year 2024-2025.

Any request to extend this period or suspend the candidate's doctoral training must be jointly approved by the competent authorities of the two participating universities and any sponsoring bodies.

Article 7 – Distribution of work time

I year spring semester - Jan 2021-Jul 2021 - University of Turku

I year autumn semester - Aug 2021-Dec 2021 - University of Turku

II year spring semester - Jan 2022-Jul 2022 - University of Turku

II year autumn semester - Aug 2022-Dec 2022 - University of Palermo

III year spring semester - Jan 2023-Jul 2023 - University of Palermo

III year autumn semester - Aug 2023-Dec 2023 - University of Palermo

IV year spring semester - Jan 2024-Jul 2024 - University of Turku

IV year autumn semester - Aug 2024-Dec 2024 - University of Turku

If the doctoral candidate is an employee of either institution, the question of teaching duties might be relevant and should be taken into consideration even for possible adjustments of the above specified distribution of work time.

Article 8 – Exchange of information

The two universities, through the two co-supervisors, will communicate to one another all the information and documentation needed for the joint supervision of the candidate's doctoral training and the preparation and submission of the doctoral thesis.

Administrative contact points:

For the University of Turku:

Name: Mirkka Ruotsalainen
Position: Doctoral Coordinator
Email: mirkka.ruotsalainen@utu.fi

For the University of Palermo:

Name: Andrea Fattorini
Position: Segreteria Corso di dottorato
Email: andrea.fattorini@unipa.it

Article 9 – Coursework requirements

The doctoral candidate must satisfy the course work requirements of both universities, which might be complementary or additional to those of the other university. Details including a scheduled study plan are specified in Annex 2.

Article 10 – The doctoral thesis

a. Written thesis

The language in which the doctoral thesis and its summary are written must take into account the requirements of the degree awarding universities.

The doctoral candidate's doctoral thesis will be written in English and will consist of a monograph. In addition, the thesis shall contain an abstract in English and Italian, and possible other parts according to the instructions of the Universities.

The modalities of deposit and reproduction of the thesis are governed by the regulations in force in both universities.

b. Oral defence of thesis

The language in which the oral defence is to be conducted, must take into account the requirements of the two universities.

The oral defence will be a unique act and take place in Turku. The oral defence will be conducted in English. The defence will be public (i.e. open to a general audience).

c. Assessment of the thesis

Procedures for the examination of the written thesis and the oral defence are outlined below.

University of Turku:

When the doctoral thesis is ready for examination, the doctoral candidate submits it to the Faculty. On the proposal of the supervisor, the Faculty appoints at least two pre-examiners for the thesis, one or more opponents and a custos for the public examination.

The thesis pre-examiners and opponent(s) should primarily be external to both degree-awarding universities, represent different universities and, if possible, should have the qualification of adjunct professor or equivalent scientific merit.

Neither the supervisor nor the co-authors of any collaborative publications in the thesis may act as pre-examiners or opponents.

The grounds for disqualification given in Section 28 of the Administrative Procedure Act (434/03) must be taken into account in the appointment of examiners and in the examination and acceptance of theses.

The University of Turku uses the Turnitin plagiarism detection programme. All doctoral theses submitted for examination will be subject to plagiarism detection.

The pre-examiners of a doctoral thesis should provide their statement to the Faculty board within two months of being appointed.

On the basis of the statement from the pre-examiners, if the level is found to be acceptable, the Faculty board grants the permission for the public defence of the thesis. The Faculty of Law, University of Turku will pay for the opponent's fee and their travel costs to the public oral defence.

After the public examination, within one month of the public examination, the opponent makes a statement to the Faculty Board which concerns both the examination of the manuscript of the doctoral dissertation and the assessment of its public defence.

Before the grading of the dissertation the doctoral candidate is given an opportunity to comment on the statements made by the reviewers and the opponent (Universities Decree §18).

The Faculty makes the decision concerning the grade of the thesis and the awarding of the doctoral degree.

University of Palermo (Article 8, paragraph 6, D.M. 45/2013):

The thesis, accompanied by a PhD student's report on the activities of the PhD course and on any publications, is evaluated by at least two highly qualified teachers, including teachers from foreign institutions, different by the subjects awarding the doctorate, hereinafter referred to as evaluators. The evaluators express an analytical written assessment on the thesis and propose the admission to public debate or a delay for a period of no more than six months if they consider that significant integrations or corrections are required. After this period, the thesis is in any case admitted to the public discussion, accompanied by a new written assessment of the same evaluators, carried out after any corrections or additions that may have been made.

The examining Board for the oral defence, defined by mutual agreement between the two Institutions, shall be appointed by the Dean of the Faculty of Law, following the opinion of the Rector of the Università degli Studi di Palermo, and shall be composed of an equal number of university professors of both Universities. It should include at least: one committee chairman and two thesis supervisors.

Article 11 – Awarding the doctoral degree

In conformity with the regulations in force within each university regarding

- the requirements for coursework (through qualifying examinations), if any;
- the requirements for the written thesis;
- the requirements for the oral examination;

each of the two universities undertakes to award its respective national doctorate to the successful candidate. The text of the degree certificate must specify that the supervision of the thesis has been jointly conducted at the two universities.

The decision to award the degree by one of the universities is not binding upon the other.

The degree requirements for each university are specified in Annex 3.

Article 12 – Intellectual Property and Publication Rights

The cotutelle doctoral candidate owns the copyright to his/her thesis.

Both institutions shall have the right to use the thesis and the results for non-commercial use in their education, training and research. This right is perpetual and free of any charge.

The presentation, deposit and reproduction of the thesis shall be done in each and every country in accordance with the applicable regulations in force.

Article 13 - Liabilities

The parties shall be responsible for acting in accordance with the agreement.

The Parties shall be liable for direct damages caused to the Other Parties resulting from errors or omissions deliberately or negligently made by the Party. The liability of the Parties shall be limited in all cases to the amount of 10 000 euros. The Parties shall not be liable for indirect damages as specified in the Finnish Act on Sale of Goods (355/1987).

Article 14 - Settlement of Disputes and Applicable Law

This agreement shall be governed, construed and interpreted in accordance with the laws of Finland. Disputes concerning this agreement shall primarily be resolved in negotiations between the parties. If the negotiations do not result in a conclusion within a period of three (3) months, the disputes shall finally be settled in the District Court of Varsinais-Suomi (Turku, Finland).

Article 15 – Entry into effect and termination

The present agreement will take effect upon signature by the representatives of the two universities and by the doctoral candidate. It will be valid until the doctoral candidate has received his doctoral degree from both universities.

In case a party fundamentally violates the terms of this agreement, the other Parties shall be entitled to terminate the agreement by a written notice without delay.

This agreement can also be terminated:

- by the mutual consent of all parties or;
- by the doctoral candidate, in writing, giving a summary of the reasons for the decision or;
- by either university, if a suitable replacement co-supervisor cannot be found or;
- by either university, if the doctoral candidate fails to make satisfactory academic progress and the normal procedures of the university for dealing with the problem have not been effective.

Before termination of the agreement is contemplated, there must be consultation between the parties within 90 days. 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.

This agreement is drawn up in five original copies in English.

For the University of Turku:

Title: Professor

Name: Anne Kumpula

Position: Dean of the Faculty

Signature: 

Date: 1.2.2022

For the University of Palermo:

Firmato digitalmente da: Massimo Midiri
Organizzazione: UNIVERSITA' DEGLI STUDI DI PALERMO/B0023730825
Data: 20/12/2021 15:26:40

Title: Professor

Name: Massimo Midiri

Position: Rector

Signature:

Date:

Title: Professor

Name: Giuseppe Di Chiara

Position: Doctoral Coordinator

Signature:


Date:

Confirmed electronic
Signatures received
01 20.12.2021

Co-supervisors of the doctoral candidate

Title: Professor

Name: Janne Salminen

Signature: 

Date: 1.2.2022

Title: Professor


Name: Laura Lorello

Signature:

Date:

Agreed by the doctoral candidate

Name: Ferdinando La Placa

Signature: 

Date: 01/02/2022