

POLITECHNIKA WARSZAWSKA

Pismo okólne nr 5 / 2021
Rektora Politechniki Warszawskiej
z dnia 23 czerwca 2021 r.

w sprawie wzorów umów dotyczących wspólnego prowadzenia postępowania w sprawie nadania stopnia doktora z podmiotami zagranicznymi

Na podstawie art. 23 ust. 1 w związku z art. 185 ust. 2 ustawy z dnia 20 lipca 2018 r. - Prawo o szkolnictwie wyższym i nauce (Dz. U. z 2021 r. poz. 478, z późn. zm.) informuje się, co następuje:

W przypadku współpracy Politechniki Warszawskiej z podmiotami zagranicznymi w zakresie wspólnego prowadzenia postępowania w sprawie nadania stopnia doktora zaleca się stosowanie wzorów umów, w brzmieniu określonym w załącznikach nr 1 i 2 do niniejszego pisma.

REKTOR

prof. dr hab. inż. Krzysztof Zaremba

Individual Doctoral Agreement

Between

Warsaw University of Technology

Pl. Politechniki 1

00-661 Warsaw, Poland

Represented by:

Position:

and

.....

represented by

.....

Hereinafter referred to as the Universities.

This agreement is an obligatory document as defined in the
**FRAMEWORK AGREEMENT FOR JOINT CONDUCT OF THE PROCEDURE FOR
AWARDING THE DOCTORAL DEGREE**

signed on DATE between Warsaw University of Technology and

Article 1. Purpose of the Agreement.

The University of, represented by its President
.....

and the Warsaw University of Technology represented by its Rector, establish
herewith

an agreement for the joint conduct of the procedure for awarding the doctoral degree of the PhD
of Mr./Mrs NAME SURNAME

The co-tutelle enrolment will take place in the academic year

Article 2. The supervisors and the thesis.

NAME SURNAME doctoral program and research work are supervised jointly by from the Warsaw University of Technology and from , both holding the habilitation degree or professor title or equivalent qualifications permitting the PhD candidate supervision in accordance with law as stated in Article 9 of *FRAMEWORK AGREEMENT FOR JOINT CONDUCT OF THE PROCEDURE FOR AWARDING THE DOCTORAL DEGREE*.

NAME SURNAME research work is supervised jointly by from the Warsaw University of Technology and from , both holding the habilitation degree or professor title or equivalent qualifications permitting the PhD candidate supervision in accordance with law as stated in Article 9 of *FRAMEWORK AGREEMENT FOR JOINT CONDUCT OF THE PROCEDURE FOR AWARDING THE DOCTORAL DEGREE*.

Both supervisors are obliged to carry out due diligence their role as advisor to the candidate and to make any necessary consultations with him/her to the end of doctoral procedure

The working title of the doctoral dissertation is as follows:

.....
.....

Article 3. Registration requirements.

NAME SURNAME is registered to the PhD program at home University.

NAME SURNAME is registered to the PhD program at host University. The individual PhD program agreed by both Universities is given in the Appendix to this Agreement.*

NAME SURNAME is not registered to the PhD program at host University (extramural mode).*

Article 4. Accommodation, visa and arrival assistance.

The administration of the hosting University will assist NAME SURNAME in application for accommodation, namely.....

*For non-EU citizen: The assistance for visa application will be offered by.....(CWM in PW).**

The arrival assistance at the hosting University will be provided as well in the form of:

Article 5. Presentation and assessment of the doctoral thesis.

*The doctoral committee consists of specialists from both Universities and includes at least 7 persons with habilitation qualifications or professor title: the chair, the final exam examiner, two co-supervisors from both Universities, three reviewers and the possible assistant supervisor(s) (habilitation is not required, only the doctoral degree) in accordance of Warsaw University of Technology Senate Resolution no. 56/L/2020 of November 25, 2020 on the procedure for awarding doctoral degree and.....**

*The committee should be composed of:..... (here specification of requirements taking into account each University regulations, namely Warsaw University of Technology Senate Resolution no. 56/L/2020 of November 25, 2020 on the procedure for awarding doctoral degree and.....).**

The reviewers' opinion is submitted in the form of a written report. Upon receiving all review reports with minimum two (2) being positive, the home University takes care of the final exam and defense. Final exam covers the area of doctoral thesis specialization.

Public defense of doctoral dissertation takes place before a doctoral committee appointed by both Universities. It is a joint event of both Universities and *takes place at home/ at host University.** Partially remote (hybrid) mode with remote attendance of some part of committee members is also possible. The remote or physical attendance of at least two out of three reviewers is required. Physical presence of PhD candidate is required.

Article 6. Intellectual property, confidentiality and publications.

Copyright and intellectual property rights regarding the dissertation topic and the publication of the dissertation, and the use and protection of the research results achieved by the candidate through the joint work at both Universities are protected according to the valid doctoral degree regulations at each University.

*The University in question remains the owner of the results and know-how resulting from NAME SURNAME research in the laboratories of this University.**

Article 7. Award of the degree.

After the dissertation defense and on the basis of the opinion of the doctoral committee, each University confers a doctoral degree in accordance with applicable regulations. The **joint/single*** diploma is issued by: has to include information on being implemented within this agreement.

Where a joint diploma is issued, the diploma shall comply with the requirements set out in the accordance with the law regulations obligatory for both Universities according to the template specified in the Appendix to this Agreement.

Article 8. The communication language.

The dissertation will be written in English. The language to be used by the doctoral committee is English. English is used as the medium of communication by both Universities and for the whole doctoral procedure is English.

Article 9. Financial regulations.

*As the PhD candidate registered to the PhD program at host University, NAME SURNAME is exempted from the fees .**

*As the PhD candidate not registered to the PhD program at host University, NAME SURNAME is obliged to pay:.....
.....
..... on the basis of a separate agreement.**

*The PhD candidate assume expenses for his/her travel, accommodation and all living expenses caused by his/her mobility between home to host University.**

*The PhD candidate expenses for travel, accommodation and all living expenses are covered by..... .**

The travel expenses for the Warsaw University of Technology thesis supervisor will be in charge of the supervisor own research funds and/or of the Faculty of..... and/or.....

The travel expenses for the thesis supervisor will be in charge of the supervisor own research funds and/or the

*The travel expenses for the external members of the committee will be in charge of the PhD candidate's home Institution.**

The doctoral committee members' travel and accommodation costs sharing is defined as following:
- Warsaw University of Technology covers
- covers.....

*The other costs, namely the reviews cost¹, are covered as following:.....**

*There are no other financial charges for the Universities.**

¹ In the case of candidate not registered to the doctoral school

Article 10. Conflicts resolution.

Conflicts arising during the implementation of this Agreement concerning its interpretation, validity, performance, missing elements, etc. should be resolved through negotiation, taking into account national and local law of the Universities involved.

Article 11. Term of validity and termination.

The Agreement shall enter into force upon full signature. It is valid until the complete realization of the doctoral procedure, and including the issuance of the diploma.

There are two originals of this Agreement in English.

Signed

On behalf of Warsaw University of Technology

Name:

Position:

Date:

Signature:

On behalf of

Name:

Position:

Date:

Signature:

*Approved by:**

Dean of the Faculty..... Name.... Signature.....

Head of Discipline Council.....

Name..... Signature.....

PhD candidate supervisor from the Warsaw University of Technology

I confirm that I have been aware of these decisions

Name..... Signature.....

*PhD candidate supervisor from the
I confirm that I have been aware of these decisions*

Name..... Signature.....

*PhD candidate
I confirm that I have been aware of these decisions*

Name..... Signature.....

APPENDIX

1. The individual training program and mobility scheme for NAME SURNAME.....*
2. Template of joint diploma.

* Delete as applicable.

FRAMEWORK AGREEMENT FOR JOINT CONDUCT OF THE PROCEDURE FOR AWARDING THE DOCTORAL DEGREE

between

Warsaw University of Technology,
Plac Politechniki 1, 00-661 Warsaw

represented by

and

.....

represented by

.....

The above institutions are henceforth referred to as Universities, or each of them as University.

Article 1. Purpose.

The Universities agree to establish framework conditions for the preparation and proceeding of jointly supervised doctoral dissertations.

Article 2. Individual Agreements.

The Universities will sign an Individual Agreement for each and every PhD candidate, who will pursue a jointly supervised bi-national doctorate.

The individual doctoral program agreed by both Universities makes an obligatory Appendix to the Individual Agreement for the PhD candidate which will be enrolled to the doctoral school at the host University.

The Individual Agreement defines all fees to be paid at the host University by the PhD candidate not enrolled to the doctoral school at that University (extramural mode).

Article 3. Enrollment to the joint supervision program, fees and student rights.

The PhD candidate wishing to participate in the joint supervision (co-tutelle) program according to this Agreement must have a sufficient command of English.

The PhD candidates are nominated to the co-tutelle program under this Agreement by the home University and are approved by both Universities.

*For the candidates delegated to the doctoral program at the host University the nomination takes place no later than in the middle of their second year of their doctoral studies at the home university.²**

*For the candidates delegated to the doctoral program at the Warsaw University of Technology the nomination takes place no later than in the middle of their year of their doctoral studies at the home university.**

*For the candidates delegated to the doctoral program at the the nomination takes place no later than in the middle of their year of their doctoral studies at the Warsaw University of Technology.**

For the candidates not delegated to the doctoral program (extramural mode) at the host University such time limit does not apply.

Article 4. Recognition of the studies.

Subject to the Appendix to Individual Agreement the PhD candidate attends the courses at the host University according to the agreed individual doctoral program. Credits and grades

² The suggested option, other options can be agreed too

obtained at the host University are recognized and recorded at the home University. Each institution should provide information that allow to assign the grades, when applicable. Each University decides, on its own internal criteria whether the PhD candidate has fulfilled all the requirements to obtain his/her degree.

Article 5. Co-supervisors.

The co-supervisors of the dissertation will be appointed according to the laws applicable at both Universities.

Whenever the approval of a supervisor is required on any of two universities, the approval of both co-supervisors will be required.

The research of PhD candidates will be pursued under the joint supervision of two supervisors, one from each university.

The two co-supervisors will confer regularly with regard to the progress of the doctoral candidate research.

Should one of the co-supervisors leave their university, the university's regular procedures for finding a replacement supervisor will be implemented with the involvement of the co-supervisor.

Article 6. Distribution of time between two universities.

The PhD candidate registered to doctoral school and his/her co-supervisors shall agree on how the researcher's time is to be divided between the two universities, taking into account the research needs and the studies obligation. The work related to the doctoral thesis will be carried out in both signatory Universities. The detailed mobility scheme together with doctoral training program must be specified in the Individual Agreement.

Any deviations from the mobility scheme shall be agreed with the PhD candidate and approved by his/her co-supervisors.

Article 7. Accommodation, visa and arrival assistance.

The administration of the hosting University will assist PhD candidate in application for accommodation. If applicable the assistance for visa application will be offered. The arrival assistance at the hosting University will be provided as well.

Article 8. Numerus clauses.

*The number of PhD candidates to be admitted for joint supervision is to be agreed annually between the Universities in accordance with local capacity and regulations.**

*The number of PhD candidates to be admitted for joint supervision is limited to**

Article 9. Accordance with law.

The procedure for awarding the doctoral degree together with composition of doctoral committee, the conferring of doctoral degree, and the dissertation defense procedures will take place in accordance with the law regulations obligatory for both Universities, namely: Warsaw University of Technology Senate Resolution no. 56/L/2020 of November 25, 2020 on the procedure for awarding doctoral degree, Law on Higher Education and Science (Dz.U. 2021 position 478 with later changes, item 85, section V, Chapter 1-2) and

Warsaw University of Technology (WUT) is responsible for managing of the PhD candidate's data, the procedures, information distribution etc. according to the law applicable at WUT, particularly entering the data to POL-on system. The is responsible for obeying the law applicable at

Article 10. Language.

The dissertation will be written in English, unless otherwise agreed in the Individual Agreement.

Article 11. Doctoral dissertation defense and award of degree.

The dissertation will be presented during the joint public defense before a joint committee appointed in accordance with law of both universities. The dissertation defense will be conducted in English at the home university of the doctoral candidate, unless otherwise agreed in the Individual Agreement.

The PhD diploma will entitle the doctoral candidate to only use the form of doctoral degree as officially defined in the degree diploma. A decision by one University not to award the degree does not preclude the other University from awarding the degree individually (not under this Agreement). A decision by one University to award the degree does not entail the obligation for the other University to award the degree.

One joint diploma conferring the PhD degree or the diploma issued by one of the involved universities are delivered. The diploma type is defined in the individual agreement.

Where a joint diploma is issued, the diploma shall comply with the requirements set out in the accordance with the law regulations obligatory for both Universities.

Article 12. Intellectual Property Rights.

The establishment of Intellectual Property Rights relating to academic content would remain with the University responsible for delivery of that element of the program. Where existing copyright material is used, this must be acknowledged. Both Universities shall be responsible for containing the necessary third party authorization.

All agreements between companies and Universities in matters relating to PhD candidate research work must take into account of the (Universities) regulations concerning the availability of the final version of the theses for examination purposes.

Article 13. Financial Regulations.

For the PhD candidate's activities each Institution will freely make available its own resources, including laboratories.

Expenses for transport, residence (room and board), as well as health insurance in accordance with the regulations of the host country and administrative fees, shall be carried by the respective PhD candidate unless otherwise defined in the Individual Agreement

If possible PhD candidate is expected to be financially supported by a scholarship or grant from either one of the Institutions or from a third party.

Article 14. Health Insurance and Work Safety.

Each institution shall maintain policies of insurance and work safety for staff and students within the law of its own country.

The PhD candidate will be required to show proof of health insurance before assuming his/her residency at the hosting Institutions.

Article 15. Conflicts resolution.

Conflicts arising during the implementation of this Agreement concerning its interpretation, validity, performance, missing elements, etc. should be resolved through negotiation, taking into account national and local law of the Universities involved.

Article 16. Entry into effect, termination and amendments.

The present Agreement will take effect upon signature by the representatives of the above named parties. It shall remain valid for a period of five years upon signature.

The Universities may extend this Agreement beyond five years by mutually agreed written annex.

The terms of this Agreement may be amended or modified only by written Amendment signed by authorized agents of the parties hereto.

The termination or expiry of this Agreement does not mean ceasing of joint supervision and proceeding of dissertations of those doctoral candidates who started participation in this program prior to the date of Agreement's cancelation or expiry.

Issued in two original copies, in English.

Signed

On behalf of **Warsaw University of Technology**

Name:

Position:

Date:

Signature:

On behalf of

Name:

Position:

Date:

Signature:

* Delete as applicable.