

# Masaryk University Faculty of Law Directive No. 2/2024

# About the training programmes of the internationally recognised course 2024/2025

(as amended with effect from 25 April 2024)

*Pursuant to Section 28(1) of Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments and Supplements to Other Acts (Act on Higher Education Institutions), as amended (hereinafter referred to as the "Act on Higher Education Institutions"), I issue this Directive:* 

Article 1 Introductory provisions

This Directive on Education in Internationally Recognised Course Programmes (hereinafter referred to as "the Directive") implements certain provisions of the Masaryk University Lifelong Learning Regulations and applies to education in internationally recognised course programmes (hereinafter also referred to as "programmes", "education programmes") which are implemented pursuant to Act No.111/1998 Coll., on Higher Education and Amendments and Supplements to Other Acts (the Higher Education Act), as amended (hereinafter referred to as "the Act"). Unless otherwise specified, the Faculty's guidelines governing the citation of documents used in theses submitted to the Faculty of Law of Masaryk University (hereinafter referred to as "the Faculty") and the description of the relevant training programme shall also apply to the training programmes.

# Article 2 General characteristics of the training programme

- 1. The training programme is carried out in full-time, combined or distance form. Education is delivered through a combination of synchronous contact teaching and synchronous distance learning (hereinafter referred to as 'direct teaching') and selfstudy.
- 2. The total duration of training is usually 3 semesters. Direct instruction takes place in the first and second or subsequent semesters. The third semester is intended for the preparation of the final written thesis and for the preparation for the comprehensive examination; there is no direct teaching.
- 3. The teaching load of the entire programme is expressed in 60 credits, which corresponds to the standard study load.
- 4. The specific conditions of training are set out in the training contract concluded with the training applicant and the description of the relevant training programme.

#### Article 3

#### Personnel and organisational support for training programmes

- 1. Candidates are admitted to the training programme and their education is completed by the Dean in accordance with the concluded training agreement, unless otherwise specified, and the wording of this Directive.
- 2. The dean delegates methodological, conceptual and decision-making activities, including decisions on recognition of part of the education, to the coordinator for non-accredited lifelong learning. He is assisted in his activities by the Centre for Continuing Education.
- 3. The internal organisation of the programmes is ensured and the quality of the programmes is the responsibility of the programme guarantor. The programme guarantor is appointed by the Dean of the Faculty, usually from among habilitated or appointed academic staff of the Faculty, and is also dismissed by the Dean.
- 4. The internal organisation of the courses is ensured and the course guarantor is responsible for their quality. The course guarantor is appointed by the Coordinator for Non-Accredited Education on a reasoned proposal of the programme guarantor.
- 5. The preparation, organisation and provision of training in the individual training programmes is provided by the head of the Centre for Continuing Education.
- 6. The board for the comprehensive examination and the board for the defence of the final written thesis are appointed by the dean on the proposal of the coordinator for non-accredited lifelong learning.

# Article 4 Admission to the training programme

- 1. The conditions and method of admission to the relevant education programme shall be announced by the Dean together with the announcement of the description of the education programme.
- 2. The prerequisites for admission are a university degree and successful completion of the selection procedure. The description of the relevant training programme may restrict the admission requirements to graduates of a Master's degree programme in the field of law education from a Czech law school.
- 3. An applicant is admitted to a training programme if he or she has fulfilled the prerequisites for admission pursuant to paragraph 2, has been placed within the capacity of the relevant programme and has concluded a training contract.
- 4. If all the conditions under paragraph 2 are fulfilled and the training fee or the first part thereof is paid, the applicant shall become a participant in the relevant training programme (hereinafter also referred to as "participant").
- 5. Within 30 days from the date of delivery of the decision on the result of the admission procedure, the applicant may request the Dean to review the decision. The review decision is final.
- 6. Participants who are not graduates of a Master's degree program in Law Education completed at a law school are required to take basic propedeutic courses.
- 7. Training on an internationally recognised course does not confer legal status as a student on the participants.

# Article 5 **Price of** education

1. Education is provided for a fee. The amount of the fee is set by the Dean. The amount of the fee is part of the conditions of admission to the relevant programme and is

agreed in the education contract. The Dean may decide that the fee shall be paid in instalments.

- 2. The price of education includes access to the MU Information System (is.muni.cz) for introductory study materials, instruction in individual courses according to the curriculum and access to the faculty library. In addition, there is the possibility of two repeated attempts to complete each course, the possibility of one repetition of the defence of the final written thesis and one repetition of the comprehensive examination.
- 3. Items that are not included in the price of training under paragraph 2 are subject to separate payment and are part of the training contract concluded with the participant.
- 4. If the training is completed before the training programme is completed, the training price already paid will not be refunded, even pro rata.
- 5. Recognition of part of the training is not a reason to reduce the price of training.

#### Article 6 Exclusion of transfer between training programmes

It is not possible to transfer between the different education programmes implemented at the Faculty.

# Article 7 Recognition of part of education

Courses taken at another domestic or foreign university or faculty as part of previous or concurrent studies may be recognised as successfully completed courses only if their content and timeliness correspond to the content and scope of the recognised course, as well as the time allocation and form of completion.

## Article 8 Barriers to education

- 1. In cases worthy of special consideration, especially for health, social or work reasons, a participant may be allowed to participate in the training in a distance form upon his/her written request.
- 2. The participant is entitled to a waiver of attendance or in-person attendance of the instructional portion of one course, once for the entire training.
- 3. Education cannot be interrupted.

## Article 9 Participant's education-related obligations

- 1. The participant is obliged to fulfill the obligations set out in the description of the training and in the schedule given in advance, in particular:
  - a. Participate in face-to-face teaching (i.e. synchronous contact teaching and synchronous distance learning);
  - b. to obtain a positive evaluation of his/her written assignments from individual courses (according to the relevant training description);
  - c. defend the final written thesis (see Article 10, Article 11);
  - d. pass the comprehensive examination (see Article 12).
- 2. In the event that the written performance in a given course is not evaluated positively, the student has the option of two remedial attempts. If the participant does not pass the second attempt, or does not submit the written performance within the predefined deadlines, he/she is obliged to take the so-called alternative performance, i.e. the verification of knowledge in front of the expert committee, which is not part of the

training price according to Article 5(2) and shall be paid by the participant in excess of the price set.

## Article 10 Final written work

- 1. The topic of the final written thesis is submitted by the participant via the MU Information System (is.muni.cz).
- 2. The topic of the final written thesis is approved by the programme guarantor.
- 3. The minimum length of the final written thesis is 60 standard pages, the maximum length of the final written thesis is 90 standard pages.
- 4. The final written work includes an abstract and keywords in Czech and English.
- 5. The final written work is written in the written language in which the training programme is implemented. The acceptance of a thesis in another language shall be decided by the programme sponsor at the request of the participant.
- 6. The programme sponsor appoints the supervisor of the final written thesis and the opponent. In case of completely different evaluation, the supervisor may appoint a second opponent.
- 7. The supervisor of the final written thesis and the opponent prepare a written report, which includes a proposal for evaluation. The opinion of the supervisor of the final written work includes a statement as to whether or not it is plagiarism.
- 8. The programme sponsor sets the deadline for the submission of the final written thesis well in advance. Failure to submit the final written work by the deadline is considered a material breach of contract. The participant may request an alternative deadline for the submission of the final written work. The setting of an alternative deadline is not part of the price of the training under Article 5(2) and shall be paid by the participant over and above the price set.
- 9. The final written thesis is subject to the non-profit publication regime according to the MU Lifelong Learning Regulations.

## Article 11 Defence of the final written thesis

- 1. The defence of the final written thesis takes place before the final written thesis defence committee, which is composed of three members.
- 2. The Commission shall have the capacity to act if all its members are present. The Commission shall act by a majority of the votes cast.

# Article 12

#### Ensemble exam

- 1. Education in the programme is concluded with a comprehensive examination in the profiling subjects of the training programme, which the participant is obliged to pass. This examination is oral and takes place before a three-member board.
- 2. The Commission shall have the capacity to act if all its members are present. The Commission shall act by a majority of the votes cast.

## Article 13 Completion of education

1. Training is completed by meeting the requirements set out in the description of the relevant training programme and by meeting the conditions set out in the training contract.

- 2. Education in the relevant programme may be terminated by written notice from the trainee without giving reasons. The termination of education occurs on the date of delivery of the notice to the faculty.
- 3. Training may be terminated by the Dean prior to completion of the training program in the event that the participant:
  - a. Grossly disrupts the course of education by behaviour contrary to good manners;
  - b. repeatedly fails to meet the requirements set out in his/her education plan in the description of education in a proper and timely manner;
  - c. has seriously or repeatedly violated his/her obligations set out in the concluded education contract and its annexes; failure to submit the final written work by the deadline is also considered a serious violation.
  - d. is more than 10 days overdue for payment for education or any part thereof.
- 4. Termination of the Education Contract pursuant to paragraph 3 shall be in writing and shall be delivered to the Participant. The notice period shall be 30 days and shall commence on the date of delivery to the Participant. Within the notice period, the Participant may request the Dean to review the reasons for the termination. If the Dean finds the circumstances of the termination to be worthy of consideration, he/she shall decide to withdraw the termination.
- 5. Service of the written notice referred to in paragraph 2 or 3 shall be effected by the postal service provider or by means of a data mailbox.

#### Article 14 Final provisions

- 1. I hereby delegate the interpretation of this Directive to the Vice-Dean for Bachelor's and Continuing Master's Studies.
- 2. This Directive shall enter into force on the date of its publication.

In Brno, 25 April 2024

Martin Škop, v. r., Dean

Translated with DeepL-Translator