

POLITECHNIKA WARSZAWSKA

Pismo okólne nr 3 /2022  
Rektora Politechniki Warszawskiej  
z dnia 28 lipca 2022 r.

w sprawie wzoru umowy indywidualnej dotyczącej 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 2022 r. poz. 574, 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 wzoru umowy indywidualnej, w brzmieniu określonym w załączniku do pisma  
okólnego.

REKTOR

prof. dr hab. inż. Krzysztof Zaremba

**INDIVIDUAL AGREEMENT FOR JOINT CONDUCT OF THE PROCEDURE FOR  
AWARDING THE DOCTORAL DEGREE**

Between

**Warsaw University of Technology**

Pl. Politechniki 1

00-661 Warsaw, Poland

Represented by:

Position:

and

.....

represented by

.....

Hereinafter referred to as the Universities.

**Article 1. Purpose of the Agreement.**

An agreement for the joint conduct of the procedure for awarding the doctoral degree of the PhD of Mr./Mrs *NAME SURNAME* ..... is established.

**Article 2. The supervisors and the thesis.**

*NAME SURNAME* .... doctoral program and research work/research work\* are supervised jointly by:

- ..... from the Warsaw University of Technology

and

- ..... from .....

The co-supervisors of the dissertation will be appointed according to the laws applicable at both Universities. They have to meet all the obligations of their institutions to function as supervisors.

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:

.....  
.....

The dissertation will be written in English.

**Article 3. Registration requirements.**

*NAME SURNAME ..... is registered to the PhD program at WUT beginning with DATE..... \**

*NAME SURNAME .... is registered to the PhD program at the University..... beginning with DATE..... \**

*The individual PhD program agreed by both Universities is included in the Appendix to this Agreement.\**

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

**Article 4. Health Insurance and Work Safety.**

The PhD candidate has a right to social insurance and a right to health insurance according to universal regulations in force in both countries.

The PhD candidate while residing in ..... should pay on his/her own for insurance covering the unfortunate results of accidents (accident insurance), and also fulfil the formalities needed in order to be admitted for free treatment.

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

The PhD candidate may be required to show proof of health insurance before assuming his/her residency at each institution in accordance with internal regulations.

**Article 5. 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 Universities.

The individual doctoral program and the mobility scheme agreed by both Universities makes an Appendix to the Agreement. The fulfilment of the program will be recognized by both sides of the Agreement.

**Article 6. Presentation and assessment of the doctoral thesis.**

The dissertation will be presented during the joint public defense before a joint committee appointed in accordance with applicable regulations of both universities. *The dissertation defense will be conducted in English at.....\**

The 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. .... of ....., ..... on the procedure for awarding doctoral degree, Law on Higher Education and Science (Dz. U. .... position ..... ) and .....

The doctoral committee consists of specialists from both Universities and includes at least 6 persons authorized to function as committee members in accordance with regulations applicable at both institutions.

Three reviewers and two co-supervisors appointed by the Polish and ..... side are the members of the doctoral committee.

The reviewers' opinion is submitted in the form of a written report. Upon reviewing the doctoral dissertation, the opinion of the supervisor(s), reviews reports with minimum two (2) being positive and the results of the doctoral examination, the PhD candidate can be permitted to the defense of the thesis.

At the Warsaw University of Technology, prior to the defense of the thesis, the PhD candidate is obliged to take a doctoral examination.

Public defense of doctoral dissertation takes place before a doctoral committee appointed by both Universities. 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 7. Accordance with law.**

The procedure for awarding the doctoral degree will take place in accordance with the law regulations obligatory for both Universities, namely: Warsaw University of Technology Senate Resolution no. .../.../... of ....., ..... on the procedure for awarding doctoral degree, Law on Higher Education and Science (Dz. U. .... position .....) 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 8. Protection of personal data.**

*The personal data of an applicant for a doctoral degree will not be transferred between the Universities.\**

*The personal data of an applicant for a doctoral degree will be transferred between the Universities under the terms and conditions set out in the Appendix to the agreement.\**

## **Article 9. 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 10. Awarding 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: ..... The diploma 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 accordance with the law regulations obligatory for both Universities according to the template specified in the Appendix to this Agreement.

## **Article 11. The communication language.**

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.

## **Article 12. Financial regulations.**

The PhD candidate shall pay the fees for the proceedings for the award of the doctoral degree in accordance with the regulations of the two Universities.

*The PhD candidate assumes expenses for his/her travel, accommodation and all living expenses caused by his/her mobility between the two institutions.\**

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

The doctoral committee members' travel and accommodation costs sharing is defined as following:

- Warsaw University of Technology covers .....

- ..... covers.....

*The other costs: ..... are covered as following:.....\**

In exceptional situations, the Parties may agree on fees not mentioned above, which will not require an annex to this Agreement.

### **Article 13. 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 14. Final provisions.**

Each side can terminate the Agreement before its expiry if it determines that the quality of the PhD candidate's research and the progress of his/her doctoral thesis are not satisfying or if there are any other significant reasons that cause the thesis completion impossible.

*The present Agreement shall be terminated if the doctoral student ..... is expelled from the doctoral programme at either institution as of the date of expulsion.\**

Any changes to the present Agreement require an annex in a written form, under pain of nullity, subject to Article 12.

### **Article 15. Terms of validity and termination.**

The present Agreement will take effect upon signature by all representatives of both parties. It is valid until the complete fulfilment of the doctoral procedure, including the issuance of the diploma.

The present Agreement has been prepared in two equivalent copies in English.

APPENDIX

1. The individual training program and mobility scheme for NAME SURNAME.....\*
2. The individual PhD program
3. Template of joint diploma.\*
4. Rules of personal data processing.\*

\* Delete as applicable.

Signed

<i>On behalf of Warsaw University of Technology</i>	<i>On behalf of .....</i>
<i>Name: .....</i>	<i>Name: .....</i>
<i>Position: .....</i>	<i>Position: .....</i>
<i>Date: .....</i>	<i>Date: .....</i>
<i>Signature: .....</i>	<i>Signature: .....</i>
<p>Approved by:</p> <p><i>Dean of the Faculty.....</i>  <i>Name....</i>  <i>Signature.....</i></p> <p><i>Director of the Doctoral School of Warsaw University of Technology*</i>  <i>Name.....</i>  <i>Signature.....</i></p>	

<p><i>Head of ..... Discipline Council..... of WUT</i></p> <p><i>Name.....</i></p> <p><i>Signature.....</i></p> <p><i>PhD candidate supervisor from the Warsaw University of Technology</i></p> <p><i>I confirm that I have been aware of these decisions</i></p> <p><i>Name.....</i></p> <p><i>Signature.....</i></p>	<p><i>PhD candidate supervisor from the .....</i></p> <p><i>I confirm that I have been aware of these decisions</i></p> <p><i>Name.....</i></p> <p><i>Signature.....</i></p>
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*PhD candidate*  
*I confirm that I have been aware of these decisions*

*Name.....*

*Signature.....*

\* Delete or modify as applicable.