**Double-Degree Framework Agreement**

To enhance academic cooperation and promote student mobility, the present agreement aims to provide the possibility for preparing a doctoral thesis under double supervision with regard to the disciplines specified by the Parties. Based on the agreement, the Parties run a double-degree doctoral programme in line with the relevant laws and other regulations on double doctoral trainings and procedures.

1. **The Contracting Parties**

Hereinafter: Party, or Parties jointly

I.1. University of Szeged (USz)

headquarter:

represented by:

contact person: [the Director of the Graduate Institute]

name:

address:

telephone:

fax:

e-mail:

I.2. and … University (…)

headquarter:

represented by:

contact person::

name:

address:

telephone:

fax:

e-mail:

1. **Obligations of the parties**

II.1. The Parties hereto are obliged to liaise and be in communication with each other, as well as to conduct affairs bona fide while exercising their rights and performing their duties mutually cooperating under this Agreement.

II.2. The Parties shall share all information and documents through the relevant supervisors which forward the cooperation herein or are relevant to this Agreement in any way whatsoever.

1. **Administrative and Academic Conditions**

III.1. The double-degree agreement for the benefit of an individual PhD student shall be concluded in the first year of her studies.

III.2. The Student shall comply with the admission requirements of both Parties, and to register to doctoral programmes offered by both Parties.

III.3. The Parties shall determine the precise conditions of the double-degree doctoral programme and procedure with regard to each student in an individual Agreement, which conditions shall include in particular:

* the expected term for the preparation of the doctoral thesis,
* the number and duration of research periods to be spent at the Parties’, all the course units (with credit value) which are required by the Parties’ curriculum
* the type and expected amount of benefits due to the Student preparing a thesis (such as an academic scholarship, a research grant, travel allowance, etc.),
* the details of the financing of the doctoral training,
* provisions relating to the accommodation of the Student,
* the appointment of the supervisors,
* provisions regarding the submission, announcement and making additional copies of the doctoral thesis,
* the process and the timing of the plagiarism check of the doctoral thesis,
* the conditions for the setting up and designation of the Committee of Assessors which is to be convened for the public defence of the thesis,
* the Party where the doctoral procedure and the defence of the thesis take place,
* the language of the doctoral thesis and that of the public defence, as well as the language in which the résumé (abstracts) of the thesis is made,
* the requirements of mutual credit recognition (regarding the requirements of the courses, the length of the courses, the comprehensive exam, the thesis defence etc.),
* the split of semesters that the Student shall complete in the institutions of the Parties.

III.4. In light of the terms contained in III.1. to III.3., Parties shall take all necessary administrative and academic measures relating to admittance, enrolment, the payment of the tuition fee (or other fees), or the exemption of such fees, as well as the continuous availability of loans and/or grants provided by a public authority or other organizations of the respective country throughout the whole term of the doctoral programme and procedure, and the preparation of the doctoral thesis. Furthermore, the Parties shall carry out those steps which determine the conditions of preparing and defending the doctoral thesis, and the award of the doctoral degree.

III.5. The supervisors appointed by the Parties shall perform their delegated duties in cooperation, i.e. guiding and supervising the preparation of the doctoral thesis, and shall undertake to act in their supervisory role in full scale.

III.6. The completion of doctoral studies

* is marked at USz by the issuance of the absolutorium certificate. Comprised within the doctoral procedure is the doctoral comprehensive examination at USz and the common public disputation of the thesis (defence);
* is market at … by …

III.7. The Parties shall undertake within the cooperation pursuant to the terms of this Agreement to accept the validity of the doctoral theses prepared and defended within the double-degree doctoral programme – in the event it is feasible in compliance with the prevailing provisions of law. The Parties shall not be liable if during the continuance of the doctoral programme – due to an alteration of the pertaining statutory provisions – the validity of the relevant doctoral thesis may be acknowledged on the basis of the prevailing provisions of law. The Parties are obliged to notify each other forthwith of such modifications.

III.8. Based on the favourable decision of the Committee of Assessors and the minutes of the public disputation each Party shall award a doctoral degree, and issue a doctoral certificate (degree) accordingly to the doctoral regulations of their countries. The doctoral certificate (degree) shall contain data pertaining to the prevailing law with regard to each Party.

III.9. A reference shall be made in the certificates (degrees) to be issued that the degree was obtained within the scope of this Agreement (double degree).

III.10. The minutes of the public disputation shall be kept in the language of the Party’s country where it was conducted, and which shall be signed by the members of the Committee of Assessors. A reference shall expressly be made to the cooperation set forth in this Agreement.

1. **Rights Pertaining to Intellectual Property**

IV.1. The Parties shall respect each other’s rights pertaining to intellectual property.

IV.2. All rights relating to intellectual property created within the scope of this Agreement by the contribution of the Parties and their Students shall accrue to the Author(s), or the User(s) in the event of an agreement entered into with the Author(s), except in case the Parties agree otherwise at a later date within the scope of another agreement.

1. **Supplements and Amendments**

Supplementing or amending this Agreement may merely be effective exclusively in writing by placing the signature of a representative of the Parties who is authorised to do so.

1. **Effect and Termination of the Agreement**

VI.1. This Agreement shall come into effect on the day hereof when both Parties have set their seal and signature and shall remain in force for an unlimited period of time.

VI.2. Apart from being the case in section VI.1.,

1. Parties may terminate this Agreement anytime by mutual agreement with regard to the future,
2. Parties may cancel this Agreement with a termination notice lasting up to the end of the relevant academic year.

VI.3. The termination of this Agreement shall not effect doctoral programmes and procedures which have already been commenced or initiated respectively.

1. **Settlement of Disputes and Governing Law**

VII.1. The Hungarian and the … law shall equally prevail and be applicable in construing and applying the terms of this Agreement. The Parties’ national law shall be applied according as where the dispute or wrong occurred during the studies of the student.

VII.2. Parties shall attempt to settle any dispute peacefully and by attesting benevolence and good faith towards each other. In the event that such an attempt remains unsuccessful, Parties shall proceed their case at the court of Hungary that has jurisdiction and competence under Act CXXX of 2016 on Civil Procedure Law. the court of [country] has jurisdiction and competence under … law in relation of disputes between the student and the … University.

1. **Closing Provisions**

VIII.1. In pursuance of this Agreement all statements shall be made in writing (via post of electronically) by the Parties. Statements relating to any default or the termination of this Agreement may be delivered exclusively by post. Written statements regarding this Agreement shall be deemed duly communicated even if the addressee denied receipt, or was not handed the letter. In such a case the time of delivery is the date of rejecting acceptance, or the date on the postal report testifying the unsuccessful attempt of delivery.

VIII.2. The Parties shall be obliged to handle all data which have been disclosed with reference to the creation and fulfilment of this Agreement as a trade secret.

VIII.2.1. In the event the Parties become aware of, or receive qualified data during the performance of this Agreement, they are obliged to comply with Act CXIII of 2011 on the protection of personal data and the publicity of data of public interest. USz and … shall apply their countries’ national regulations for data protection in line with the law of the European Union.

VIII.2.2. The Parties oblige themselves to protect and guard all data, information, and documents, and undertake to use their best endeavours to protect such data with due care.

VIII.2.3. The Parties shall incur liability for all damage due to the violation of their obligation to handle data lawfully and protect them as trade secrets as set out in section VIII.2.

VIII.3. With regard to issues not regulated by this Agreement, in case of issues between the student and USz the Hungarian law shall prevail and be implied, in particular the provisions of Act CCIV of 2011 on higher education, Government Decree 387/2012 (XII.19.) on doctoral procedures and habilitation and Act V of 2013 on the Civil Code. In issues between the Student and … the law of … shall prevail.

VIII.4. The Parties hereto acknowledge that pursuant to this Agreement they are entitled but not compelled to conduct double-degree doctoral programmes. This Agreement is not to be construed to grant exclusive rights of cooperation in conducting a double-degree doctoral programme within the period specified in this Agreement.

VIII.5. The Parties hereby declare that they are entitled to launch a doctoral programme, and that the double-degree programme – at the time of concluding this Agreement – complies with the conditions of a doctoral programmes set out in Annex 1 hereof. The Parties qualify as state-accredited higher education institutions in their respective countries where they are officially registered, and the certificate issued by them pursuant to the domestic law of the respective country amounts to a certificate of higher education. Annex 1, specifying those fields of graduate schools which fall within the scope of this Agreement, constitutes an indivisible part of this Agreement.

VIII.6. This Agreement has been drawn up in Hungarian and in English.

VIII.7. The Parties may agree in modifying the cooperation framework in writing provided both Parties set their seal and signature.

The Parties have thoroughly read and construed the terms of this Agreement, and have set their seal and signature as reflecting their true intentions.

Date and place: Date and place:

|  |  |
| --- | --- |
| ………………………………… | ………………………………… |
| Prof. Dr. László Rovó  Rector  University of Szeged | …  Rector  … |

……………………………….. ………………………………..

Financial approval Financial approval

Annex 1

Graduate schools which fall within the scope of this Agreement