

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

between

L'ÉCOLE DES HAUTES ÉTUDES EN SCIENCES SOCIALES

and

CHARLES UNIVERSITY

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

L'École des Hautes Études en Sciences Sociales (hereinafter called 'EHESS'), with its seat at 54 boulevard Raspail 75006 Paris - France, represented by its President, Mr. Romain Huret

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 EHESS 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 Contracting Parties 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 Student's studies with bi-national supervision of the doctoral thesis. Partner Institutions undertake to inform the student 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. Study at L'École des Hautes Études en Sciences Sociales is governed by Décret n° 85-427 du 12 avril 1985 relatif à l'École des hautes études en sciences sociales
6. Study at Charles University 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.
7. This Framework Agreement is pursuant to the Order of 25 May 2016 establishing the academic framework and terms leading to the issuance of the national doctorate degree and to the Order of August 26, 2022

Article 2: Supervision of the Doctoral Thesis

1. The Student will prepare his/her doctoral thesis under the supervision of one supervisor from EHESS and one from CU, who will jointly share responsibility for supervising the study activities under the observance of the respective regulations.
2. Both supervisors undertake to fully perform their duties towards the doctoral candidate.

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

1. The length of time of the joint supervision is 3 academic years. Extensions by amendment may be requested, provided that the supervisors agree, according to the regulations of CU and EHESS.
2. The duration of the bi-nationally supervised study must not exceed the maximum period of study of each of the Student's doctoral study programmes in accordance with the specific regulations of the Partner Institutions. A termination of the Student'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..
3. The Student will enrol in all units of study (semester or year) of the respective doctoral study programme, and will perform with all administrative procedures in both institutions until the defence of the thesis. At EHESS the student enrolls administratively each year of the thesis preparation period.

Article 4: Study Requirements

1. In all events, the agreement is tacitly renewed until the thesis has been defended, subject to annual fulfilment of study requirements.
2. The Student is obliged to fulfil the study requirements of both Partner Institutions.
3. At EHSS, the following administrative requirements are mandatory during the study or at the time of graduation: completion of the "parcours doctoral".
4. The courses and other training activities taken by the student meet the requirements of the two programs of study and are subject to the regulations in force in each institution, in accordance with the charter of the doctoral student of the EHESS.
5. The Student's timeline for the doctoral thesis preparation at EHESS must be specified in the Student's Individual Study Plan.
6. An individual supervision committee must compulsorily be set up for all doctoral students enrolled in a French institution. The individual supervision committee ensures that the doctoral course unfolds smoothly. In an annual interview with the doctoral student, it assesses his/her academic training and the progress of his/her research. It makes recommendations for subsequent doctoral studies and sends an annual report of the interview to the stakeholders involved: the doctoral school, external members, the supervisors, and the doctoral student.
7. At CU, the study is carried out according to the Individual Study Plan, in which all study requirements are specified. The student 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.

Article 5: Doctoral Thesis

1. The preparation of the thesis will be conducted in co-operation between the two Partner Institutions.
2. The thesis preparation period is divided between the two partner institutions into alternative periods in either country. The total duration cannot be less than 12 months in each institution.
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 Student with the necessary study materials and research facilities and they guarantee the same services and background as their other students of doctoral study programmes 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 agreement.
3. If the thesis is not defended at EHESS, the doctoral candidate must provide a substantial summary in French and make an oral presentation in French of the abstract.
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 Heads of the Respective Faculty or Doctoral School¹ of both Partner Institutions upon their mutual agreement.

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

6. The Examination Board consists of minimum five Members. The Supervisors may be part of the Examination Board. At least two of the Members of the Examination Board are scientific representatives external to both partner institutions.
7. The maximum number of members of the Examination Board is between five and eight.
8. The composition of the Examination Board must allow for fair gender representation.
9. The Chairman of the Examination Board will be appointed by the Heads of both Partner Institutions upon their mutual agreement. The role of Chairman is incompatible with the role of Supervisor or Reviewer.
10. Representatives of both Partner Institutions will negotiate a way to appoint of 2 Reviewers. The Chairman of the Examination Board will inform both Partner Institutions about the said appointment.
11. Both Reviewers must be part of the examination Board.
12. The two of the Reviewers have to be external.
13. The Reviewers will submit their written assessments of the thesis to both Partner Institutions. The assessment must clearly state whether the thesis is recommended for admission to the defence procedure or not.
14. Unless otherwise stated, the dates of the thesis defence will be determined by the Head of the Respective Faculty or Doctoral School of both the Partner Institutions, which will assume the responsibility for all administrative procedures relating to the defence of the doctoral thesis (as to be specified in Annex I., Art. 1.3 of this Framework Agreement). The dates of a regular defence and a resit must be published pursuant to the regulations of the Respective Faculty or Doctoral School, i.e. well in advance.
15. The Examination Board is obliged to issue the thesis defence record in two copies and signed by the Chairman of the Examination Board and at least one other Member of the Examination Board.
16. 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 or Doctoral school 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, EHESS uses a finer grade scale according to its regulations, namely, in French, AJOURNE-E ou ADMIS-E (Pass or Fail).

17. 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.

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 diplomas².
2. Both universities recognize the validity of the co-supervision arrangements implemented and that of the degree awarded.
3. EHESS will award the Student the Doctorate Diploma
4. CU will award the Student the academic title of ‘doktor’ (abbreviated as Ph.D. following the graduate’s name).
5. The university diploma/ university diplomas or diploma supplements³ 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“.⁴
7. The name of the Partner Institution is listed on the diploma supplement.

Article 9: Insurance and Responsibility for Damages

1. The Student 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 France, 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. Contracting Parties consent that for any damage or injury suffered by the student 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

² I.e. either two separate diplomas or a joint diploma according to the internal regulations of both partner institutions, pursuant to the Rector’s Measure No. 57/2017.

³ Omit which is not applicable.

⁴ Alternatively different provision that will enable listing the name of the Partner Institution on the diploma itself, according to Rector’s Measure n. 57/2017.

he/she may cause during study or research or in direct relation to it, while staying at one Partner Institution, the student 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 student'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.⁵
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 Contracting Parties involved in this Framework Agreement.
5. All sides to this Framework Agreement express consent that the dissertation thesis submitted by the student 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.

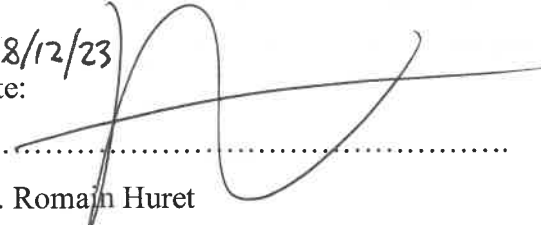
⁵ If the patenting of student's research is deemed out of the question due to the nature of his field of research, this passage can be omitted.

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 2 copies written in the English language. Each Partner Institution will receive 1 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, the dispute will be settled according to the place where it arises, i.e. by the Administrative Court of Paris if the dispute arises in France, or by the competent court in Prague if the dispute arises in the Czech Republic.


Signatures:

For L'École des Hautes Études en Sciences
Sociales

Date: 18/12/23

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Mr. Romain Huret
President



For Charles University

Date: 9/11/23

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prof. MUDr. Milena Králíčková, Ph.D.
Rector



Ass. Prof. MUDr. Jan Polák, Ph.D., MBA
Vice-Rector for the Conception and Quality of Education