

PARTENERIAT

pentru dublă coordonare a tezelor de
doctorat
cu

UNIVERSITATEA TEHNICĂ DE
MINE FREIBERG

Noiembrie 2017

FRAMEWORK AGREEMENT ON DOUBLE THESIS COORDINATION

between

Technischen Universität Bergakademie Freiberg
represented by Rector, Prof. Dr.-Ing. Klaus-Dieter Barbknecht
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and

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PREAMBLE

The globalization of the world economy, especially in the production of raw materials, leads to the demand to internationalize the training of university graduates. A double promotion gives young scientists the opportunity to incorporate other teaching concepts, approaches, insights and experiences into their research, as well as use laboratories, experimental facilities and other facilities of the partner university. The double promotion allows not only the exchange of scientists and the transfer of knowledge, but also the opportunity to get to know the language and culture of other countries.

To implement this objective, the parties conclude the following framework agreement:

§1 Principles

- (1) The double doctorate procedure is based on the regulations for the award of doctorates at both partner universities as well as on the relevant laws of each country. These provisions fully apply on the double doctorate procedure, unless this agreement contains divergent provisions.
- (2) The double promotion procedure shall be carried out on the basis of a personal individual agreement between the two contracting parties, specifying at least the name of the candidate, the topic of the research, and the supervisors on both sides. In addition, the individual agreement may comprise arrangements on financial issues of the exchange or other provisions for the respective doctorate project.
- (3) The premise for the double promotion is that, an essential part of the doctorate has to be prepared in collaboration with the host university. The commitment of the supervisor must be made available to a professor from each university.
- (4) According to this agreement the home university is the university at which the major part of scientific work for the doctorate will be done. The host university is the university which cooperates with the home university by providing supervision and research facilities.

§2 Enrollment

- (1) The doctoral candidate has to fulfill the enrollment requirements at both universities.
- (2) During the course of the doctoral thesis, he/she must register for the period at the respective university. During the stay at the host university, he/she remains enrolled in the home university.

§3 Training stages

- (1) As a rule, the graduate student must complete at the host university a multi-month period to work on a substantial part of the doctorate thesis, at least between half year and one year at the host university to work on an essential part of the thesis. In addition, the candidate over most of the time of the work for the thesis is in regular contact with the supervisors from both universities, be it by regular personal contact, by lab meetings held online, or by one-to-one internet or telephone connection.
- (2) If the stay at the host university is shorter than one year, the candidate has to fulfill additional requirements, which can, for example, be:
 - a common patent or a common publication in a peer-reviewed, ISI-referenced journal of both the German and the Romanian group with the candidate as first author, or
 - enrolment for at least one semester at the respective partner university (e.g. via the "virtual faculty" of TU BA Freiberg) prior to the final stay to learn the respective other language or successful participation in a language class for the language of the host university. More details are given in the individual agreement.The research stages at the host university should be announced about 3 months before.

§4 Cost of training

- (1) School fees to the extent permitted by law apply to each other.
- (2) The doctoral students are responsible for the maintenance, including health insurance, at the host university.
- (3) The host university supports the graduate students in obtaining a cheap accommodation.
- (4) For the costs of the support (for example material consumption) every contract partner is responsible.
- (5) Both contracting parties are seeking to acquire funds for the implementation of the double promotion.

§5 Support of the host university

- (1) The host university provides a workplace with Internet access and allows the use of the library.
- (2) Access to laboratories should be provided if necessary.
- (3) The host university supports the doctoral students in planning and

conducting excursions and information trips, which are part of the doctoral program.

- (4) The host university supports the candidate in learning the host country's language. The home university prepares the candidate for the language of the host university. The cost of language courses is incurred by the university.

§6 Thesis theme

- (1) The theme of the thesis is established by the home university and accepted by the host university.

§7 Supervisor

- (1) Both sides nominate a supervisor of the work.
- (2) Both supervisors will jointly take care of the professional coordination of the doctoral student and inform each other about the tasks and work situation in the respective part of the dissertation.
- (3) Both the supervisors are in charge of the promotion commissions for the jointly supervised candidate in Freiberg respectively in Petrosani, and are also scientific referees.
- (4) The costs of the respective supervisors and the supervision, including all relevant expenses, are in the responsibility of each partner university.

§8 Thesis process

- (1) The necessary examinations for doctoral studies will be held at the home university and will be mutually recognized.
- (2) The thesis is first submitted and defended at the home university.
- (3) The host university will have an original version of the thesis contemporaneous available. Furthermore, at the host university a summary of the work of at least 20 pages on the objectives, methodology and results of the dissertation must be presented and the dissertation must be defended.
- (4) The thesis will be reviewed by the supervisors of both partners. Internal and external professors can additionally be asked for reviews. The requirements of the regulations for the award of doctorates at both partner universities as well as of the relevant laws of each country are to be considered in the selection of the professors. Both partners will try to reach agreement on the reviewers of the thesis. In case an agreement cannot be reached, an equal number of reviewers will be chosen by both partners.
- (5) At the host university, German and English languages are admitted to the supervision, preparation of the summary and defense.
- (6) The regulations in force for the promotion procedure specific to each country will be applied in the respective country.
- (7) In case the double doctorate procedure is not completed successfully, the partner universities still have the right to award to the candidate the

doctorate of their university according to their own regulations.

§9 Preservation and duplication of work

- (1) The doctoral student is obliged to comply with the regulations on the preservation and duplication of work in the respective country.

§10 Publications, secrecy

- (1) Thesis publications must be coordinated with both supervisors, taking into account the legal regulations of the countries.
- (2) Information about parts of output data (e.g. data from industrial research reports) is agreed upon. They may only be published with the approval of both contracting parties.

§ 11 Liability

- (1) The universities are liable to each other according to the relevant legal regulations, if no other regulations result from § 11 (2).
- (2) The universities are liable to each other - irrespective of legal basis - for damage in the case of intent and gross negligence. In the case of ordinary negligence the universities are liable only for
 - a) damage arising out of injury to life, body or health,
 - b) damage arising out of violation of a major contractual obligation (an obligation of such kind, that its implementation makes the fulfillment of the contract possible at all and the compliance with it is and can be relied upon by the partners). In such a case liability is limited to the predictable and usual damage.

§12 Final Provisions

- (1) This agreement shall become effective on the date that it is signed by the two universities.
- (2) The agreement will be concluded for a period of five years. It is extended by a further 5 years if it is not terminated by a contractual partner after a period of 6 months at the end of the term. If the agreement is not extended, the completion of ongoing doctoral procedures must be guaranteed by both contract partners.
- (3) Amendments to this Agreement or its termination by mutual agreement shall be in writer form.
- (4) If individual provisions of this agreement become void, the remaining provisions continue to be valid regardless. In such a case the partners will replace the annulled provision with another one, which permissibly comes closest to fulfilling the purpose of the replaced provision. The partners will attempt to solve any conflicts that may arise in connection with this contract or its implementation by mutual agreement. All disputes or claims arising

out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one or three arbitrators appointed in accordance with the said Rules. The provisions on expedited proceedings are applicable. The substantive law of the country of the defending party shall be applicable. The language to be used in the arbitral proceedings shall be English. If mutual agreement cannot be reached, the laws of the country of the defending party apply.

- (5) Nothing in this agreement shall be deemed to require a partner university to breach any mandatory statutory law under which that partner university is operating.
- (6) Amendments or Modifications to this agreement require mutual consent in writing.
- (7) The agreement will be issued in two copies in English language; each university receives one copy each of the same authenticity.

Freiberg, 23. Nov. 2017

Petrosani, 24.11.2017.

Prof. Dr. Klaus-Dieter Barbknecht
Rector
TU Bergakademie Freiberg



A handwritten signature in black ink, appearing to be 'K. Barbknecht', written over the seal.

Prof. Dr. Sorin Mihai Radu
Rector
Universitatea din Petroșani



A handwritten signature in black ink, appearing to be 'S. Radu', written over the seal.