

CONTRACT ON DOCTORAL STUDIES MANAGED IN COOPERATION WITH THE APPLICATION SPHERE

Contracting Parties:

Masaryk University

Faculty

Headquarters: Žerotínovo nám. 9, 601 77 Brno

Company ID No.: 002 16 224

VAT Identification Number: CZ00216224

a public university pursuant to Act No. 111/1998 Coll., not registered in public register

Represented By: XXX

(**"MU F"**)

and

Company/Office/Entity

Headquarters: XXX

Company ID No.: XXX

VAT Identification Number: XXX

a company registered in the company register kept by the XXX Court, Section C, Insert XXX

Represented By: XXX

(**"Partner"**),

and

Student: XXX

First name and last name: XXX

Date of birth: XXX

Residence: XXX

Email: XXX

(**"Student"**)

Collectively also as **"Contracting Parties"**

concluded this agreement on doctoral studies managed in cooperation with the application sphere (hereinafter **"Contract"** or **"this Contract"**) pursuant to Section 1746, Paragraph 2 of Act No. 89/2012 Coll., the Civil Code.

1. Preamble

1.1 Considering that:

1.1.1 The Partner is a **company/entity/office** in the field XXX,

- 1.1.2 MU F, as a part of Masaryk University, is a leading Czech research and educational institution in the field,
- 1.1.3 The Partner sees the need for further development of human resources and education of its employees,
- 1.1.4 MU F has at its disposal significant scientific and research knowledge of the field that both Contracting Parties are involved in, while at the same time possessing qualified pedagogical staff,
- 1.1.5 The Partner is a company operating in the application sphere, and MU F is interested in cooperating with the application sphere,

the Contracting Parties enter into this Contract on Doctoral Studies Managed in Cooperation with the Application Sphere.

2. Basic Definition of Rights and Obligations of the Contracting Parties

- 2.1 The Contracting Parties commit themselves, in accordance to:
 - 2.1.1 Act No. 111/1998 Coll., On Higher Education Institutions and on Amendments and Supplements to Some Other Acts (The Higher Education Act), as amended,
 - 2.1.2 internal regulations of Masaryk University (especially the current MU Study and Examination Regulations) and MU F,
 - 2.1.3 the announced conditions for admission to doctoral degree programmes for the current period,

cooperate to carry out the doctoral studies of the Student, who **is/is not** at the same time employed by the Partner.

- 2.2 The Student was duly accepted to the doctoral degree programme **XXX, study plan XX** at MU F. Studies in the doctoral degree programme focus on scientific research and creative activities.
- 2.3 The research focus of the Student's dissertation is
 - 2.3.1 **XXX.**
 - 2.3.2 An amendment to the contract is concluded in case the research focus needs to be changed.
- 2.4 The Partner undertakes to create favorable conditions for the Student's research, teaching, studies, participation in scholarly conferences, possibility to participate in internships abroad, professional growth, participation in **possible** research and development projects, and proper fulfillment of study obligations as defined by the internal regulations of Masaryk University and MU F. The Contracting Parties undertake to cooperate with each other in pursuing the matters above.

3. Progress of Studies, Contact Persons of Contracting Parties

- 3.1 Studies in the doctoral degree programme follow an individual study plan under the guidance of a supervisor. MU F must inform the Partner if the supervisor is changed.
 - 3.1.1 The Student's supervisor is **first name, last name, degrees, contact details.**

- 3.2 The Partner undertakes to provide the Student with a consultant from the application sphere with at least a Ph.D. or education of an equivalent level together with proven experience in the field of the research topic; the consultant will be from the ranks of Partner's employees. If the consultant has to be changed, the Partner is obliged to inform MU F.
- 3.2.1 The Student's consultant is *first name, last name, degrees, contact details*.
- 3.3 The Partner undertakes to make it possible for the Student to be present at the relevant MU F workplace for the purposes of scientific research and participating in theoretical and practical teaching; the extend of these will be agreed upon by the contact persons of the Contracting Parties. Similarly, the Partner professes to make it possible for the Student to attend domestic and foreign conferences according to the supervisor's requirements.
- 3.4 The Student will be able to participate in long-term internships abroad after the contact persons of the Contracting Parties reach an agreement and in accordance to the conditions of MU and MU F.
- 3.5 Following the agreement of the contact persons of the Contracting Parties, the Partner undertakes to create suitable conditions for the Student that allow them to meet their obligations arising from doctoral studies at MU F.
- 3.6 Through the consultant's mediation, the Partner has the right to become familiar with the course of the Student' studies, the results they achieved, and their publications and other scientific research outputs (conference presentations, workshops organized, etc.).
- 3.7 Through the consultant's mediation, the Partner has the right to free consultations with the Student's supervisor in the area of the research focus of the Student's dissertation as long as the consultations are directly related to the Student's research focus.

4. Intellectual Property

- 4.1 The Contracting Parties undertake to inform each other about the facts leading to the creation of intellectual property in connection with the Student's studies.
- 4.2 The Partner acknowledges that protection and use of intellectual property are regulated by the internal regulations of MU F¹; these regulations also stipulate the rights and obligations related to the creation, notification, evidence, protection, and use of intellectual property.
- 4.3 The Partner acknowledges that the dissertation is in accordance to the law² and internal regulations of MU F³ published electronically for non-profit purposes in the MU IS archive, including the reader's reports, the record of the dissertation defence, and its result; the internal regulations of MU F stipulate the conditions for the non-publication clause for parts of the text.

¹ Zejména Směrnici MU č. 10/2013 Duševní vlastnictví na Masarykově univerzitě.

² § 47b zákona č. 111/1998 Sb., o vysokých školách a o změně a doplnění dalších zákonů (zákon o vysokých školách), ve znění pozdějších předpisů.

³ Čl. 40 Studijního a zkušebního řádu MU.

5. Duration and Termination of the Obligation Arising Under the Contract

- 5.1 This Contract is concluded for the duration of the Student's study.
- 5.2 Each of the Contracting Parties may unilaterally terminate the contract with a three-month notice period and without giving a specific reason. The notice period begins on the first day of the month following the month of the day the termination was delivered.
- 5.3 The obligation under the Contract shall terminate upon the dissolution of the Partner, including the dissolution of the Partner with a legal successor. The obligation under the Contract also terminates if proceedings under insolvency laws are commenced by or against the Partner.
- 5.4 The termination of the obligations stemming from the Contract does not affect the study status or the study obligations of the Student.

6. Final Provisions

- 6.1 The obligations under the Contract are governed by the laws of the Czech Republic.
- 6.2 The Contract shall be executed in three (3) original copies. Each Party shall receive one (1) original copy, each of which shall have the same legal effect.
- 6.3 The Contract may be amended or supplemented only by numbered amendments in ascending order and signed by all three Contracting Parties. Changing the contents of the Contract is excluded except by writing.
- 6.4 The Contract shall enter into force when signed by all Contracting Parties.
- 6.5 The consent to transferring the rights and obligations under the Contract or part thereof of a Contracting Party to a third party may be granted only in writing.
- 6.6 If any provision of the Contract shall be held or made illegal or invalid, the remainder of the Contract shall not be affected thereby. The issues considered illegal or invalid will be assessed according to the generally binding regulations which best correspond in their purposes to the subject of the illegal or invalid provision.
- 6.7 The Contracting Parties hereby declare to have read, understood, and accepted the Contract and its contents.
- 6.8 The Contracting Parties indicate that they agree with the content of the Contract of their own free will by signing it below.

For MU F:

Place: Brno

Date:

For the Partner:

Place:

Date:

Name:

Function: Dean of the Faculty

Name:

Function:

Student:

Place:

Date:

Name:

By signing, the supervisor and the consultant confirm that they have read and agree with the content of the Contract.

For MU F – supervisor

Place: Brno

Date:

For Partner – consultant:

Place:

Date:

Name:

Name:

Supplements:

1. Study schedule