**Agreement on Bi-national Supervision of a Doctoral Thesis**

**between**

**....................................................[[1]](#footnote-1)**

**and**

**CHARLES UNIVERSITY**

According to the bilateral treaty between .............................[[2]](#footnote-2), .............................,[[3]](#footnote-3) and Charles University in Prague, Czech Republic, signed on …………,[[4]](#footnote-4) this Agreement on Bi-national Supervision of a Doctoral Thesis *(‘co-tutelle de thèse’)* is hereby entered into by the following entities:

**..........................**[[5]](#footnote-5) (hereinafter called ‘..........’)[[6]](#footnote-6), with its seat at ............................[[7]](#footnote-7), represented by its President/Rector, .............................,[[8]](#footnote-8) and its part.............................,[[9]](#footnote-9) with its seat at .............................,[[10]](#footnote-10) represented by its..............................[[11]](#footnote-11), hereafter called the ‘Head of the Respective Faculty’,

and

**Charles University** (hereinafter called ‘CU’)[[12]](#footnote-12), with its seat at Ovocný trh 560/5, 110 00 Praha 1 – Staré Město, Czech Republic, VAT No.: CZ00216208, ID No.: 00216208, represented by its Rector Prof. Tomáš Zima, MD., DSc., and its part, .............................[[13]](#footnote-13), with its seat at ............................., Czech Republic, represented by its Dean ............................., (hereinafter called the ‘Head of the Respective Faculty’),

(the term ‘Partner Institution’ will be hereinafter used as a common or joint reference to CU and …………. [[14]](#footnote-14).)

and

The student of a doctoral study programme,
Mr/Ms[[15]](#footnote-15).............................[[16]](#footnote-16), born on ..............................[[17]](#footnote-17)

(hereinafter called ‘Contracting Parties’)

Study at …………[[18]](#footnote-18) is governed by .............................[[19]](#footnote-19)

Study at Charles University is governed by the Czech Higher Education Act No. 111/1998 Coll., as amended, particularly by Section 47a, and by the internal regulations of Charles University as well as by the internal regulations of the Respective Faculty.

**For the above stated purpose, the Contracting Parties have agreed on the following provisions:**

**Article 1: Enrolment**

1. Mr/Ms .............................[[20]](#footnote-20) (hereinafter called ‘Student’), who is enrolled simultaneously in the doctoral study programme .............................[[21]](#footnote-21) at ..........[[22]](#footnote-22) and in the doctoral study programme .............................[[23]](#footnote-23) at CU, is taking part in the bi-national supervision of a doctoral thesis *(‘co-tutelle de thèse’)* from the academic year ..............................[[24]](#footnote-24)
2. The Student will enrol in all units of study (semester or year) of the respective doctoral study programme.
3. In the event that enrolment/tuition fees are payable, the Student will pay the enrolment/tuition fees at ..........[[25]](#footnote-25) and will thus be relieved of paying the fees at ..........[[26]](#footnote-26)
4. Notwithstanding the joint responsibility for the academic supervision of the doctoral thesis, ..........[[27]](#footnote-27) will assume the responsibility for all administrative procedures relating to the defence of the doctoral thesis. Both Partner Institutions will be responsible for keeping their own student files and other relevant documentation under their respective regulations, policies and procedures.

**Article 2: Supervision of the Doctoral Thesis**

1. The Student will prepare his/her doctoral thesis under the supervision of one supervisor from ..........[[28]](#footnote-28) and one from CU, who will jointly share responsibility for supervising the study activities under the observance of the respective regulations.
2. The supervisor for ..........[[29]](#footnote-29) will be ..............................[[30]](#footnote-30) of ..............................[[31]](#footnote-31)
3. The supervisor for CU will be ..............................[[32]](#footnote-32) of ..............................[[33]](#footnote-33)

**Article 3: Duration of the Bi-nationally Supervised Study and the Study Requirements**

1. The duration of the bi-nationally supervised study must not exceed the maximum period of study of each of the Student’s doctoral study programmes in accordance with the specific regulations of the Partner Institutions. A termination of the Student’s study at either Partner Institution for reasons other than graduation will result in an immediate termination of this Agreement.
2. The Student is obliged to fulfil the study requirements of both Partner Institutions.
3. At ……….[[34]](#footnote-34), the following administrative requirements are mandatory during the study or at the time of graduation: ..............................[[35]](#footnote-35)
4. At CU, the study is carried out according to the Individual Study Plan, in which all study requirements are specified. For a successful completion of the study it is necessary to pass the state doctoral examination, which will take place at ..............................[[36]](#footnote-36)
5. The Student’s timeline for the doctoral thesis preparation at ........................[[37]](#footnote-37) must be specified in the Student’s Individual Study Plan.

**Article 4: Doctoral Thesis**

1. The preparation of the thesis will be conducted in co-operation between the two Partner Institutions.
2. The subject of the thesis is the following:

………………………………………………………………………………………

1. The thesis will be written in ..............................[[38]](#footnote-38) and defended in .........................[[39]](#footnote-39). The abstract will be written in ..............................[[40]](#footnote-40)
2. The doctoral thesis must contain a declaration of honour stating that: a) the candidate himself is the author; b) all used resources and literature are correctly referenced; c) the submitted thesis nor its part were used in different final thesis.

**Article 5: Didactic and Financial Support**

1. Both Partner Institutions will provide the Student with the necessary study materials and research facilities and they guarantee the same services and background as their other students of doctoral study programmes enjoy. Unless stated otherwise, each Partner Institution will be responsible for the costs related to the mobility of its own academic staff.
2. Unless otherwise stated, ..........[[41]](#footnote-41) will provide for and cover the costs of accommodation for the Members of the board instituted for the doctoral thesis defence (hereinafter called ‘Examination Board’), for the Chairman and for the Reviewers from abroad during the time required for the doctoral thesis defence procedure. .......[[42]](#footnote-42) will cover the travel costs incurred by the Examination Board Members, the Chairman and the Reviewers from abroad.

**Article 6: Defence of the Doctoral Thesis**

1. The defence of the thesis consists of a single discussion held before the Examination Board.
2. The defence of the thesis will take place at ..............................[[43]](#footnote-43) at ..........[[44]](#footnote-44)
3. The Examination Board will be composed of ..........[[45]](#footnote-45) Members and a Chairman. Both Supervisors may participate. The composition of the Examination Board will be based on a balanced representation of both Partner Institutions.
4. The joint Examination Board will be appointed by the Heads of the Respective Faculties[[46]](#footnote-46) of both Partner Institutions upon their mutual agreement.
5. The Examination Board consists of a Chairman and at least two other Members. The Supervisors may be part of the Examination Board, but do not contribute to the minimal number of Members. At least one Member of the Examination Board has to be external.
6. The Chairman of the Examination Board will be appointed by the Heads of the Respective Faculties[[47]](#footnote-47) of both Partner Institutions upon their mutual agreement. The role of Chairman is incompatible with the role of Supervisor or Reviewer.
7. Representatives of both Partner Institutions will negotiate a way to appoint of 2 Reviewers. The Chairman of the Examination Board will inform both Partner Institutions about the said appointment.
8. Both Reviewers can be part of the examination Board.
9. At least of the Reviewers has to be external.
10. The Reviewers will submit their written assessments of the thesis in ..............................[[48]](#footnote-48) to both Partner Institutions. The assessment must clearly state whether the thesis is recommended for admission to the defence procedure or not.
11. Unless otherwise stated, the dates of the thesis defence will be determined by the Head of the Respective Faculty of the Partner Institution mentioned in Art. 1.4 of this Agreement. The dates of a regular defence and a resit must be published pursuant to the regulations of the Respective Faculty, i.e. well in advance.
12. The Examination Board is obliged to issue the thesis defence record in two copies written in .............................. [[49]](#footnote-49) and signed by the Chairman of the Examination Board and at least one other Member of the Examination Board.
13. The record must clearly state the result of the defence which will be identical for both Partner Institutions, expressed as ‘passed’ or ‘failed’. The Respective Faculty of ..............................[[50]](#footnote-50) will provide its Partner Institution with the signed record of the thesis defence within 14 days from the date on which the thesis defence took place. As an equivalent of the ‘passed’ grade, ..................[[51]](#footnote-51) uses a finer grade scale according to its regulations, namely .............................[[52]](#footnote-52)
14. Unless otherwise stated, the successful defence of the thesis represents for both Partner Institutions the completion of the final study requirement and consequently graduation from both study programmes, upon which university diplomas may be issued.

**Article 7: Documents Certifying the Completion of a Study Programme**

1. Upon the successful defence of the thesis, both Partner Institutions will issue their own standard university diplomas[[53]](#footnote-53).
2. ..........[[54]](#footnote-54) will award the Student the academic title of ..............................[[55]](#footnote-55)
3. CU will award the Student the academic title of ‘doktor’ (abbreviated as Ph.D. following the graduate’s name).
4. The university diploma/ university diplomas or diploma supplements[[56]](#footnote-56) will state that both Partner Institutions administered the doctoral thesis defence procedure jointly.
5. The diploma issued by CU will contain the following phrase: “Partner institutions from abroad that cooperated in realization of the study are listed on the diploma supplement”, in Latin: “Exterarum gentium academiae quae Universitati nostrae cooperantes disciplinam supra dictam colunt in huius diplomatis supplemento leguntur“.[[57]](#footnote-57)
6. The name of the Partner Institution is listed on the diploma supplement.

**Article 8: Insurance and Responsibility for Damages**

1. The Student is responsible for the fulfilment of all obligations concerning the social security, health, accident and civil liability insurance during his/her stay in the Czech Republic and in ..............................,[[58]](#footnote-58) in accordance with the legislation of each country. The Student is aware of his/her obligation to cover possible expenses, which exceed the aforementioned insurance.
2. Contracting Parties consent that for any damage or injury suffered by the student during study or research or in direct relation to it, the responsibility falls on that Partner Institution, on whose ground the incident occurred. Likewise, for any damages that he/she may cause during study or research or in direct relation to it, while staying at one Partner Institution, the student is responsible solely to this Partner Institution.

**Article 9: Personal Data and Intellectual Property Rights**

1. All sides to this Agreement state that legal framework for treatment of personal data is in accordance with art. 6, par. 1, section b) of the Regulation of the European Parliament and of the Council (EU) n. 2016/697 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as well as that all personal data will be handled with accordance to legislation valid in both countries.
2. Patents based on student’s research can be submitted with his written approval. Patents based on research made in cooperation between Partner Institutions will be submitted collectively. Patents based on research made by single Partner Institution can be submitted solely by that respective institution.[[59]](#footnote-59)
3. Unless stated otherwise, publication or exchange of scientific results does not constitute a basis for financial compensation between Partner Institutions.
4. The intellectual property rights attached to the thesis, the publication, the use and protection of the research results will be copyrighted in accordance with the specific regulations of both countries and based on agreement between the Contracting Parties involved in this Agreement on Bi-national Supervision of a Doctoral Thesis.
5. All sides to this Agreement express consent that the dissertation thesis submitted by the student will be made publicly available in university databases and libraries according to respective national legislation in force in both countries, in identic form as all regular doctoral theses.
6. The number of copies of the thesis and further documents to be deposited at each Partner Institution is subject to its respective regulations.

**Article 10: Final Provisions**

1. In case this Agreement does not terminate by successful graduation of both study programmes listed in Article 1, it becomes void upon a termination of the Student’s study at either university in another way than by graduation. Any modifications to this Agreement may be made only in form of sequentially numbered amendments to this Agreement, which are to be signed by all Contracting Parties.
2. In case of provable violation of any of its provision, this Agreement can be terminated. It is necessary to inform the Partner Institution as well as the Student about this decision. The termination period is 30 days and commences on the first day of the month after the termination was delivered to the last of Contracting Parties.
3. The contents of Article 9 remain in force even after termination of this Agreement or after graduation.
4. The Contracting Parties pledge to inform one another about the progress of the doctoral studies.
5. This Agreement is drawn up in ……[[60]](#footnote-60) copies written in the…… language. Each Partner Institution will receive …… copies (of each language version), the Student will receive 1 copy (of each language version) from ..........[[61]](#footnote-61).
6. In a case of divergences between versions in different languages the English version will be deemed decisive.
7. This Agreement comes into effect on the date of the signature of the last representative of the Contractual Parties.

Signatures:

For …………………….………… For Charles University

Date: Date:

………………………………………. …………………………………

(Title, name) Prof. Tomáš Zima, MD., DSc.

President/Rector[[62]](#footnote-62) Rector

Date: Date:

………………………………………. ……………………………………

(Title, name) (Title, name)

Dean of the Faculty [[63]](#footnote-63)…… Dean of the Faculty ……

Date: Date:

……………………………………… ……………………………………

(Title, name) (Title, name)

Supervisor Supervisor

 Date:

……………………………………….

Mr / Ms

Student[[64]](#footnote-64)

1. Insert the original or English name of the partner university or another foreign partner institution (hereinafter in the footnotes referred to as „**partner university**“). [↑](#footnote-ref-1)
2. Insert the original or English name of the partner university. [↑](#footnote-ref-2)
3. Insert the country in which the partner university has its seat. [↑](#footnote-ref-3)
4. Insert the date of signature of the bilateral treaty. If no such treaty has been concluded, the first paragraph of this Agreement will be as follows: “This Agreement on Bi-national Supervision of a Doctoral Thesis (‘co-tutelle de thèse’) is hereby entered into by the following entities:”. [↑](#footnote-ref-4)
5. Insert the original or English name of the partner university. [↑](#footnote-ref-5)
6. Insert the abbreviation of the partner university which will be used hereinafter in this Agreement. [↑](#footnote-ref-6)
7. Insert the address of the partner university’s seat (not the address of the respective faculty/school/institute). [↑](#footnote-ref-7)
8. Insert the first and last names of the partner university’s Head including titles preceding and following his/her name. [↑](#footnote-ref-8)
9. Insert the name of the respective faculty/school/institute of the partner university. [↑](#footnote-ref-9)
10. Insert the address of the respective faculty/school/institute of the partner university. [↑](#footnote-ref-10)
11. Insert the first and last names of the Head of the partner faculty/school/institute including titles preceding and following his/her name. [↑](#footnote-ref-11)
12. This abbreviation may be replaced by another one within this Agreement, if applicable, as the author sees fit. [↑](#footnote-ref-12)
13. Insert the name of the CU Faculty and, if applicable, also the name of the institute/department at which the bi-national supervision studies will take place. [↑](#footnote-ref-13)
14. Insert the abbreviation of the partner university. [↑](#footnote-ref-14)
15. Delete any options in this Agreement which are not applicable. [↑](#footnote-ref-15)
16. Insert student’s first and last names, without his/her titles. [↑](#footnote-ref-16)
17. Insert student’s date of birth. [↑](#footnote-ref-17)
18. Insert the abbreviation of the partner university. [↑](#footnote-ref-18)
19. Insert the legal framework and the internal regulations governing the c*o-tutelle* study at the partner university. [↑](#footnote-ref-19)
20. Insert student’s first and last names, without his/her titles. [↑](#footnote-ref-20)
21. Insert the name of the study programme at the partner university. [↑](#footnote-ref-21)
22. Insert the abbreviation of the partner university. [↑](#footnote-ref-22)
23. Insert the name of the doctoral study programme at CU. [↑](#footnote-ref-23)
24. Insert the academic year in which the Agreement comes into force. [↑](#footnote-ref-24)
25. Insert the abbreviation of the university where the student will pay tuition fees, if applicable (the term ‘**university**’ is used interchangeably with the term ‘**partner institution**’, defined in the header of this Agreement). [↑](#footnote-ref-25)
26. Insert the abbreviation of the university where the student will be exempt from tuition fees. [↑](#footnote-ref-26)
27. Insert the abbreviation of the university which will provide the necessary administrative support for the defence of the doctoral thesis. [↑](#footnote-ref-27)
28. Insert the abbreviation of the partner university. [↑](#footnote-ref-28)
29. Insert the abbreviation of the partner university. [↑](#footnote-ref-29)
30. Insert the first and last names of the respective supervisor. [↑](#footnote-ref-30)
31. Insert the name of supervisor’s workplace, such as the respective faculty/school or department etc. [↑](#footnote-ref-31)
32. Insert the first and last names of the respective supervisor. [↑](#footnote-ref-32)
33. Insert the name of supervisor’s workplace, such as the respective faculty/school or department etc. [↑](#footnote-ref-33)
34. Insert the abbreviation of the partner university. [↑](#footnote-ref-34)
35. Specify the main requirements with regard to study administration and the regular completion of the study at the partner university. [↑](#footnote-ref-35)
36. Insert the name of the respective faculty of Charles University. [↑](#footnote-ref-36)
37. Insert the abbreviation of the partner university. [↑](#footnote-ref-37)
38. Insert the language in which the thesis will be written. [↑](#footnote-ref-38)
39. Insert the language in which the defence of the thesis will be conducted. [↑](#footnote-ref-39)
40. Insert the languages in which the abstract of the thesis will be written. [↑](#footnote-ref-40)
41. Insert the abbreviation of the partner university which will cover the specified costs related to the defence of the thesis (usually the partner institution where the thesis defence is taking place). [↑](#footnote-ref-41)
42. Insert the abbreviation of the partner university which will cover the specified costs related to the defence of the thesis (usually the other partner institution – see the previous footnote). [↑](#footnote-ref-42)
43. Insert the name of the institution at which the defence of the thesis will take place. [↑](#footnote-ref-43)
44. Insert the abbreviation of the university at which the thesis defence will take place. If the defence takes place outside of the partner institutions, omit the abbreviation. [↑](#footnote-ref-44)
45. Insert the number of Members of the Examination Board including the Chairman and, if applicable, the Supervisors. The minimum number of attending Members of the Examination Board is three. In accordance with Code of Study and Examination we suggest to select an odd number of Members. [↑](#footnote-ref-45)
46. Internal regulations of the partner university or the legislation of the respective country may define another person competent to appoint the Examination Board. [↑](#footnote-ref-46)
47. Internal regulations of the partner university or the legislation of the respective country may define another person competent to appoint the Examination Board. [↑](#footnote-ref-47)
48. Insert the language in which the Reviewers’ assessments will be written. [↑](#footnote-ref-48)
49. Insert the language in which the record of the thesis defence will be written. [↑](#footnote-ref-49)
50. Insert the abbreviation of the university which will draw up the record of the thesis defence and deliver it to its partner university. [↑](#footnote-ref-50)
51. Insert the abbreviation of the partner university. [↑](#footnote-ref-51)
52. Insert the possible results of the doctoral thesis defence assessment according to the regulations of the partner university. If the classification of the partner university is identical to the classification of CU, omit the last sentence of the paragraph. [↑](#footnote-ref-52)
53. I.e. either two separate diplomas or a joint diploma according to the internal regulations of both partner institutions, pursuant to the Rector’s Measure No. 57/2017. [↑](#footnote-ref-53)
54. Insert the abbreviation of the partner university. [↑](#footnote-ref-54)
55. Insert the academic title which the graduate will receive from the partner university. [↑](#footnote-ref-55)
56. Omit which is not applicable. [↑](#footnote-ref-56)
57. Alternatively different provision that will enable listing the name of the Partner Institution on the diploma itself, according to Rector’s Measure n. 57/2017. [↑](#footnote-ref-57)
58. Insert the country in which the partner university has its seat. [↑](#footnote-ref-58)
59. If the patenting of student’s research is deemed out of the question due to the nature of his field of research, this passage can be omitted. [↑](#footnote-ref-59)
60. Insert the total number of copies. Similarly, complete the other dotted spaces in this paragraph as applicable. [↑](#footnote-ref-60)
61. Insert the abbreviation of the university that is responsible for the delivery of this Agreement to the Student. [↑](#footnote-ref-61)
62. Insert the name of the post of the legally authorized representative of the university. [↑](#footnote-ref-62)
63. Or another representative of the partner institution. [↑](#footnote-ref-63)
64. Please delete all footnotes after completing all passages to which they refer. [↑](#footnote-ref-64)