

COOPERATION AGREEMENT ON A PhD DOUBLE DEGREE PROGRAMME
BETWEEN
UNIVERSITY OF CHEMISTRY AND TECHNOLOGY, PRAGUE
AND
UNIVERSITY OF REGENSBURG, FACULTY OF CHEMISTRY AND PHARMACY

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 the

and

University of Regensburg, Faculty of Chemistry and Pharmacy

address: Universitätsstr. 31, 93053 Regensburg
represented by the

jointly referred to as the “partner institutions”.

Motivated by a common desire to expand the scientific cooperation between Czech and German 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.

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 the University of Regensburg, the documents are mainly the following:

- Bavarian Higher Education Act (Bayerisches Hochschulgesetz/BayHschG9, as of May 2006, valid in its last updated version from July 1, 2018
- Bylaws (grundordnung) of the University of Regensburg, as of April 28, 2016
- Regulations for earning the academic degree Doctor of Natural Sciences (Dr. rer. nat) at Universität Regensburg, in its last modified version of February 26, 2014

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

Chemie/Chemistry

Chemie/Analytical and Physical Chemistry

(jointly referred to as "study programmes")

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) and **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** and **Chemie/Analytical and Physical Chemistry** which will follow on from the existing study programmes mentioned above with 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 Universität Regensburg:

There is no formal accreditation procedure for doctoral degree regulations in Germany and Bavaria.

The fundamental document specifying the higher education system in Bavaria, Germany is the Bavarian Higher Education Act (Bayerisches Hochschulgesetz /BayHschG), as of May 2006, valid in its last updated version from July 1, 2018.

On the basis of the Bavarian Higher Education Act, each university establishes and implements its own Bylaws (Grundordnung) which regulate the election of the President and the Executive Board of the University (Universitätsleitung) as well as the composition and election of the different committees of the University, i.e. the Academic Senate (Senat) and the University Council (Universitätsrat). The latest version of the Bylaws (Grundordnung) of the University of Regensburg dates from April 28, 2016.

According to Art. 1 of the Bavarian Higher Education Act, Universität Regensburg is a public university in the state university system of the Free State of Bavaria.

Art. 2, clause 1, sentence 4 of the Bavarian Higher Education Act states that research and teaching, as well as offering research based academic training are the primary areas of universities. Art 2, clause 2, sentence 2 states that one of the tasks of the universities is the academic supervision of doctoral candidates.

Art. 25 states that the Academic Senate (Senat) is the institution within the university that decides on the implementation, amendment or termination of all study regulations, including the regulations for doctoral programs. After the final approval of degree regulation by the University Council (Universitätsrat), as stated in Art 26, the regulations for doctoral degree programs become effective with the signature of the President of the University.

Art. 64 "Promotion" is dedicated to mandatory regulations for the conferral of doctoral degrees. Art. 66 to 70 contain further regulations on the conferral of the title.

Conditions for joint doctoral procedures with other universities both in Germany and abroad including rules for conferring the academic degree Doctor of Natural Sciences (Dr. rer. nat.) at Universität Regensburg are regulated by the internal document "The Regulations for earning the academic degree from June 18, 2009, in its latest updated version of February 26, 2014, Part II, Art. 19 to 23."

Part 2 – ADMINISTRATIVE TERMS

1. Home and host institution

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 (UCT Prague) and on a semester-basis (University Regensburg)
- 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 cooperation between the two partner institutions.

Partner institutions will agree and decide which institution will act as a home and a host institution during the admission procedure of 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.

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

The home institution will send to the host institution a dossier 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 (or of the local language of the partner institution)
- Master degree Diploma with Diploma Supplement
- Motivation Letter and CV
- List of publications if applicable
- Topic of Dissertation Thesis

The dossier 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 or of the local language of partner institution. The mandatory language level in English or in the local language of the partner institution is B2 according to CEFR.

3. Enrolment and fees

The doctoral student will be enrolled 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 and tuition 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, including laboratories.

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 University of Regensburg thesis supervisor will be paid by himself or herself.

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 shall be covered by an 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.

The doctoral student will be required to show a proof of health insurance before assuming his/her residency at the host 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 University of Regensburg:

Faculty of Chemistry and Pharmacy

Address: Universitaetsstrasse 31, D- 93053 Regensburg, GERMANY

Contact person:

Office in charge:

International Office

Address: Universitaetsstrasse 31, D- 93053 Regensburg, GERMANY

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 the University of Regensburg is 3 years.

The duration of the PhD double degree programme will be specified in the 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

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 co-supervisors and/or consultants. Supervision of doctoral candidates will be carried out jointly by supervisors 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 of both supervisors and Doctoral Study Boards, if useful to the studies.

The Individual Study Plan will be an Annex of the 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 the 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 an 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 a) and b) listed in the Part 3, Clause 4.

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 Czech and English.

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

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

An assessment of the dissertation thesis by at least two reviewers appointed in compliance with the regulations of both partner institutions is required. A prerequisite for admission to the dissertation thesis defence is a positive assessment of at least one reviewer.

The members of the examination committee shall be determined by agreement of the two institutions. It is composed of academic lecturers/scholars of both institutions, who are authorised to function as examiners.

External examiners, not associated with either of the institutions, may serve on the dissertation committee.

The members of the examination 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 according to the existing doctoral degree regulations of both partner institutions in their minimum requirements, and two different reports might be made if the rules differ.

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.

For UCT Prague, the results are expressed by the grades "passed" and "failed".

The grading of the thesis is decided by the majority of votes of the committee members at a closed session immediately after the defence.

At UR, the reviewers as well as the examination committee members commit themselves to assessing the dissertation and the oral examination according to the guidelines of the existing regulations at UR.

At UR the dissertation thesis and the oral exam must be graded according to the following grading scale:

Summa cum laude (grade 0)	- passed at UCT Prague
Magna cum laude (grade 1)	- passed at UCT Prague
Cum laude (grade 2)	- passed at UCT Prague
Rite (grade 3)	- passed at UCT Prague
Insufficenter (grade 4: not passed)	- failed at UCT Prague

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 University of Regensburg doctoral students who are members of the Graduate School have to keep a performance record ("Leistungsheft") which testifies on their progress on the doctoral programme.

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.

7. Mutual recognition of study activities

7.1 Courses

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

7.2 English Conference

Student shall active participate at a scientific conference by having presentation in the 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 a 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 Doktor der Naturwissenschaften, in abbreviation Dr. rer.nat., by the University of Regensburg.

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.

Both certificates have to bear the annotation that the degree and diploma was awarded as a double degree 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 partner 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 University of Regensburg, the candidate has to deliver to the dean of the respective faculty six printed copies of the dissertation thesis (within one year of the conclusion of the defense) as well as an electronic version whose format and medium is agreed with the University Library.

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 personell 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 two originals in English. Each partner institution will receive 1 original.

Signatures:

**For the University of Chemistry and Technology,
Prague**

For the University of Regensburg

Date: