

COOPERATION AGREEMENT ON PhD DOUBLE DEGREE PROGRAMMES

BETWEEN

UNIVERSITY OF CHEMISTRY AND TECHNOLOGY, PRAGUE

AND

UNIVERSITÉ BOURGOGNE FRANCHE-COMTÉ

Preamble

This agreement sets out the terms for the operation of Doctoral double degree programmes specified below between

University of Chemistry and Technology, Prague (UCT Prague)

address: Technická 5, 166 28 Praha 6 – Dejvice (Czech Republic),
represented by

and

Université Bourgogne Franche-Comté (UBFC)

address: 32, avenue de l'Observatoire
represented by

jointly referred to as the "partner institutions".

Background

UCT Prague and the University of Burgundy (uB), a member institution of UBFC, signed a Memorandum of Understanding and an Agreement concerning a Master Double Degree in 2017.

Motivated by a common desire to expand the scientific cooperation between Czech and French Research groups by means of the mobility of their doctoral candidates, the partner institutions agree to develop a system of academic exchanges that will allow their doctoral students to perform coordinated doctoral studies at both partner institutions by spending periods of similar duration at both sites, jointly guided by scientific supervisors from both partner institutions, aimed at obtaining the doctoral title from each partner institution by satisfying the requirements and quality standards of the doctoral studies of each partner institution. For each PhD student, under the statement of this Agreement, an Individual Agreement on PhD Double Degree Studies shall be drawn up.

Part 1 – LEGAL FRAMEWORK

This agreement is based on the principles specified hereunder.

CONSIDERING **UCT Prague**, the documents are mainly the following:

- Act No. 111/1998 Coll. (amended and consolidated) on Higher Education Institutions and on Amendments and Supplements to Some Other Acts (Higher Education Act) especially § 47, § 47a, § 47b.

- Study Conditions for Foreigners Studying at UCT Prague, as amended and registered by the Ministry of Education, Youth and Sports of the Czech Republic,
- Conditions of Admission to Study and Admission Proceedings at the UCT Prague, as amended and registered by the Ministry of Education, Youth and Sports of the Czech Republic,
- Study and Examination Rules of the University of Chemistry and Technology, Prague, as amended and registered by the Ministry of Education, Youth and Sports of the Czech Republic,
- Scholarship Rules of the UCT Prague, as amended and registered by the Ministry of Education, Youth and Sports of the Czech Republic,
- Other internal documents related to PhD studies which are available on the official board of UCT Prague.

CONSIDERING **Université Bourgogne Franche-Comté** the main documents are the following:

- The Higher Education National Rules,
- Decree of May 25, 2016 (modified by the decree of July 1, 2016) establishing the national framework of doctoral training and the modalities leading to the award of the French Doctoral degree,
- Ministerial order of March 28, 2017 giving the accreditation to UBFC by the French Ministry of Higher Education, Research and Innovation,
- National regulations concerning Examination for Doctoral Degrees in France
Law of April 25, 2002 concerning Doctoral Studies, in particular Art. 10, Art. 12, Art. 13, Art. 14, Art. 15,
- French Ministerial regulation to be followed by French Universities involved into Cotutelle
Ministerial order dated January 6, 2005,
- Université Bourgogne Franche-Comté rules and regulations.

The partner institutions agreed to carry out the following Doctoral double degree study programmes:

Chemie/Chemistry

Chemie/Analytical and Physical Chemistry

(jointly referred to as "study programmes")

The content of study in Doctoral degree programmes comes from the contemporary state of scientific knowledge or art creation in the given field of education, corresponds with study objectives and allows for achieving of determined profile of a graduate of the degree programme.

For UCT Prague:

The current Doctoral study programmes **P1417 Chemie/Chemistry** (study branches: 1401V002 Anorganická chemie/Inorganic Chemistry, 1405V002 Makromolekulární chemie/Macromolecular Chemistry, 1402V001 Organická chemie/Organic Chemistry), **P1417 Chemie/Chemistry** (study branches: 1403V001 Analytická chemie/Analytical Chemistry, 1404V001 Fyzikální chemie/Physical Chemistry), have been accredited by the Ministry of Education, Youth and Sports of the Czech Republic with the expiration date 31.10.2019. UCT Prague commits to submit an application for accreditation of the study programmes **Chemie/Chemistry, Chemie/Analytical and Physical Chemistry**, which will follow on from the existing study programmes mentioned above, at the National Accreditation Bureau of the Czech Republic by the end of December 2018. These newly accredited study programmes will be carried out in the form of a double degree in cooperation with a foreign higher education institution pursuant to Section 47 (a) of the Higher Education Act.

For Université Bourgogne Franche-Comté:

The Doctoral School Carnot-Pasteur has been accredited for the study programmes **Chemistry and Physics** by the French Ministry of Higher Education, Research and Innovation with the expiration date 2022-2023.

Part 2 – ADMINISTRATIVE TERMS

1. Home and host institution

"**Home institution**" is the university the Doctoral student was initially admitted to. **Host institution** is the partner institution that is not the **Home** institution.

Each partner institution has to provide sufficient information about social security (health insurance) and public liability. The terms of the candidate's insurance coverage in two countries should be specified in the Individual Agreement on PhD Double Degree Studies.

Home institution will mainly:

- be in charge of the primary selection of PhD applicants,
- send the PhD applicant's application file to the partner institution for their consideration,

- send students out to the partner institution for the mobility period/-s,
- collect enrolment and/or tuition fees from the PhD student, if applicable.

Host institution will mainly:

- consider PhD applicant's application file received from the partner institution and provide the student with all respective documentation applicable for admitted/non-admitted students,
- host the student during his/her mobility periods of study.

Both partner institutions will mainly:

- regularly inform each other about annual enrolment of the PhD student for the next year of study and about any changes of PhD student's study status (interruption, termination of studies, and so on),
- provide the PhD double degree student with the study conditions and rights based on the internal documents of the respective institution,
- approve the Individual Study Plan of the PhD student and appoint supervisors (at least one at each partner institution) in accordance with the internal regulations of both partner institutions,
- register the PhD student at their institution and will enrol him/her for studies annually,
- monitor the PhD student's study and research progress continuously and provide each other with the progress reports,
- keep appropriate records of the students attending the programme in their institution, and share documentation useful to the arrangement of PhD double degree studies referred to in this Agreement,
- issue the Doctoral Diploma separately, *i.e.* the PhD student will be awarded two diplomas with a Diploma Supplement,
- The Diploma and/or Diploma Supplement will state that the PhD degree was obtained as part of a cooperation between the two partner institutions.

Partner institutions will agree and decide which institution will act as a home and a host institution during elaboration of the Individual Agreement on PhD Double Degree Studies for an individual PhD double degree applicant.

2. Admission

2.1. Admission requirements

The students of partner institutions planning to enrol for the PhD double degree programme must have successfully completed Master studies and obtained a Master degree or legally recognized equivalent.

The home institution will be responsible for the primary selection of PhD double degree applicants. The final decision on admission of selected candidates to double degree studies lies with the host institution.

The home institution will send to the host institution a file for each student applying for the PhD double degree programme which will consist of:

- Student Application indicating PhD double degree studies,
- Certificate of English language skills,
- Master degree Diploma or legally recognized equivalent with Diploma Supplement,
- Motivation Letter and CV,
- List of publications if applicable,
- Topic of Dissertation Thesis.

The file must be received by the host institution sufficiently in advance before the beginning of PhD double degree studies.

2.2. Number of students

The number of students who can be enrolled in the PhD double degree programme from each partner institution per academic year is about equal from both sides, maximum 5 participants per academic year.

2.3. Language requirements

The doctoral student must have a good knowledge of the English language. The student must meet any language requirement set forth by both partner institutions. The minimum language level in English is B2 according to CEFR or a corresponding level in other language assessments, e.g. TOEFL.

3. Enrolment and fees

The doctoral student will be enrolled annually at both partner institutions according to the terms and regulations specific to each of them.

The partner institutions will inform each other about any change in PhD student's study status in the course of his/her double degree studies.

The enrolment fees will be paid only at the home institution, if applicable. The student will be exempted from the host institution enrolment and tuition fees.

4. Financial arrangements

4.1. Financial support of the PhD student

The doctoral student is expected to be financially supported by a scholarship during the standard term of study and/or grant and/or employment contract from one or both of the partner institutions and/or from a third party. The doctoral student will cover his/her expenses for travel, accommodation and all living expenses. For the doctoral student's activities each partner institution will freely make available its own resources in respect with the rules of the concerned laboratories of each partner.

4.2. Travel expenses and other expenses related to PhD double degree studies

The travel expenses for UCT Prague thesis supervisor will be paid by UCT Prague. The travel expenses for the Université Bourgogne Franche-Comté thesis supervisor will be paid by Université Bourgogne Franche-Comté or one of its member. The travel expenses for the external members of the committee for a state doctoral examination/dissertation defence (excluded the supervisor from the host institution) will be paid by the doctoral student's home institution. There are no other financial charges for the partner institutions.

5. Social security and insurance

The doctoral student is responsible for appropriate insurance coverage (health, accident, civil liability covering property damage caused to the partner institution) which is valid in the host country and required by the partner institution.

Each partner institution shall maintain policies of insurance and safety for staff and students within the law of its own country.

6. Coordination of the programme

Each partner institution nominates the following contact persons responsible for coordination and administrative management of the PhD double degree programmes:

For UCT Prague:

Faculty of Chemical Technology for the doctoral study programme Chemie/Chemistry,
Faculty of Chemical Engineering for the doctoral study programme Chemie/Analytical and Physical Chemistry

University of Chemistry and Technology, Prague
Technická 5, 166 28 Prague 6
Contact person: Vice-Dean for R&D of the respective faculty (see above)

Office in charge:
Department of International Relations
University of Chemistry and Technology, Prague
Technická 5, 166 28 Prague 6

For Université Bourgogne – Franche-Comté :

L'Institut de Chimie Moléculaire de l'Université de Bourgogne (ICMUB)
Address: 9 avenue Alain Savary, BP 47870, 21078 DIJON CEDEX
Contact person:

Laboratoire Interdisciplinaire Carnot de Bourgogne (ICB)
Address: 9 avenue Alain Savary, BP 47870, 21078 DIJON CEDEX
Contact persons:

Office in charge: Doctoral School Carnot-Pasteur
Address: Address: UFR Sciences et Techniques – 9 Avenue Alain Savary – BP 47 870 – 21 078 Dijon Cedex

Part 3 – PEDAGOGIC TERMS

1. Duration of studies

The standard duration of the PhD degree programme at UCT Prague is four years. The maximum duration of study is the standard term of study extended by three years.

The duration of the PhD degree programme at Université Bourgogne Franche-Comté is three years. The maximum duration of PhD studies in France is six years.

The estimated duration of the PhD double degree programme will be specified in an Individual Agreement on PhD Double Degree Studies.

2. Mobility periods

The research and study activities will be carried out at the two partner institutions during alternated or consecutive periods as specified in the Individual Agreement on PhD Double Degree Studies and Individual Study Plan.

The total duration of the periods spent at each of the two partner institutions will have a minimum duration of two semesters (corresponding to 12 months of effective presence), according to the schedule given in the Individual Study Plan. The schedule can be modified after approval of both supervisors.

Visits at partner institutions other than the hosting one can be authorized, if useful to the studies.

3. Supervision of the doctoral student

Partner institutions agree on a list of joint dissertation thesis topics and are responsible for their publication. Agreed dissertation thesis topics must be approved by supervising Doctoral Study Boards of each partner institution.

Each partner institution will appoint a thesis supervisor and optionally maximum 1 co-supervisor. Supervision of doctoral candidates will be carried out jointly by supervising persons from both partner institutions during the whole double degree studies.

The doctoral student will turn to the supervisors for advice or assistance during her/his studies at that institution. The two supervisors will jointly exercise the function of a scientific guide of the doctoral student and are responsible for his/her doctoral education and research training.

4. Study duties

The doctoral student fulfils the study obligations stated in an Individual Study Plan (ISP) agreed upon with the supervisors and approved by Doctoral Study Boards of each partner institution at the beginning of the student's doctoral studies. ISP can be modified after approval by supervisors from both partner institutions and Doctoral Study Boards, if useful to the studies.

The Individual Study Plan will be an Annex of Individual Agreement on PhD Double Degree Studies which will be a three-sided document signed with the individual PhD student before his/her PhD double degree studies. The doctoral student shall fulfil all requirements and regulations ruling the PhD programme of both partner institutions, particularly with regard to the course credit recognition, qualifying examination (if requested), etc.

Within the PhD double degree programme the doctoral student will fulfil the following study activities:

- a) pass advanced level and interdisciplinary courses according to student's ISP,
- b) give a presentation in English at a scientific conference (possibly at UCT Prague),
- c) publish a required (by the both Doctoral Study Boards) number of original research papers in impacted journals indexed in Web of Science of Thomson Reuters, at least one of them with the student as the first author,
- d) conduct research work,
- e) pass a State Doctoral Exam consisting of two parts or and equivalent,
- f) defend his/her doctoral thesis.

The opportunity to participate in pedagogical activities (teaching Bachelor and/or Master courses, etc.) will be given to the student.

5. State doctoral exam

5.1. Two parts of a state doctoral exam

At UCT Prague the state doctoral exam consists of two independent parts. The basic part, which verifies theoretical knowledge of specialized subjects and which is taken by the student before the defence of the dissertation thesis, consists of at least three topic areas selected and approved for the exam and the student may take sit for it only after successful completion of his/her study duties, see point a) - b), listed in the Part 3, Paragraph 4.

Members of the examination committee for the basic part of the state doctoral exam will be established according to laws and regulations of UCT Prague and presence of a member from the partner institution will be required. The basic part of the state doctoral exam will be held at UCT Prague.

The second part is the final part, which verifies professional knowledge related to realisation of own research work and which is taken by the student within the defence of the dissertation thesis in the form of extended discussion.

5.2. Dissertation thesis defence

The dissertation thesis is a result of solving a specific scientific task and must contain original and published results, or results accepted or ready for publication.

The doctoral dissertation will be written in English with two extended summaries in the national languages of the two partner institutions and in English.

The rules for submission, content, form and publishing of dissertation theses are governed by the internal documents of both partner institutions.

The authorisation for the doctoral dissertation defence and the final part of a state doctoral examination is given jointly by both partner institutions, after approval of their respective competent bodies.

A positive assessment of the dissertation thesis by at least two external reviewers appointed in compliance with the regulations of both partners is a prerequisite for admission to the dissertation thesis defence.

The members of the dissertation committee shall be determined in the Individual Agreement on PhD Double Degree Studies.

The committee will be nominated jointly by the two partner institutions and approved with respect to internal rules of each partner.

The dissertation defence will be held preferably at the home institution and in English.

The defence of the dissertation thesis is public.

All the documentation and communication, relevant to the examination, will be held in English.

5.3. Form of evaluation

Reports of the basic and final part of the state doctoral exam and their results will be made in the required form and will be sent to the partner institution.

The results are expressed by the grades "passed" and "failed".

The assessment of the state doctoral exam by the examination committee is non-public.

6. Form of Evaluation

6.1. Progress monitoring

Each partner institution will separately examine and evaluate the progress of the doctoral student annually or with the prescribed frequency, and transmit the result of the evaluation to the other partner institution.

At UCT Prague the student is obliged to submit an evaluation report for every finished year of study in the study information system. This evaluation report serves as basis for assessment by the supervisors and their recommendation or non-recommendation for the student to be enrolled in the next year of study.

At UBFC an evaluation committee meets the PhD student after approximately 18 months. The committee writes a report and formulates advice on the completion of the thesis. It meets again if the thesis is not completed within 3 years.

6.2. Course exams

The student proves the fulfilment of the study part of ISP by passing exams as specified in the student's ISP. The classification grades of the exams are "passed" and "failed".

At UCT Prague doctoral studies does not follow the ECTS system.

UBFC does not award ECTS for a Doctorate.

7. Mutual recognition of study activities

7.1. Courses

Courses which were carried out at the partner institution are based on the principle of significant syllabi correspondence and will be a subject of approval by Doctoral Study Boards of both partner institutions. The minimum requirements set for study activity recognition is the extent of the course of minimum 28 hours/semester and confirmed successful completion of the study activity.

7.2. Conferences in English

Student shall actively participate at a scientific conference by having an oral presentation in English language. The selection of the conference should be approved by the supervisors taking into account the sufficient quality of the conference.

7.3. Basic part of State Doctoral Exam

Mutual recognition shall be based on following requirements:

- the exam verifies knowledge of at least three topics of studied field,
- the examination committee consists of at least 3 members – Professors, Associate Professors or renowned experts, and an observer from host university,
- a written and signed report of the examination is provided to the partner institution.

8. Awarding the doctoral degree

After completing the double degree doctoral programme and satisfying all the associated requirements, the doctoral student will be awarded the title “Doktor”, in abbreviation “Ph.D.”, by UCT Prague, and the title “Docteur” by Université Bourgogne Franche-Comté.

Each partner institution awards its own diploma in accordance with the regulations in force.

The doctoral student will be awarded two fully nationally recognized doctoral degrees together with a Diploma Supplement with a note that the degree and diploma is awarded in the framework of cooperation between the two partner institutions.

9. Deposit and publication of dissertation thesis

Procedures for deposit and publication will be ruled by internal regulations of both institutions.

At UCT Prague procedures for deposit and publication are ruled by internal directive Rules for submitting and publishing dissertation theses at UCT Prague and dissertation thesis tutorial available at UCT Prague website for doctoral students. Once the dissertation thesis has been defended, the full text will be included as a school work in the institutional repository of UCT Prague.

At UBFC, at least 2 months before defence, the PhD candidate uploads the digital version of his/her thesis on his/her ADUM (www.adum.fr) personal web page. This version, whose submission complies with article 24 of the decree of May 25, 2016, is the same as the one sent to the reviewers and the committee.

Within the three months following defence, after revising the thesis as required by the committee during the defence, the doctor will proceed with the electronic submission of the thesis. He/She will give the Doctoral School the corrected, final manuscript of his/her thesis (one pdf copy and one hard-bound copy).

10. Confidentiality

10.1. The expression "Confidential Information" means any and all information, know-how, particulars, registers, notes, drawings, plans, analysis, including any kind of such verbal communication that has been recorded afterwards in any way, in relation to this Agreement, particularly, but not limited to, its personal information, etc., provided to each partner institution either before signing of this Agreement or thereafter.

10.2. Each Partner Institution undertakes to use the Confidential Information exclusively for the fulfilment of this Agreement. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Recipient any rights therein.

10.3. Any partner institution shall not disclose nor make the Confidential Information accessible to any third persons. Each Partner Institution further undertakes to disclose the Confidential Information only to its employees, auditors, tax- or legal experts and to those subcontractors approved by each Partner Institution who have a need to know such information for their work and undertakes to take all necessary and useful measures in order to have the Confidential Information protected by such persons with at least the same degree of care it uses for protection of its own proprietary and confidential information.

10.4. The obligations as per this section shall not apply to any information which the recipient can prove,

- (a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by the recipient of this Agreement;
- (b) is received by the recipient from a third party free to lawfully disclose such information to recipient;
- (c) was in the recipient's lawful possession prior to receipt from the discloser as evidenced by written documentation;
- (d) is independently developed by the recipient without the benefit of any of the Confidential Information as evidenced by written documentation;
- (e) is approved for release by written agreement of the discloser.

10.5. Each party undertakes to ensure that the Confidential Information from one of the other Parties undertaken, for the term of the Agreement and for two (2) years following its termination or expiry.

11. Research results protection

Should special circumstances arise where it is necessary to protect research results a special agreement shall be negotiated.

Part 4 – FINAL PROVISIONS

1. Controversies

This Agreement shall be governed by the laws of Germany, without giving effect to any conflict of law rules. All disputes, differences, controversies, claims or questions arising in connection with, arising out of, occurring under, or related to, the present Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims (a "Dispute") shall be reduced to writing in a document to be sent to the other Party. The Parties shall use their reasonable best efforts to meet and to find a mutually acceptable resolution to the Dispute.

In the event that the Dispute is not satisfactorily resolved by negotiation the Dispute shall be finally resolved by the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said Rules.

2. Duration of this agreement

This agreement is effective for 10 years beginning with the academic year following the signature of the agreement. It may be revised with the consent of the two partner institutions, or terminated at the initiative of any party with a written notice sent to the partner institution 6 months prior to the expiry date of this agreement in the form of an amendment. Any termination must consider the right of students already participating or accepted in the programme to complete it.

The partner institutions will not be responsible for the breach of the obligations of this agreement as long as the events that happened were out of the control of the parties.

This agreement might be amended at any time by the exchange of letters between the two partner institutions. Such amendments, once approved by both institutions, will become part of this agreement. The amendments cannot be applied to the already enrolled students unless they are favourable to them.

This agreement comes into effect on the day of signature of representatives of the two partner institutions. This agreement has been signed in three originals in English. Each partner institution will receive 1 original.

Signatures:

For the University of Chemistry and Technology, Prague **For the Université Bourgogne Franche-Comté**

Date: