

**International Cooperative Cross-Border Interdisciplinary Doctoral Programme
in Educational & Communication Sciences**

EDUCATIONAL AGREEMENT

Provision of rights and obligations connected with doctoral studies

On behalf of the educational institutions

- **University of Ljubljana, Faculty of Education, Ljubljana, Slovenia**
- **University International Burch, Faculty of Education and Humanities, Sarajevo, Bosnia and Herzegovina**
- **University Sveučilište Sjever (UNIN), Varaždin, Croatia**
- **University of Mostar, Faculty of Social Sciences and Humanities, Mostar, Bosnia and Herzegovina**
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subsequently referred to as “partner universities”, represented by the Scientific and Academic Consortium, as well as the

- **Doctoral Centre “Doctorate Paneuropean Studies”, Campus 2, A-7000 Eisenstadt, Austria**, subsequently referred to as “Doctoral Centre”, as administrative partner.

Mrs./Mr.

subsequently referred to as “the doctoral candidate”.

1. Subject and Goal

- a. The education is based on the Agreement on the International Cooperative Cross-Border Interdisciplinary Doctoral Programme in Educational & Communication Sciences signed by the partner universities mentioned above (subsequently referred to as “Agreement”).
- b. Doctoral studies normally last a maximum of 6 (six) years.
- c. Upon successful completion of all exams and programme requirements, doctoral candidates are awarded the academic degree “Doctor of Philosophy” (abbreviated “PhD”) on behalf of all partner universities based on their respective provisions.

2. Location of Studies

- a. The concrete study location is determined by the Consortium on behalf of all partner universities. For specific purposes the location may be unilaterally changed or rescheduled.
- b. Usually, the tuition in the first year takes place in the locations of the Doctoral Centre in Eisenstadt, Austria. In the second and third year, doctoral candidates will be located at one of the partner universities, working with his/her supervisor(s) on the doctoral thesis and publishing his/her academic findings and results.
- c. Furthermore, should it not be possible/reasonable, or the attainment of educational goals require it, the conducting of individual study components as well as individual consultations, assignments or sessions may take place at a location other than the place of study.
- d. The joint doctoral programme was submitted to the Agency for Quality Assurance and Accreditation Austria (AQ Austria) in accordance with § 27 para. 1 and registered by the AQ Austria in accordance with § 27 para. 6 of the Act on Quality Assurance in Higher Education (HS-QSG). The academic degrees in this doctoral programme, jointly awarded by the participating universities are entitled to be used in accordance with § 88 para. 1 of the Austrian Universities Act 2002 (UG).

3. Basis of the Educational Agreement

- a. Tuition will take place based on the regulations for the respective doctoral programme in the countries of the partner universities.
- b. During the academic programmes, based on the curriculum and in the respective version determined by the Consortium, the partner universities are obliged to provide the doctoral candidate with university-level academic tuition, including professionally and didactically qualified teaching staff.
- c. The doctoral candidate acknowledges that adaptations to international developments as well as alterations (in the curriculum, title, etc.) may occur due to changes in the legal framework or the necessary ongoing development of the doctoral programmes. These do not affect the educational agreement or the remaining provisions.
- d. The Head of Consortium and the partner universities are responsible for all significant issues concerning teaching and learning activities.

4. University Tuition Fees

- a. The Doctoral Centre is entitled to charge tuition fees of 3,300,00 EUR (three thousand three hundred) per semester, for the whole period of study.
- b. The tuition fees can also be paid in installments, according to the payment agreement with the doctoral student.
- c. The doctoral candidate explicitly declares herself/himself willing to pay the tuition fee upon the completion of this educational agreement to the following bank:

ERSTE BANK

Doktoratszentrum DOCTORATE

IBAN: AT88 2011 1850 7306 8700

BIC: GIBAATWWXXX

- d. The Doctoral Centre is authorized to remind a doctoral candidate who has not paid his/her tuition fees to do so, granting a grace period of **one month**.

5. Didactic Aids

- a. Didactic aids and other materials such as laptops, tablets, etc. are to be procured by the doctoral candidate at her/his own expense. Additional expenses for the completion of compulsory workshops and doctoral assignments will not be incurred. Compulsory semesters of study abroad or additional offers such as workshops, seminars, scientific conferences, publications, certification, etc. may present additional expenses, which are to be paid by the doctoral candidate.
- b. Use of the library, the borrowing of materials and the use of online databases for study-related content are free of charge at the partner universities.

6. Financial Aid

- a. The doctoral candidate may be entitled to various forms of financial assistance during her/his studies such as financial aid for studies, housing, commuting, etc. The doctoral candidate is responsible for researching the possible options and shall apply for them on her/his own.
- b. In case that the doctoral candidate is required to receive confirmations for the above applications, they may be issued by the Doctoral Centre or by the respective partner university.

7. Usage Rights and Other Related Rights

- a. The doctoral candidate is responsible for obtaining thorough information regarding existing intellectual property rights of third parties. In case that she/he infringes upon third party intellectual property (trademark rights, copyrights, etc.), she/he immediately assumes responsibility for the violation(s). Should a claim resulting from the doctoral candidate's actions be raised against the partner university, it shall be completely indemnified by her/him.
- b. The right to retain and store performance evaluation information (compiled within the framework of the doctoral candidate's tuition) for future review and/or verification is transferred from the doctoral candidate to the partner university. This also includes the institutions' right to conduct electronic plagiarism assessment and pass on information to third parties for this purpose.
- c. The doctoral candidate grants the partner university all temporal, content-related and geographical usage and ancillary rights for the purpose of reporting content created within the framework of tuition (press releases, homepage, poster presentations etc.). The non-commercial right of reproduction and distribution, the public right of reproduction and distribution, the rental/lending right as well as the right to the use of the right of availability are included in the granting of rights.
- d. The transfer of these rights to the partner university takes place in adherence to moral rights (the crediting of the author as well as the exclusion of content distortion) and any other legal parameters, particularly the standards for good research and scientific practice, corresponding to The European Charter of Researchers.

8. Rights and Responsibilities of doctoral candidates

- a. The doctoral candidate has the right and the responsibility to be present for the scheduled doctoral programme courses for the duration of her/his tuition. In addition, the doctoral candidate is required to take the scheduled written assignments. This applies to scientific conferences and optional subjects as well.
- b. The doctoral candidate commits herself/himself to active participation in quality assurance measures such as course evaluations, doctoral candidate surveys, annual progress reports, informational events or acceptance surveys of all partner universities.

- c. In particular, the doctoral candidate acknowledges her/his responsibility for personal attendance, active participation in studies, adherence to assignment dates and deadlines, as well as the electronically disclosed study regulations on the internet platform.
- d. In case of illness or other circumstances influencing the studies, the doctoral candidate must immediately notify the Head of Consortium about these circumstances in writing (per letter or Email).
- e. The doctoral candidate pledges to make use of the infrastructure provided by the respective partner universities (e.g. internet access or software licenses) for study purposes only. The doctoral candidate will indemnify and hold the partner universities harmless in the case of violations stemming from misuse. Any message transmission which compromises security, violates morality, harasses other users or violates existing laws is considered misuse of the IT infrastructure. Furthermore, the doctoral candidate pledges to make use of the infrastructure provided for learning purposes only and not to add any commercial applications.
- f. The doctoral candidate pledges to return all borrowed materials and/or equipment immediately upon termination of the learning contract. In addition, the doctoral candidate promises to erase from her/his personal devices all software, documents, etc. that have a legal right of use which expires upon completion of doctoral studies.
- g. The doctoral candidate acknowledges that all university obligations towards her/him (e.g. advance payments, confirmations) must be declared in writing and sent to the respective partner university (per postal service) within six months of the educational agreement termination. After the six months deadline, the doctoral candidate forfeits any claims on the partner university.
- h. The doctoral candidate is bound to keep all programme-related information from or about classmates confidential.
- i. The doctoral candidate is required to immediately notify the Doctoral Centre and/or respective partner university any changes in name (e.g. through marriage), main residence or secondary residence and must send the changes in writing via letter or Email.
- j. The doctoral candidate confirms that she/he has read, understands and acknowledges the current and valid version of the house regulations of the respective partner university, once received.

9. Termination of the Educational Agreement

- a. The partner university has the right to immediate, premature cancellation of the educational agreement for the following reasons:
 - i. breaching of the educational agreement by the doctoral candidate.
 - ii. doctoral candidate's neglect of payment responsibilities despite being granted a grace period of one month.
 - iii. illegal behavior on the part of the doctoral candidate, particularly in connection with her/his doctoral studies.
 - iv. doctoral candidate's neglect of her/his responsibilities relating to the currently applicable doctoral study and exam regulations (in this case, termination of the educational agreement is contingent upon the decision of the partner universities).
- b. In adherence with the one-month advance notice period, the doctoral candidate has the right to terminate her/his studies at the end of a semester with reasonable justification. In such cases, the doctoral candidate shall notify the Head of Consortium in writing and include her/his reasons for termination.

- c. The educational agreement shall be automatically terminated with the successful completion of the study programme (on graduation day), through withdrawal due to lack of success (negative evaluation of the last possible exam re-sit), or with the death of the doctoral candidate.

10. Interruption of Doctoral Studies

- a. The doctoral candidate may apply for the interruption of studies up to 2 (two) semesters (Leave-of-Study) to the Head of Consortium which must include the reasons, plans for continuation and prospects of positive completion.
- b. Prior to the interruption of studies, the Head of Consortium must give her/his written consent.
- c. In such an event, all rights and responsibilities of the partner university and the doctoral candidate shall be suspended for the duration of the interruption of studies. No academic activities may be taken during this time.

11. Discontinuation of the Doctoral Programme

- a. In cases of minimal demand, the partner universities reserve the right to cancel optional subjects and elective modules or limit the number of participants attending them, but not the doctoral programme itself.
- b. In case a doctoral programme is discontinued at one of the partner universities, this partner university shall ensure that the doctoral candidate is given the opportunity to complete her/his studies within the stipulated duration of study at one of the other partner universities.
- c. The doctoral candidate acknowledges that some courses may not take place, for example, in cases of low enrollment, organizational limitations or for economic reasons. In such cases, the doctoral candidate will be promptly informed, including the possibility of enrolling in an equivalent course.

12. Distance Learning/Blended Learning

- a. The doctoral candidate confirms that she/he is conscious of and thoroughly informed about intellectual property laws and informational self-determination; likewise, the doctoral candidate agrees to comply with these laws (e.g. plagiarism, circulation of online scripts, or publication of the personal data of others).
- b. The doctoral candidate acknowledges that she/he is personally responsible for any illegal content which she/he has made available online and will indemnify and hold the respective partner university harmless in such cases. Furthermore, the doctoral candidate is not permitted to make use of the partner university's eLearning or blended learning infrastructure for commercial purposes.
- c. The doctoral candidate grants the respective partner university the right to view her/his online contributions and the right to make use of them for teaching and research purposes and prior to as well as after termination of the learning contract.

13. Electronic Information, Promotional Activities

- a. The doctoral candidate agrees that the respective partner university and its subsidiaries may send study or subsidiary-related information to her/him (e.g. the newsletter) via email or letter.
- b. The doctoral candidate concedes to the respective partner university the right to publicize and distribute original or copied recordings, images or footage for promotional purposes. The doctoral candidate will be informed in an appropriate manner and is free

to choose not to take part (e.g. class photos of the programme participants). This right is regionally, temporally and textually unlimited; it extends to domestic as well as international use and concedes to applicable rights of third parties for all promotional areas, whether in adapted or un-adapted form. The doctoral candidate waives credit and agrees that her/his name may be mentioned in connection with photos or copies, unless a written refusal of the doctoral candidate is sent to the Head of Consortium. This right remains regardless of termination of the educational agreement. A withdrawal of this consent must be sent by email to the Head of Consortium.

14. Other Provisions

- a. This educational agreement is subject to Austrian law; the place of jurisdiction is Eisenstadt, Austria.
- b. Changes or amendments to this educational agreement shall be made in writing for legal validity. This also applies to digression from the formal requirements — there are no verbal side agreements.
- c. If individual contract requirements are invalid, ineffective or incomplete, this does not apply to the remaining requirements. The contractual partners shall replace or complete invalid, ineffective or incomplete requirements by the best corresponding equivalent.
- d. This educational agreement is free of charge.
- e. The original agreement shall remain with the Head of Consortium and the doctoral candidate will be issued a duplicate. Scan copies of the signed agreement are shared via email between the Head of Consortium and the doctoral candidate.
- f. The educational agreement shall come into effect only when the entrance requirements are met and the contract is signed by the doctoral candidate, Head of Consortium and the legal representatives of the partner universities.

Eisenstadt, December 06, 2024

Doctoral Candidate:(signature)

University of Ljubljana, Faculty of Education, Ljubljana, Slovenia

University International Burch, Faculty of Education and Humanities, Sarajevo, Bosnia and Herzegovina

University Sveučilište Sjever (UNIN), Varaždin, Croatia

University of Mostar, Faculty of Economics, Mostar, Bosnia and Herzegovina

Director of Doctoral Study Programmes: