**draft RP – Abteilung Recht - Hp**

**as at 0572017**

**Model Agreement**

**between the University ...., represented by….,**

**and**

**Saarland University, represented by its President,**

**concerning the joint supervision of a doctoral project**

Both universities agree to jointly supervise a doctoral project in accordance with legislation affecting each university, particularly the respective doctoral regulations, under the following conditions:

**Article 1**

**The agreement’s subject matter**

1. The subject matter of this agreement is the joint supervision of the doctoral project of Mr./Ms ... born on ... in ... (hereafter referred to as ”doctoral candidate”).
2. The topic of the written thesis (dissertation) is: ...
3. The duration of the doctoral project is expected to be X years. If necessary, the period can be extended on the doctoral candidate’s request which must be in accordance with the respective doctoral regulations of both universities.
4. The doctoral project shall be carried out at both universities. The doctoral candidate shall decide how long he/she will work at the doctoral project at each of the universities considering the scientific requirements and in agreement with his/her scientific supervisors. The time spent at each university should be relatively balanced, but at least one semester is to be spent at each university.

**Article 2**

**Enrolment**

1. The doctoral candidate shall enrol for doctoral studies at both universities. Consequently, he/she shall have the same rights and duties as other doctoral candidates at each university.
2. The doctoral candidate shall pay the fees resulting from enrolment during the period of x semesters at the University of ... and during the period of y semesters at the University of .... The doctoral candidate shall be exempted from fees at the University of ... during the period of paying fees at the University of ... and vice versa.

However, upon enrolment at Saarland University the doctoral candidate has in any case to cover the costs of the *Semesterticket* (which gives the candidate free access to public transport in the entire region) and of the insurance of the Studierendenschaft (Beitrag der Studierendenschaft zur Unfall-, Haftpflicht- und Diebstahlversicherung/ contribution of the student body to the accident, liability and theft insurance). *Semesterticket* refunds, as regulated in the refund conditions of Saarland University’s student body, remain unaffected by this.

1. The doctoral candidate shall attest that he/she has a health insurance that is valid in the respective country during the period of enrolment. Travel and subsistence expenses are to be financed either by the doctoral candidate’s own resources or, alternatively, by a research grant or the financial means of the doctoral candidate’s supervisor or by a funding agency.

**Article 3**

**Rights of use**

The protection of intellectual property relating to the doctoral thesis as well as to publication and use and the protection of research results comply with the applicable regulations at both universities.

**Article 4**

**Scientific supervision of the doctoral thesis**

1. The supervision will be carried out by the following supervisors:
* at Saarland University: ...
* at the University of …: ...
1. The supervisors undertake to carry out their role as the doctoral candidate’s supervisor to its full extent and to reach agreements that are necessary for this purpose. The supervision shall include regular discipline-specific consultations of the doctoral candidate and a permanent dialogue about the dissertation’s progress.

**Article 5**

**Admission to doctoral studies**

The doctoral candidate completed his/her studies of ... with a university degree or with an exam which, according to the applicable doctoral regulations at both universities, gives him/her access to doctoral studies at the Faculty/ in the Department ... . As far as provided for by the respective regulations at both universities, the doctoral candidate applies for inclusion in the respective university’s/faculty’s list/database of doctoral projects or doctoral candidates.

**Article 6**

**Submission of the doctoral thesis**

1. The doctoral thesis shall be written and submitted in German, or if the official language in the partner university’s country is not German, in that country’s official language or in English, unless the applicable doctoral regulations specify otherwise. If the thesis is not written in the country’s official language(s), a summary in the country’s official language(s) shall be added in writing, unless the applicable doctoral regulations specify otherwise.

In the case at issue the language combination is: …

The language of the doctoral thesis is: …

The language(s) of the summary/summaries is: …

1. The university and/or the faculty, at which the doctoral thesis is to be submitted, shall be chosen by the doctoral candidate in agreement with both universities and/or supervisors. The doctoral thesis is expected to be submitted at the University of … The terms of the doctoral thesis’ reproduction, the number of deposit copies to be submitted and the doctoral thesis’ publication are defined by the regulations of both universities and/or faculties. The universities and/or faculties shall keep each other informed about the requirements of their regulations.

**Article 7**

**Defence**

1. The defence shall take place at the university, at which the doctoral thesis was submitted. If the defence takes place at Saarland University, it shall take place in German, English or French, unless the applicable doctoral regulations specify otherwise.

The defence is expected to take place at the University of ...

…. is expected to be chosen as language for the defence and is accepted by both universities.

1. The procedure of the defence is governed by the regulations of the university at which the defence takes place, unless this agreement specifies otherwise.

**Article 8**

**Examination Board**

1. If the defence takes place at Saarland University, the Examination Board consists at least of:

1. a university professor at Saarland University’s Faculty of ... as the Chairperson who must not simultaneously fulfil the task of a referee

2. the doctoral thesis’ referees

3. a university teacher at the Faculty of … at the University of ... who has a doctoral degree

1. The Chairperson of the Examination Board and its Member pursuant to section 1 number 3 shall be appointed by the Chairperson of the Doctoral Committee of Saarland University’s Faculty of ... .
2. In addition, the Chairperson of the Doctoral Committee is authorised to appoint further members of the Examination Board in agreement with the Partner University ... . The appointment shall be conducted in a balanced ratio, which normally means that scientists of both universities are represented equally. If the applicable doctoral regulations provide for the appointment of Examination Board Members other than professors at one of the involved faculties, the appointment of these Examination Board Members requires the approval of the Doctoral Committee.

**Article 9**

**Assessment of the doctoral examination components**

The assessment of the doctoral examination components shall be carried out in accordance with the applicable doctoral regulations of the involved universities or faculties.

**Article 10**

**Doctoral certificate**

1. Upon completion of all doctoral examination components, the doctoral candidate shall be awarded a joint doctoral certificate issued by both universities, unless the applicable doctoral regulations provide for the award of two certificates. The jointly issued certificate (or, in case of two certificates, each of the respective certificates) shall bear the statement that the doctoral degree was awarded as a result of a doctoral project carried out at both involved universities or faculties. The doctoral certificate shall be sealed by both involved universities or faculties and signed by the responsible representatives at both involved universities or faculties. In case the defence does not take place at Saarland University, the doctoral certificate shall also comply with the requirements of the respective regulations affecting the doctoral regulations at Saarland University’s Faculty of ….
2. On receipt of the doctoral certificate, the doctoral candidate attains the right to use the respective doctoral degree in the Federal Republic of Germany and in ... .

**Article 11**

**Duration of the agreement**

The agreement shall come into effect upon signature by the representatives of both universities and by the doctoral candidate and be valid until the completion of the doctoral project including all examination components.

At Saarland University: At the University of ... :

Saarbrücken, ….… (date) ….... (place), ….… (date)

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The University President The Rector – The President

Prof. Dr. M. Schmitt

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The Dean The Dean

or The Chairperson of the

Doctoral Committee

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The Supervisor The Supervisor

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The Doctoral Candidate