



Doctoral Agreements Guidance for doctoral advisor and doctoral candidates

Effective as at **9 April 2014**, the legislator has made the conclusion of Doctoral Agreements obligatory (§ 38 (5) Landeshochschulgesetz (LHG = Law regulating universities). For reasons of legal certainty and to provide comparable general conditions for all doctoral candidates of KIT, a *Doctoral Agreement* was developed for KIT under the aegis of KIT Vice president for teaching and academic matters and the DE HAA as well as the incorporation of all KIT faculties, KHYS, representatives of the convention of the academic and scientific employees and PaKIT.

This Doctoral Agreement has to be applied in general. As KIT is legally bound by this Agreement, DE HAA should be consulted prior to important changes.

The obligation to conclude a Doctoral Agreement does not include doctoral candidates who have already been approved for a doctoral programme by a KIT faculty (also if the approval was granted after 9 April 2014). However, if a Doctoral Agreement is to be concluded at any rate with doctoral candidates who have been working on their doctoral programme under doctoral advice but have not yet been accepted by a KIT faculty, it must be considered that the general conditions for doctoral advice cannot be agreed upon retrospectively, but only for the future when determining the period of doctoral advice.

Notes:

1. To § 1: The following aspects require consideration:
 - The establishment of general conditions pertaining to the employment must not be made a component of the bilateral agreement between doctoral candidate and doctoral supervisor, **neither in the doctoral agreement nor in the annexures**. The reconciliation of the doctoral programme with the individual life situation of the doctoral candidate has to be considered when negotiating timetables in the context of the Doctoral Agreement. When concluding a Doctoral Agreement, it is

recommended to address issues of contract financing as well as questions regarding illness and holidays in case of scholarships. For the remainder, reference is made to the service agreement between the executive committee and the staff council for the execution of staff meetings.

- The Doctoral Agreement is a *contract pursuant to public law* between doctoral candidate and doctoral advisor. For this reason, only content referring to the relationship between these two parties can be made subject of this agreement. Any further regulations concerning the employment relationship or third parties, e.g. KIT, the KIT faculty or those referring to matters and/or conduct after a possible abortion of the doctoral programme, cannot be a component of the agreement.
2. To § 2: The Doctoral Agreement is concluded immediately after the doctoral advisory agreement and applies to all doctoral candidates, i.e. also for "external" doctoral candidates. External doctoral candidates are persons working on their dissertation without an employment relationship at KIT and without immediate affiliation with a professor and/or senior scientist.
Doctoral candidates intending to apply for the acceptance for a doctoral programme at another university are subject to the regulations of the other university, even if the doctoral candidate(s) and/or the doctoral advisor(s) has/have an employment relationship with KIT. In these cases, any stipulations and sample documents of the other university apply for the conclusion of a Doctoral Agreement.
 3. To §§ 5 and 6: The advisory relationship is based on mutual trust. For this reason, a protocol and reporting obligation was not incorporated in the agreement. Notes and records regarding regularly held meetings can be helpful, particularly in the event of a conflict; however, this decision rests with the parties. The arbitrators responsible for conflicts in the context of the doctoral relationship are stipulated in the "*Statutes for the appointment of arbitrators for doctoral candidates as well as doctoral advisors of the Karlsruher Institut für Technologie (KIT)*" and are published as contact persons at the homepage of KIT.
 4. To § 6 (3): Following the conclusion of the Doctoral Agreement, the doctoral committee decides on the acceptance as doctoral candidate. According to the law, this has to occur in real time. Reference is once again made explicitly to § 6 of the Doctoral Agreement.
 5. To § 11 (2) – *Termination of the Doctoral Agreement* – is specified for legal reasons and may not be altered. If conciliation cannot be achieved in case of conflicts even after the engagement of an arbitrator, the doctoral advisor is recommended to contact DE Hochschulrecht und Akademische Angelegenheiten (DE HAA) (DE University law and academic matters) prior to terminating the Doctoral Agreement.
 6. To § 11: The acceptance as doctoral candidate obligates the university to provide scientific advice. In the event of the termination of the Doctoral Agreement, the KIT faculty is therefore principally obligated to support the doctoral candidate in his/her endeavour to find a new doctoral advisor, unless the doctoral candidate is responsible for the termination.
 7. Reference is made to the "*Copyright leaflet*" as well as the "*Letter of commitment regarding confidentiality and transfer of rights*" to be issued by the doctoral candidate in advance with respect to the (further) utilisation of scientific know-how obtained at KIT. Both documents are available on

www.recht.kit.edu/171.php.

In this case, please involve DE Right (competency copyright).

Ms Birgit Pagel, DE HAA, (Tel. 0721-60842014) is the contact person for legal enquiries on the subject of Doctoral Agreements.

8. (DE HAA) aufzunehmen.
9. Zu § 11: Die Annahme als Doktorand/in verpflichtet die Hochschule zur wissenschaftlichen Betreuung. Im Falle der Auflösung der Promotionsvereinbarung ist die KIT-Fakultät daher grundsätzlich verpflichtet, den/die Doktorand/in im Bemühen, eine/n neuen Betreuer/in zu finden, zu unterstützen, es sei denn, der/die Doktorand/in hat die Auflösung zu vertreten.
10. Bezüglich der (Weiter-)Verwendung von im Rahmen der Dissertation am KIT erworbenem wissenschaftlichem Know-How wird auf das „*Merkblatt Urheberrechte*“ sowie auf die vom Doktoranden bzw. der Doktorandin ggf. im Voraus abzugebende „*Verpflichtungserklärung zur Vertraulichkeit und Rechteübertragung*“ verwiesen. Beide Dokumente finden Sie unter www.recht.kit.edu/171.php. Bitte binden Sie in diesem Fall die DE Recht (Zuständigkeit Urheberrecht) ein.

Als Ansprechpartnerin für rechtliche Rückfragen zum Thema Promotionsvereinbarung steht Frau Birgit Pagel, DE HAA, (Tel. 0721-60842014) zur Verfügung.