



LOGO
Partneruniversität

GENERAL AGREEMENT ON THE JOINT DOCTORATE PROCEDURE

Between the
Adresse.....
represented by

and Technische Universität Bergakademie Freiberg (TU BA Freiberg)
Akademiestraße 6 - 09599 Freiberg, Germany
represented by the Rector, Prof. Dr. iur. Klaus-Dieter Barbknecht

Preamble

In order to enhance the scientific mobility as well as the integration and development of international co-operation between the universities, the following agreement on international doctorates (Joint doctorates) has been concluded.

The joint doctorate offers young scientists the possibility to include additional teaching concepts, approaches, knowledge and experiences into their research work as well as to use laboratories, pilot plants, and other facilities of the host university.

The joint doctorate not only improves the exchange of scientists and transfer of knowledge, but also offers the opportunity to become familiar with the scientific culture, language, and culture of the host university's country.

§ 1 Principles

- (1) The joint doctorate procedure is based on the regulations for the award of doctorates at both partner universities as well as on the relevant laws of each country. These provisions fully apply on the joint doctorate procedure, unless this agreement contains divergent provisions.
- (2) For each joint doctorate procedure, in addition to this general agreement between the universities, individual agreements will be made prior to the beginning of the exchange, but after registration as Ph.D. student or simultaneously with the registration, at the level of the supervisors, specifying at least the name of the candidate, the topic of the research, and the supervisors on both sides. In addition, the individual agreement may comprise

arrangements on financial issues of the exchange or other provisions for the respective doctorate project.

- (3) A prerequisite for the joint doctorate is that essential parts of the doctorate have been completed in cooperation with the host university.
- (4) Before the beginning of the procedure, one university teacher of each university is required to agree to supervise the candidate.
- (5) According to this agreement the home university is the university at which the major part of scientific work for the doctorate will be done.
The host university is the university which cooperates with the home university by providing supervision and research facilities.
- (6) The partners will jointly establish this agreement in the field of Upon mutual consent of the partners, other doctoral programs may be included in the future requiring an addendum to this agreement.¹

§ 2 Admission Requirements

The candidate is expected to meet the admission requirements for the doctorate of both universities.

§ 3 Registration and Fees

- (1) Doctoral candidates with ... as home university register there according to the rules of Doctoral candidates with TU BA Freiberg as home university register there according to the rules of TU BA Freiberg.
- (2) Doctoral candidates with TU BA Freiberg as home university will also register with the respective graduate program of ... , but will be exempt from tuition fees at
- (3) The rule at TU BA Freiberg that doctoral candidates have to declare their intention to pursue a doctorate to the respective faculty at least two years prior to submission of the thesis also applies to candidates in the frame of this agreement, regardless of whether TU BA Freiberg or ... is the home university. If accepted by the faculty, the doctoral candidate will be registered at the Center for Advanced Study and Research ("Graduierten- und Forschungsakademie"). An enrolment as "doctoral student" is possible, but not required. If enrolled as doctoral student, the candidate has to pay an administrative fee (84 € per semester in 2016²). In both cases, with or without enrolment, there will be no tuition fee.

§4 Integration with/Duration of Stay at Partner University

- (1) The candidate conducts the scientific work at both universities and, as a rule, he or she, in sum over the period of doctoral studies, spends at least between half year and one year at the host university to work on an essential part of the thesis. In addition, the candidate over most of the time of the work for the thesis is in regular contact with the supervisors from both universities, be it by regular

¹ Im Grunde ist ein Rahmenvertrag für die gesamte Universität angestrebt. §1 Nr. (6) bitte nur dann stehen lassen, wenn die Partneruniversität nur für bestimmte Fachbereiche ein Promotionsprogramm hat, wie dies z.B. bei manchen Universitäten in Chile, Tschechien oder Polen der Fall ist.

² Bitte anpassen.

personal contact, by lab meetings held online, or by one-to-one internet or telephone connection.

- (2) If the stay at the host university is shorter than one year, the candidate has to fulfil additional requirements, which can, for example, be:
 - a common patent or a common publication in a peer-reviewed, ISI-referenced journal of both the German and the ... group with the candidate as first author, or
 - enrolment for at least one semester at the respective partner university (e.g. via the "virtual faculty" of TU BA Freiberg) prior to the final stay to learn the respective other language or successful participation in a language class for the language of the host university.
- (3) Further details are specified in the respective individual agreement. The host university shall be notified about the stay at least 3 months in advance.

§ 5 Coverage of Expenses

- (1) Living expenses, including health insurance, at the host university are the responsibility of the candidate. Adequate health insurance coverage is required and a condition for registration as a doctoral student.
- (2) The host university will make every effort to assist the candidate with affordable accommodation.
- (3) Both universities will cover their own costs. Both universities will try to raise funds for the joint doctorate program.
- (4) Both universities will not ask for "bench fees" to be paid by doctoral candidates under this agreement. Deviating arrangements can be made in the individual agreement of § 1 (2).

§ 6 Support by Partner University

- (1) The host university provides a place of work with Internet access and the use of the library.
- (2) The use of laboratories or other research facilities will be permitted by the host university if applicable. More specific arrangements may be made in the respective individual agreement.
- (3) The host university will assist the candidate in planning and organising excursions and fact-finding trips which are integral to the doctorate program.

§ 7 Topic of Thesis

The topic of the thesis will be proposed by the home university, coordinated with the host university and formulated in the individual agreement.

§ 8 Supervisors

- (1) In the individual agreement both partner universities nominate one supervisor of the thesis.
- (2) Both supervisors jointly undertake to supervise the candidate and inform each other about the work and progress in the respective parts of the thesis.
- (3) The costs of the respective supervisors and the supervision, including all relevant expenses, are in the responsibility of each partner university.

§ 9 Doctorate Procedure

- (1) The doctorate procedure comprises three different types of activities to be completed by the candidate:
 - a) the passing of qualifying classes in which credit points may be accumulated (at ... including ...³) or the passing of an oral exam (at TU BA Freiberg "Rigorosum"),
 - b) the doctoral thesis and
 - c) the defence of the thesis.
- (2) As a rule, the examinations will be taken at the home university. But successfully passed qualifying classes or the oral exam will be mutually recognised by both partners. If credit points are accumulated in place of examinations, these will be mutually recognised by both partners. As mentioned above, credit points can be collected at both universities and, in case of inconsistencies of the credit-point systems between the two countries, credit points will be recalculated into the respective other system. Both supervisors will have to agree to this recalculation.
- (3) For each individual doctorate procedure, as a rule after submission of the respective thesis, home university and host university together establish an examination committee consisting of an even number of professors, but at least six. These equally represent both universities or, in case of the involvement of external professors as reviewers, are equally nominated by both universities.
- (4) The examination committee consists of:
 - both supervisors of the doctorate according to § 8 (1),
 - other internal and external professors (external professors: professors outside of home and host university), that have been asked to review the thesis,
 - other professors including the chairman.
- (5) The chairman of the examination committee cannot be supervisor in the respective doctorate procedure and is appointed by the home university. In case of equality of votes the chairman's vote is the casting vote.
- (6) The examination committee will meet at least once before the defence to decide on the acceptance and grade of the thesis. The examination committee will also meet after the defence to decide on the acceptance and grade of the defence, and on the grade of the overall doctorate procedure.
- (7) Meetings of the examination committee usually will be held at the home university, but with agreement of the home university can also be held at the host university. If not all members of the examination committee can be present in person, the meeting via the internet or telephone will be transferred also to the corresponding members at the host university. The examination committee can make decisions, if two thirds of its members are present in person or connected via the internet or telephone. The decision to accept the thesis and the final decision to award the joint doctorate needs a majority of the committee members of the home university and a majority of the members of the host university.
- (8) Doctoral theses written in English will be accepted by both partner universities. If the main text of thesis is written in or German, the thesis has to comprise a summary of 6-12 pages in the respective other language or in English.⁴

³ Mögliche Regeln der Partneruniversität

⁴ Die Promotionsordnung lässt auch andere Sprachen als Deutsch und Englisch zu. Dies erfordert

- (9) The doctoral thesis will simultaneously be submitted to both universities. The thesis will be reviewed by at least two professors. The requirements of the regulations for the award of doctorates at both partner universities as well as of the relevant laws of each country are to be considered in the selection of the professors. These can be the supervisors of both partners. Internal and external professors can additionally be asked for reviews. Both partners will try to reach agreement on the reviewers of the thesis. In case an agreement cannot be reached, an equal number of reviewers will be chosen by both partners. All reviews will be made accessible to the members of the examination committee and to other persons involved of both partners. The joint doctorate procedure will only be continued, if, based on the reviews, the common examination committee decides that the procedure should be continued.
- (10) If the joint examination committee gives its approval for the further progress of the procedure, a defence of the doctoral thesis will usually be held at the home university. With approval by the home university it can alternatively be held at the host university. The defence via the internet will be transferred to an appropriate room also at the respective partner university.
- (11) In case the joint doctorate procedure is not completed successfully, the partner universities still have the right to award to the candidate the doctorate of their university according to their own regulations.
- (12) Travel expenses of the supervisors and members of the examining board will be the responsibility of the university to which the supervisors and members belong.

§ 10 Doctoral Certificate⁵

- (1) The certificate awarded after successful completion of the jointly implemented doctorate program will be issued in a German and a ... version and shall explicitly refer to the fact that the doctorate has been jointly awarded by both participating universities for one and the same scientific achievement. The German version of the certificate will be signed by the rector and the dean of TU BA Freiberg. The ... version of the certificate will be signed by the rector of and⁶
- (2) Depending on the topic of the doctorate and the faculty the title awarded by TU BA Freiberg will be Dr. rer nat., Dr.-Ing., Dr. rer. pol., Dr. phil. or Dr. jur. The title awarded by ... will be

§ 11 Preservation and Duplication of Thesis

jedoch einen Fakultätsratsbeschluss, der vor Unterzeichnung des Abkommens vorliegen muss.

⁵ Sie sollten entscheiden, ob eine gemeinsame Urkunde ausgestellt wird oder jeder Partner eine eigene Urkunde erstellt. Im zweiten Fall ist sicherzustellen, dass auf beiden Urkunden verzeichnet ist, dass sie nur gemeinsam mit der Urkunde der Partneruniversität gelten. Für Projekte, die mit europäischer Förderung verbunden sind, ist ggf. das Joint Doctorate mit gemeinsamer Urkunde erforderlich, da die EU Joint Degrees anstrebt.

⁶ Im Falle einer gemeinsamen Urkunde mit beiden Unterschriften § 10 (1) durch folgenden Text ersetzen und gemeinsame Sprache festlegen:

(1) The certificate awarded after successful completion of the jointly implemented doctorate program will be issued in ... and will carry the signatures of the rectors of both universities as well as of the other responsible persons (dean at TU BA Freiberg, ...) of both universities. It shall explicitly refer to the fact that the doctorate has been jointly awarded by both participating universities for one and the same scientific achievement.

The candidate must observe all regulations regarding preservation and copying of the thesis that are applicable to both countries.

§ 12 Publication

- (1) Publications of the doctoral thesis shall be coordinated by the responsible persons (dean at TU BA Freiberg, ... at ...) and both supervisors subject to legal regulations of both countries.

§ 13 Liability

- (1) The universities are liable to each other according to the relevant legal regulations, if no other regulations result from § 13 (2).
- (2) The universities are liable to each other - irrespective of legal basis - for damage in the case of intent and gross negligence. In the case of ordinary negligence the universities are liable only for
 - a) damage arising out of injury to life, body or health,
 - b) damage arising out of violation of a major contractual obligation (an obligation of such kind, that its implementation makes the fulfilment of the contract possible at all and the compliance with it is and can be relied upon by the partners). In such a case liability is limited to the predictable and usual damage.

§ 14 Final Provisions

- (1) This agreement shall become effective on the date that it is signed by the two universities. It shall be valid for a period of five years and may be renewed or extended by mutual consent.

This agreement shall apply for doctoral, which have registered or will register at home university after ...⁷.

Joint doctoral candidates participating in the program and registered and/or enrolled at both partner universities at the time of termination will not be affected by the termination of this agreement. Both universities make sure that these doctoral candidates can finish their joint doctorate.
- (2) The agreement may be terminated by either partner with six months' prior written notice.
- (3) If individual provisions of this agreement become void, the remaining provisions continue to be valid regardless. In such a case the partners will replace the annulled provision with another one, which permissibly comes closest to fulfilling the purpose of the replaced provision. The partners will attempt to solve any conflicts that may arise in connection with this contract or its implementation by mutual agreement. Exclusively, the law of the Federal Republic of Germany applies.
- (4) Nothing in this agreement shall be deemed to require a partner university to breach any mandatory statutory law under which that partner university is operating.
- (5) Amendments or Modifications to this agreement require mutual consent in writing.
- (6) The agreement will be issued in two copies in English language; each university

⁷ Datum festlegen

receives one copy each of the same authenticity. In addition, each university receives a ...⁸ version of this agreement. Regardless, exclusively the English version is legally valid.

Date

Date

Technische Universität
Bergakademie Freiberg,
Germany

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Prof. Dr. iur. Klaus-Dieter Barbknecht
Rector

.....
Rector

⁸ Mögliche weitere Sprache, falls von Partneruniversität gefordert, sonst bitte Passage streichen.