



**TECHNISCHE
UNIVERSITÄT
DRESDEN**



**Charles
University**

BILATERAL FRAMEWORK AGREEMENT ON BI-NATIONAL SUPERVISION OF A DOCTORAL THESIS

between

TUD | DRESDEN UNIVERSITY OF TECHNOLOGY

and

CHARLES UNIVERSITY

In order to develop the scientific and cultural cooperation and to promote mobility among doctoral candidates of both University Institutions,

TUD | Dresden University of Technology (hereinafter called 'TUD'), with its seat at 01062 Dresden, represented by its Rector Prof. Dr. Ursula Staudinger, and its part **School of Science**, represented by its Chairman Prof. Dr. Carsten Timm

and

Charles University (hereinafter called 'CU'), with its seat at Ovocný trh 560/5, 116 36 Praha 1 – Staré Město, Czech Republic, VAT No.: CZ00216208, ID No.: 00216208, represented by its Rector prof. MUDr. Milena Králíčková, Ph.D.,
(the term 'Partner Institution' will be hereinafter used as a common or joint reference to TUD and CU)

hereby agree to establish an institutional framework of bilateral collaboration between the two Partner Institutions that would encourage and facilitate conclusions of bi-national supervision of a doctoral thesis (*'co-tutelle de thèse'*) agreements.

For the above stated purpose, the Partner Institutions have agreed on the following provisions:

Article 1: Introductory provisions

1. This Bilateral Framework Agreement on Bi-national Supervision of a Doctoral Thesis (hereinafter called '**Framework Agreement**') sets out the terms on which each Partner Institution will work with the other to enable to conclude an individual Agreement on Bi-national Supervision of a Doctoral Thesis (hereinafter called '**Cotutelle Agreement**').
2. This Framework Agreement defines the general and permanent criteria for the bi-national supervision of a doctoral thesis.
3. Annex I. to this Framework Agreement provides a template for individual Cotutelle Agreements. In Annex I., the Partner Institutions fill in specific data and individual information related to the doctoral candidate's studies with bi-national supervision of the doctoral thesis. Partner Institutions undertake to inform the doctoral candidate of the content of this Framework Agreement.
4. Both Partner Institutions agreed to conclude the bi-national supervision of a doctoral thesis agreements with each other using solely the template of the Cotutelle Agreement as specified in Annex I.
5. Doctoral Studies at one of the faculties of the School of Science of TUD are governed by the Regulations for Obtaining a Doctoral Degree, dated 23rd February 2011.
6. Study at CU 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.

Article 2: Supervision of the Doctoral Thesis

1. The doctoral candidate will prepare his/her doctoral thesis under the supervision of one supervisor from TUD and one from CU, who will jointly share responsibility for supervising the study and research activities under the observance of the respective regulations.
2. Both supervisors undertake to fully perform their duties towards the doctoral candidate.
3. Should one of the supervisors leave their university, the university's normal procedures for finding a replacement supervisor will be followed, with the involvement of the remaining supervisor. If a suitable supervisor cannot be found, the agreement will be

terminated and the doctoral candidate will continue his/her studies towards the doctoral degree at the university of his/her remaining supervisor.

4. At TUD, according to the Statutes for Ensuring Good Scientific Practice, Avoiding Scientific Misconduct, and Handling Violation, dated 01.06.2022, §4(5), the form and scope of supervision are to be determined at the beginning of the doctoral project in the form of a Supervision Agreement with the doctoral candidate. This Supervision Agreement is to be attached to the Cotutelle Agreement.

Article 3: Duration of the Bi-nationally Supervised Doctorate and Enrolment

1. Both universities will make arrangements to ensure as far as possible the unimpeded progress of the doctoral candidate's work throughout the duration of his/her doctorate, including the preparation of the dissertation and the dissertation defence. Throughout his/her doctorate, the doctoral candidate will be formally registered at both institutions and pay the required institutional fees.
2. At TUD, registration refers to the doctoral register of the School of Science and is free of charge. The application for acceptance of the doctoral candidate must be submitted to the School of Science at the beginning of the project via the web portal Promovendus. It is at the discretion of the doctoral candidate whether he/she would also like to enrol as a doctoral student and pay the required student services fee. At CU, the doctoral candidate will enrol in all units of study (semester or year) of the respective doctoral study programme, and will perform with all administrative procedures until the defence of the thesis.
3. The duration of the bi-nationally supervised doctorate must not exceed the maximum period of study of each of the doctoral candidates's doctoral study programmes in accordance with the specific regulations of the Partner Institutions. A termination of the candidate's study at either Partner Institution for reasons other than graduation will result in an immediate termination of the individual Cotutelle Agreement as specified in Annex I.

Article 4: Doctoral Requirements

1. Continued registration for the doctoral degree, as defined in this agreement, depends on the doctoral candidate making satisfactory academic progress, as defined in the academic regulations of both Partner Institutions. Should any concerns arise,

consultation will take place involving both supervisors before the normal procedures at the involved universities are invoked.

2. The doctoral candidate is obliged to fulfil the doctoral requirements of both Partner Institutions.
3. The courses and other training activities taken by the doctoral candidate are subject to the regulations in force in each institution.
4. AT TUD, the rigorosum is part of the oral examination (dissertation defence). It can be replaced, according to §9(6) Regulations for Obtaining a Doctoral Degree of the School of Science of TUD as of February 23, 2011, by an individual study program (courses and/or self-study) with corresponding examinations. This replacement option through participation in a study program is regulated by the Regulations for Doctoral Studies of the School of Science, Technische Universität Dresden as of July 17, 2008.
5. Furthermore, at TUD, the doctoral candidate is obliged to complete a training course on Good Scientific Practice (GSP) before submitting his/her dissertation. This is in accordance with the Statutes for Ensuring Good Scientific Practice, Avoiding Scientific Misconduct, and Handling Violations as of June 1, 2022.
6. At CU, the study is carried out according to the Individual Study Plan, in which all study requirements are specified. The doctoral candidate prepares an annual report on the fulfilment of the Individual Study Plan for PhD students, which is evaluated by the Subject Area Board. For successful completion of the study, it is necessary to pass the state doctoral examination which will take place at the respective faculty of CU. The doctoral candidate's timeline for the doctoral thesis preparation at TUD must be specified in the candidate's Individual Study Plan. The Individual Study Plan is to be attached to the Cotutelle Agreement.

Article 5: Doctoral Thesis

1. The preparation of the thesis will be conducted in co-operation between the two Partner Institutions. The thesis is to provide proof of the ability to conduct independent scientific work. It should generally represent a significant contribution to research work in the relevant scientific discipline. It must contain new scientific findings and must satisfy the demands of science in respect of the methods used and the form of presentation. The thesis is generally the self-contained individual work.

2. The thesis preparation period is divided between the two Partner Institutions into alternative periods in either country.
3. 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 6: Didactic and Financial Support

1. Both Partner Institutions will provide the doctoral candidate with the necessary study materials and research facilities and they guarantee the same services and background as their other doctoral candidates enjoy.

Article 7: Defence of the Doctoral Thesis

1. The defence of the thesis consists of a single discussion held before the Examination Board.
2. The place of the defence will be determined by mutual agreement of the Partner Institutions and will be determined in an individual Cotutelle Agreement.
3. According to TUD regulations, as part of the final examination, the doctoral candidate must demonstrate his or her in-depth competences to the Examination Board in a non-public scientific examination interview (rigorosum). The rigorosum can be replaced by the participation in an individual doctoral study program (Art. 4(4)).
4. The composition of the Examination Board will be based on a balanced representation of both Partner Institutions.
5. The joint Examination Board will be appointed by the chairperson of the Doctorate Committee of the School of Science of TUD and head of the respective faculty¹ of CU upon their mutual agreement.
6. The Examination Board consists of minimum five members. The supervisors may and at least one Reviewer (thesis assessor) must be part of the Examination Board.
7. The composition of the Examination Board must allow for fair gender representation.
8. The chairperson of the Examination Board will be appointed by the chairperson of the Doctorate Committee of the School of Science of TUD and head of the respective faculty of CU upon their mutual agreement. The role of chairperson is incompatible with the role of Supervisor or Reviewer.

¹ Internal regulations of the partner university or the legislation of the respective country may define another person competent to appoint the Examination Board.

9. Representatives of both Partner Institutions will negotiate a way to appoint of at least two Reviewers. The chairperson of the Examination Board will inform both Partner Institutions about the said appointment.
10. One of the Reviewers shall be a lecturer of the TUD School of Science.
11. The Reviewers will submit their written assessments of the thesis to both Partner Institutions. The assessment must include a grade and must clearly state whether the thesis is recommended for admission to the defence procedure or not. If an expertise recommends acceptance of the thesis, then the assessor is to award one of the grades “sufficient” (3.0), “good” (2.0) or “very good” (1.0). To permit more differentiated evaluation, intermediate values may be specified by increasing or decreasing the mark by 0.3. The marks 0.7 and 3.3 are not permitted. If the recommendation is to reject the thesis, then the grade “not sufficient” (4.0) is to be awarded.
12. Unless otherwise stated, the dates of the thesis defence will be determined by the chairperson of the Examination Board, which will assume the responsibility for all administrative procedures relating to the defence of the doctoral thesis. 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.
13. The Examination Board is obliged to issue the thesis defence record in two copies and signed by the chairperson of the Examination Board and at least one other Member of the Examination Board.
14. 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 where the defence takes place will provide its Partner Institution with the signed record of the thesis defence within three weeks from the date on which the thesis defence took place. As an equivalent of the ‘passed’ grade, TUD uses a finer grade scale according to its regulations, namely, namely ‘rite’ (sufficient, 3), ‘cum laude’ (good, 2), or ‘magna cum laude’ (very good, 1) or ‘summa cum laude’ (with distinction, 0). If the recommendation is to reject the thesis, then the grade ‘not sufficient’ (4) is to be awarded.
15. 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.
16. At TUD, the candidate is required, within a period of one year after the date of the final oral component of the proceedings, to make the accepted thesis accessible to the academic public. Only after the dissertation has been published within the prescribed

period the doctorate is complete and the doctoral certificate can be issued. Otherwise, the doctorate will be declared invalid and no doctoral title will be awarded.

Article 8: 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.
2. Both universities recognize the validity of the co-supervision arrangements implemented and that of the degree awarded.
3. TUD will award the doctoral candidate the academic title of Doctor rerum naturalium (Dr. rer. nat) or Doctor of Philosophy (Ph. D.)
4. CU will award the Student the academic title of ‘doktor’ (abbreviated as Ph.D. following the graduate’s name).
5. The university diploma will state that both Partner Institutions administered the doctoral thesis defence procedure jointly.
6. 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“.
7. The name of the Partner Institution is listed on the diploma.

Article 9: Insurance and Responsibility for Damages

1. The doctoral candidate 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 Germany, 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. Partner Institutions consent that for any damage or injury suffered by the doctoral candidate 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 doctoral candidate is responsible solely to this Partner Institution.

Article 10: Personal Data and Intellectual Property Rights

1. All sides to this Framework 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 doctoral candidate's research can be submitted with his/her 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.
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 Partner Institutions involved in this Framework Agreement.
5. All sides to this Framework Agreement express consent that the dissertation thesis submitted by the doctoral candidate 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 11: Final Provisions

1. This Framework Agreement shall remain in effect for five (5) years. It will be automatically extended unless either party desires to revise or terminate. In such case the Partner Institution shall be informed in writing six months in advance.
2. This Framework Agreement is drawn up in two copies written in the English language. Each Partner Institution will receive one copy.
3. Either Partner Institution may terminate this Framework Agreement by registered letter with acknowledgement with a notice period of six months.

4. The termination of this Framework Agreement shall not affect the validity of the Cotutelle Agreement concluded according to Annex I. that has been concluded prior to the written notice for the termination of the Framework Agreement.
5. The contents of Article 10 remain in force even after termination of this Framework Agreement.
6. This Framework Agreement comes into effect on the date of the signature of the last representative of the Contractual Parties.
7. Any dispute arising from the application of this Agreement shall be settled by mutual agreement between the Parties. In the event of a persisting dispute, any disputes regarding this Agreement shall be referred to the courts in the principal place of defendant as the exclusively agreed competent court of the first instance. This agreement and all disputes and claims arising from its subject matter shall be governed by the lex fori.

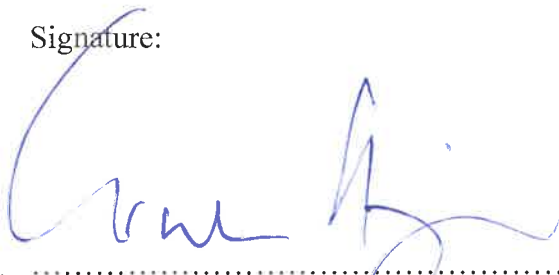
Signatures:

**For TUD | Dresden University of
Technology**

Date: *Nov. 1, 2024*

.....

Signature:



Prof. Dr. Ursula M. Staudinger
Rector

For Charles University

Date: *1. 11. 2024*

.....

Signature:



Prof. Milena Králíčková, M.D., Ph.D.
Rector



ANNEX I.

**Agreement of Bi-national Supervision of a Doctoral Thesis
between
TUD DRESDEN UNIVERSITY OF TECHNOLOGY and
CHARLES UNIVERSITY**

According to Bilateral Framework Agreement on Bi-national Supervision of a Doctoral Thesis between TUD | Dresden University of Technology (hereinafter called ‘TUD’), Germany and Charles University (hereinafter called ‘CU’), Czech Republic, signed on,² this **Agreement on Bi-national Supervision of a Doctoral Thesis** (hereinafter called ‘**Cotutelle Agreement**’) is hereby entered into by the following entities:

TUD | Dresden University of Technology, represented by its Vice Rector Research Prof. Dr. Angela Rösen-Wolff, and its part, **School of Science**, represented by its Chairman Prof. Dr. Carsten Timm, hereafter called the ‘Chairman of the School of Science’,

and

Charles University with its seat at Ovocný trh 560/5, 116 36 Praha 1 – Staré Město, Czech Republic, VAT No.: CZ00216208, ID No.: 00216208, represented by its Rector Prof. Milena Králíčková, M.D., Ph.D., and its part,,³ with its seat at, Czech Republic, represented by its Dean, (hereinafter called the ‘Head of the Respective Faculty’),

² Insert the date of signature of the bilateral agreement.

³ 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.

(the term ‘Partner Institution’ will be hereinafter used as a common or joint reference to CU and TUD.)

and

The doctoral candidate,

Mr/Ms⁴.....⁵, born on, in(City, Country)⁶

Article 1: Enrolment

1. Mr/Ms⁷ (hereinafter called ‘Candidate), who is enrolled in the doctoral study programme⁸ at CU and registered as a doctoral candidate at the Faculty ... at TUD, is taking part in the bi-national supervision of a doctoral thesis (*‘co-tutelle de thèse’*) from the academic year.....⁹
2. TU Dresden does not charge any fees for doctorates. Doctoral candidates are free to enrol as a student and pay the corresponding semester fee. At CU, tuition fees apply only to doctoral students enrolled in programmes taught in a foreign language.
3. Notwithstanding the joint responsibility for the academic supervision of the doctoral thesis, both institutions 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 supervisor for TUD will be¹⁰ of.....¹¹
2. The supervisor for CU will be¹² of.....¹³

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

⁴ Delete any options in this Agreement which are not applicable.

⁵ Insert student’s first and last names, without his/her titles.

⁶ Insert student’s date of birth.

⁷ Insert student’s first and last names, without his/her titles.

⁸ Insert the name of the doctoral study programme at CU.

⁹ Insert the academic year in which the Agreement comes into force.

¹⁰ Insert the first and last names of the respective supervisor.

¹¹ Insert the name of supervisor’s workplace, such as the respective faculty/school or department etc.

¹² Insert the first and last names of the respective supervisor.

¹³ Insert the name of supervisor’s workplace, such as the respective faculty/school or department etc.

1. Candidate's stay schedule, given as an indication:

.....
.....
.....
.....
.....

2. At CU the state doctoral examination will take place at¹⁴.
3. Further information about study and graduation requirements, including rules for the Defence of Doctoral Thesis are specified in Framework Agreement.

Article 4: Doctoral Thesis

2. The subject of the thesis is the following:

.....

3. The thesis will be written in¹⁵ and defended in¹⁶.
The abstract will be written in¹⁷ and the oral presentation will be made in

Article 5: Defence of the Doctoral Thesis

1. The defence of the thesis will take place at¹⁸ at ¹⁹. The thesis defence can take place in hybrid mode or by videoconference.
2. The procedure for the final examination, including the submission and examination of the dissertation, grading, rigorosum and defence, is set out in detail in Art. 7 of the framework agreement.
3. The tasks and costs related to the administration of defence of the thesis, including the travel expenses and the costs of accommodation for members of the Examination Board from abroad including the Chairperson and the Reviewers, will be divided among the

¹⁴ Insert the name of the respective faculty of Charles University.

¹⁵ Insert the language in which the thesis will be written.

¹⁶ Insert the language in which the defence of the thesis will be conducted.

¹⁷ Insert the languages in which the abstract of the thesis will be written.

¹⁸ Insert the name of the institution at which the defence of the thesis will take place.

¹⁹ 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.

Partner Institutions as follows:

.....

.....

If both Partner Institutions later reach a different decision, the designation of the Partner Institutions responsible for the tasks and costs can be changed upon their mutual agreement.

4. The Examination Board will be composed of²⁰ Members and a Chairperson. Both Supervisors may participate.
5. The Reviewers will submit their written assessments of the thesis in²¹ to both Partner Institutions. The assessment must clearly state whether the thesis is recommended for admission to the defence procedure or not.
6. The Examination Board is obliged to issue the thesis defence record in two copies written in.....²² and signed by the Chairperson of the Examination Board and at least one other Member of the Examination Board.

Article 6: Award of the doctoral title

1. Subject to the satisfactory completion of all award requirements, the successful completion of the oral examination and on the basis of a favourable report by the Examination Board, the Partner Institutions are both committed to jointly award the doctoral degree and issue a doctoral certificate each.
2. The overall grading of the dissertation includes the grades assigned by the assessments of the doctoral thesis, if applicable, the grade obtained for the rigorosum or its substitution and the grade on the defence. The possible overall grades at TUD are: “rite” (sufficient), “cum laude” (good), “magna cum laude” (very good), and “summa cum laude” (with distinction).
3. At TUD, the publication of the dissertation is obligatory and a prerequisite for the completion of the doctoral procedure and the award of the doctoral degree and certificate.
4. The two institutions recognise the validity of the joint supervision and the validity of the certificates granted. The doctoral certificates issued by the two institutions will give

²⁰ Insert the number of Members of the Examination Board including the Chairperson and, if applicable, the Supervisors. The minimum number of attending Members of the Examination Board is five. In accordance with Code of Study and Examination at CU we suggest to select an odd number of Members.

²¹ Insert the language in which the Reviewers’ assessments will be written.

²² Insert the language in which the record of the thesis defence will be written.

notice of the fact that the doctorate was prepared on the basis of a Co-tutelle Agreement. They will be signed and sealed by the responsible authorities at the respective universities.

5. The certificates will entitle the doctoral candidate to only use either the German or the Czech form of the doctoral degree.
6. A decision by one university not to award the degree does not preclude the other university from awarding the degree. A decision by one university to award the degree does not entail the obligation for the other university to award the degree.

Article 7: Final Provisions

1. In case this Cotutelle Agreement does not terminate by successful graduation at both Partner Institutions, it becomes void upon a termination of the Candidate's study at either university in another way than by graduation. Any modifications to this Cotutelle Agreement may be made only in form of sequentially numbered amendments to this Cotutelle Agreement, which are to be signed by all Contracting Parties.
2. In case of provable violation of any of its provision, this Cotutelle Agreement can be terminated. It is necessary to inform the Partner Institution as well as the Candidate about this decision by registered letter with acknowledgement. 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 10 of the Framework Agreement regarding Personal Data and Intellectual Property Rights remain in force even after termination of this Cotutelle Agreement or after graduation.
4. The Contracting Parties pledge to inform one another about the progress of the doctoral studies.
5. This Cotutelle Agreement is drawn up in²³ copies. Each Partner Institution will receive copies, the Candidate will receive 1 copy from ²⁴.
6. In a case of divergences between versions in different languages the English version will be deemed decisive.
7. This Cotutelle Agreement comes into effect on the date of the signature of the last representative of the Contractual Parties.

²³ Insert the total number of copies. Similarly, complete the other dotted spaces in this paragraph as applicable.

²⁴ Insert the abbreviation of the university that is responsible for the delivery of this Agreement to the Student.

Signatures:

For TUD | Dresden University of Technology

For Charles University

Date:

Date:

Prof. Dr. Angela Rösen-Wolff

Prof. Milena Králíčková, M.D., Ph.D.

Vice Rector Research

Rector

.....

.....

Date:

Date:

Prof. Dr. Carsten Timm

(Title, name)

Chairman of the School of Science

Dean of the Faculty

.....

.....

Date:

(Title, name)

President of Subject Area Board

.....

Date:

Date:

(Title, name)

(Title, name)

Supervisor

Supervisor

.....

.....

Date:

Mr / Ms

Doctoral Candidate²⁵

.....

²⁵ Please delete all footnotes after completing all passages to which they refer.