**Englischsprachiges Muster[[1]](#footnote-1) für ein Kooperationsabkommen**

**für ein internationales Kooperationsprogramm[[2]](#footnote-2) mit Doppel-oder Mehrfachabschluss**

Stand 18.06.2020; das Muster wird laufend aktualisiert

**Wofür kann das Muster genutzt werden und was ist dabei gut zu wissen?**

* Kooperationsprogramme können sehr unterschiedlich aufgebaut sein. Das vorliegende Muster ist für das Phantasiestudiengang „Triple Degree Programme “DEF” ausgestaltet. Das Muster muss stets an die individuellen Gegebenheiten des geplanten Studienprogramms (insbesondere Anzahl der Partner, rechtliche Vorgaben der Partner, Organisationsstruktur und Aufteilung der Verantwortlichkeiten, Mobilitätsstruktur, Doppel- oder Mehrfachabschluss) angepasst werden. Bitte verstehen Sie das Muster vor allem als eine Arbeitshilfe, um alle relevanten Aspekte zu berücksichtigen. Bei der Anpassung unterstützen wir Sie gerne.
* Die Regelungen im Kooperationsvertrag dürfen den ihnen übergeordneten geltenden Rechtsgrundlagen an der JGU nicht widersprechen.
* Der Anpassungsprozess in Aushandlung mit den Partnern und ihren administrativen / rechtlichen Ansprechpartnern muss häufig sowohl an der JGU als auch beim Partner mehrere Runden durchlaufen, bis alle Partner mit dem Text einverstanden sind. Bitte rechnen Sie genug Zeit dafür ein.

Soll ein Kooperationsabkommen auch dem Zweck dienen, Fördermittel zu beantragen (z.B. Deutsch-Französische Hochschule), sollten die Anforderungen des Mittelgebers berücksichtigt und das Abkommen entsprechend erweitert werden.

Erste Anlaufstelle für die Einrichtung von Kooperationsprogrammen ist die Abteilung Studium und Lehre, SL 1 (<https://sl.uni-mainz.de/sl1/>). Weitere Stellen (Stabsstelle Rechtsangelegenheiten, Abteilung Internationales, Studierendenservice sowie ggf. weitere Ansprechpartner) werden über SL 1 einbezogen. Die Stabsstelle Rechtsangelegenheiten prüft das Kooperationsabkommen final, bevor es dem Präsidenten zur Unterschrift vorgelegt wird.

**Cooperation Agreement about the establishment of the   
Triple Degree Programme “DEF“**

**between**

Johannes Gutenberg-Universität Mainz, 55099 Mainz, Germany

represented by its President, Univ.-Prof. Dr. Georg Krausch,

acting for Fachbereich X Philosophie und Philologie,

represented by its Dean Univ-.Prof. Dr. One-One

and

Université Deux

Adresse

represented by Mme Deux,

acting for Faculty of Humanities,

represented by its Dean M. Deux-Deux

and

University of Three

Adresse

represented by Mr Three ,

acting for Faculty of Sciences,

represented by its Dean Mrs Three-Three

**PREAMBLE**

*History of the partnership and the contract, mention of other/previous contracts (to generate support/funding: previous successes)*

*Parties‘ interest in the project (e.g., promoting international cooperation, creating excellent career prospects, combining the strengths of each partner, promoting reflection on intercultural and international diversity by engaging students of the Degree Programme “DEF” and other students at the respective partner universities)*

**ART. 1 OBJECTIVE OF THE COOPERATION, PARTNERS, NAME OF PROGRAMME, DEGREE**

1. Johannes Gutenberg-Universität Mainz, (Germany) (hereinafter JGU), Université Deux (Country) (hereinafter Uni Deux), and University of Three (Country) (hereinafter Uni Three) intend to establish a lasting and mutually beneficial cooperation. The aforenamed Universities (hereinafter Partners, Partner Institutions or Universities) agree to establish the Triple Degree Programme “DEF” (hereinafter Degree Programme).
2. Successful graduates of the Degree Programme

obtain the following degrees :

* JGU: “Master of Arts (M.A.)”
* Uni Deux: XX and
* University of Threee: XX

awarded by Fachbereich X of Johannes Gutenberg-Universität Mainz, X of Uni Deux and X of Uni Three.

**ART. 2 LEGAL FRAMEWORK**

1. This agreement is signed on the following basis:

JGU:

* § 2 Abs. 5, § 19 Abs. 6 and § 67 Abs. 3a of Hochschulgesetz Rheinland-Pfalz (Higher Education Act Rhineland-Palatinate) of 19. November 2010

Uni Deux

* XX

Uni Threee

* XX

The Degree Programme will be implemented in the observance of the respective national and State or Federal laws and regulations in force in partners’ institutions countries, in particular the Higher Education Acts.

1. It is agreed that the Degree Programme cannot start before it is certified or accredited at each Partner by the relevant authorities.
2. The Partners confirm to be authorized to award a degree based on a international Triple Degree Programme.

**ART. 3 DEGREE PROGRAMME STRUCTURE, DURATION**

1. Students start the Degree Programme either at JGU, Uni Deux or Uni Three (Home university). During the course of the first semester, they may apply for the participation in the Triple Degree Progamme. Selected students will spend their second semester and third semester at the partner universities. In the fourth semester, the students will choose the one of the partners to write and defend their thesis.
2. The standard Degree Programme study period is 4 semesters (2 years) full time with 30 ECTS credits per semester and 120 ECTS credits in total.

**ART. 4 PROGRAMME DIRECTORS, STEERING COMMITTEE, COORDINATOR, ADMINISTRATIVE ADVISORS**

1. Each University appoints a local Programme Director. The following persons are appointed as Programme Directors:

* JGU: Univ.-Prof. Dr. XX, X Institut
* Uni Deux:
* Uni Three:

The Programme Directors are responsible for the implementation of the cooperation agreement at their University and ensure the quality of the curriculum at their University. Each University will take care of the costs incurred by its’ curriculum (teaching, administration-related costs, travel costs, transcript issuance, degree issuance).

1. The Steering Committee is composed of the Programme Directors. It meets face-to-face at least once each year. The Steering Committee oversees all matters concerning academic content and curriculum, the implementation of the Degree Programme, the creation of an academic calendar for each year, application and admission procedures, selection of students, student progress assessments, monitoring, quality control, and dissemination of the Degree Programme according to the Agreement. Decisions by the Steering Commitee must be unanimous. However, decisions on the selection of students may be made by simple majority vote. In the event of a deadlock, the Coordinator will have the deciding vote.
2. The Steering Committee is supported by the Coordinator. Coordinator of the degree course is JGU. The Coordinator prepares and evaluates the meetings of the Steering Committee and acts on behalf of the Steering Committee in between the meetings upon consultation with the members of the Steering Committee.
3. The Programme Directors are supported in the day-to-day activities by Administrative Advisors at each University. The Administrative Advisors also are the principal contact persons for prospective and enrolled Degree Programme students, e.g. in case of student complaints.

**ART. 5 PARTICIPATING STUDENTS, STUDENT ADMINISTRATION, STUDENT STATUS**

1. Programme candidates must fulfil the following admission requirements:

* A Bachelor’s Degree or equivalent of 180 ECTS credits in Humanities. The Bachelor Degree shall contain at least 50 ECTS in the field of computer science.
* Proof of English language proficiency at the level B2 according to the Common European Framework of Reference for Languages (CEFR). The testing date may not be more than three years old at the time of application.

1. A maximum of X Students per year per Partner will be accepted.
2. The Degree Programme begins only in the winter semester.
3. Uni Deux conducts the application, administration of the selection process and the admission of prospective students in compliance with the regulations of this agreement. Applications which fulfill the admission requirements mentioned in Art. 5 clause 1 are eligible to the selection process.
4. The Steering Committee shall accept students from the pool of applicants who meet the requirements. The selection shall take place according to the following criteria:

*List of selection criteria*

1. Admitted Students shall be enrolled by Uni Deux. Uni Deux shall then transfer all relevant admission details to the Partner Institutions, observing the data protection regulations as laid down in Art.11. JGU and Uni Three will accept these students for enrollment.
2. Uni Deux shall take the lead in student administration (enrollment, leave, de-registration) and inform the Partners of any changes in the status of a student.
3. Students will be enrolled at their Home University for the entire duration of the Degree Programme. They enroll at the respective Partner University starting from the semester they take up their studies at that University and continue to be enrolled until the end of the Degree Programme. While being enrolled, Students will maintain regular student status at all Partner Institutions.

**ART. 6 ACADEMIC REGULATIONS AND EXAMINATIONS, EXAMINATION ADMINISTRATION, ACADEMIC GUIDANCE**

1. A detailed study plan is provided as Appendix I (number of semesters, name of the courses and corresponding credits).
2. The teaching language of the Degree Programme is English. Examinations will be held in English.
3. Examinations, including the master’s thesis, take place according to the regulations, policies and procedures of the Partner Institution conducting the examination.
4. Credits obtained in accordance with the study plan as described in Annex I are recognized by all Partners without further validation.
5. All Partner Institutions will use the ECTS evaluation system. Grades are converted according to the conversion table provided in Annex II. For the modules provided at the Uni Deux, an average grade weighted by credit points is calculated on the basis of the Relevé de Notes.
6. The thesis shall be written according to the examinations regulations at the respective University.
7. The defence of the master’s thesis shall be carried out according to the examination regulations of the university where the master’s thesis was written.
8. Students have successfully completed the program when they have passed the examinations to the courses laid out in Annex I as well as the master’s thesis, the poster presentation, and the thesis defence in accordance with the regulations at the respective Partner University.
9. Upon successful completion of the programme, each student will receive three Master’s Degree Certificates issued by the respective Partner Institutions. Students shall submit their examination results to the Partner institutions in the form of a transcript so that the Master’s Degree Certificates can be issued.
10. At the end of each mobility period, each student will receive a Transcript of Records including the names of the courses, final grades and the number of credits obtained. Each Partner is responsible for issuing the Transcript of Records for their mobility period.

**ART. 7 QUALITY ASSURANCE**

1. Each Partner follows its own procedures for institutional quality control to ensure the maintenance of high quality standards.
2. The partners agree upon an annual exchange meeting, organized by the coordinator, regarding the former and current state as well as the prospective development of the Degree program. Results of the national quality assurance procedures can be discussed. Degree program students and alumni are invited to contribute on a voluntary basis.
3. An annual report of the Degree Programme activities is realized by the Coordinator and transmitted to each Partner Institution. An assessment of the entire programme is realized by the Coordinator within six months prior to the end of the cooperation. Degree Programme students and alumni will be invited to contribute to the annual report and to the assessment on a voluntary basis.

**ART. 8 STUDENT SUPPORT**

1. To ensure students’ quick orientation and integration in the Programme as well as to provide detailed information about structural and examination-related requirements, the Partners shall publish a student handbook outlining the structure of the Programme in general terms and providing details about the Partner Institutions, an overview of procedures, the time table of the academic year and important deadlines at the Partner Institutions, and all regulations which shall apply to all students on the Degree Programme. Furthermore, the handbook shall provide information on the overall costs of the Degree Programme including living expenses. The handbook shall be produced jointly by the Partners but shall be published by the Coordinator. The handbook shall be supplemented by information published by each Partner for its own students, including examination procedures.
2. The Partner Institutions offer Degree Programme students advice and orientation; these services are to be specified in the student handbook and on the Degree Programme website.
3. The Degree Programme students will benefit from all the services offered by the Partner Institutions to other regular students, e.g. cafeterias, advising, language courses and computer courses.
4. The Partner Institutions will assist students to find accommodation within their means.

**ART. 9 STUDENT FINANCES, INSURANCE**

1. Tuition fees at Partner Institutions will be waived for all students participating in the Degree Programme. However, registration fees and/or semester/social fees will have to be paid if they are charged by the Partners. The following fees apply:

Uni Deux

* XX

JGU:

* For the period of studying at Johannes Gutenberg-Universität Mainz, Students usually pay the ‘Semesterbeitrag’ which covers public transport opportunities. However, this is not mandatory.
* Students who have already completed a master’s degree (or equivalent) must pay additional fees in order to study again. The fees amount to 650 EUR per semester enrolled at JGU.This is not applicable if students start the Degree Programme at the Partner Institution and enroll at JGU at a later date.

Uni Three

* XX

1. Students will be liable for all expenses (e.g. travel, accommodation, cost of living, insurances costs, textbooks) while studying at the Partner Institutions.
2. Whenever possible, the partners shall endeavor to support student mobility by means of national or European subsidies.
3. Students participating in the Degree Programme will be responsible for providing sufficient proof of insurance in order to get enrolled:

Uni Deux

* XX

For JGU:

* Students must produce adequate proof of health insurance for each semester of enrollment.
* Enrolled students have accident insurance for university-related activities, which is covered by the state Rhineland-Palatinate as long as it is not already covered by another insurance policy.

Uni Three:

* XX

**ART. 10 DATA TRANSFER, DATA PROTECTION**

The Partners agree to comply with the relevant data protection regulations (in particular EU-GDPR) while collecting, processing, transferring and storing data in connection with the Degree Programme. The Partners ensure that their employees involved in the cooperation are obliged to comply with the mentioned data protection provisions. In addition, the Partners ensure that the necessary technical and organisational requirements are met and that appropriate measures are taken to protect the data using state-of-the-art technology.

**ART. 11 PROMOTION OF THE PROGRAMME**

1. Each Partner may use the logos, names and other marks of the other Partners only in connection with the Degree Programme. Each Partner shall refer to the other Partners’ participation in press announcements, marketing and other reasonable promotional activities involving the Degree Progamme through the appropriate use of logos, names and marks of the partners. Promotion of the programme is framed by the Steering Committee, which validates the contents of any communication document, including information published on the websites of Partners.
2. The Steering Committee will make arrangements to advertise the Degree Programme through websites, brochures, flyers and by papers and advertisement. The Degree Programme will be presented at a dedicated website.

**ART. 12 DURATION AND VALIDITY OF THE AGREEMENT**

1. This Agreement becomes binding with the last Partner’s signature. It comes into effect on 1st of September 2020 (start of acacemic year at Uni Deux) and remains in effect for 5 years. Every extension or amendment to this Agreement requires written agreement and signature from the legal representatives of the Partners.
2. This agreement may be terminated at the request of one of the Partners, provided such a request is made in writing at least 12 months before termination to become effective.
3. An evaluation of this agreement will be initiated by the Steering Commitee at least 12 months prior to its expiration. The agreement is based on long-term strategic cooperation interests from the Partners. The Partners will support and work towards the renewal and extension of this agreement to ascertain the continuation of the Degree programme.

This Agreement is only in English and has been signed in triplicate by the legal representatives of the Partners. Each Partner shall receive one original copy of the Agreement.

**ART. 13, CHANGES, SEVERABILITY CLAUSE, MISCELLANEOUS**

1. Each Partner may at any time ask in writing for the revision of the agreement. All amendments and additions to this agreement, including the Appendices which shall form an integral part of this Cooperation Agreement, must be made in writing and signed by the legal representatives of the partners to be effective. The same applies to changes made to this clause. An exception applies to the grade conversion tables, which are to be updated under the responsibility of the Coordinator on a regular basis without amendment of this Cooperation Agreement. Spoken agreements are invalid and none have been made. Every amendment must be attached to the original copy of this agreement.
2. In any case, students who are already enrolled in the Degree Programme must be guaranteed enough time to finish their studies. In each individual case a period which corresponds to 1,5 times the period necessary to still complete the Degree Programme will be considered sufficient.
3. It is agreed that the Degree Programme cannot continue if a Partner does not meet the requirements of reaccreditation. In this case, the agreement shall be revised.
4. If this agreement or any part thereof is found to be illegal or unenforceable, that part will be removed and the illegality or unenforceability shall not affect the untainted parts of this agreement, which shall continue to be valid and enforceable. Notwithstanding the above, in the event of any such nullification, the Partners shall negotiate in good faith to agree on the terms of a mutually acceptable and satisfactory alternative provision to replace the nullified provision.

**ART. 14 SETTLEMENT OF DISPUTES, APPLICABLE LAW**

In case of difficulties involving the interpretation or execution of this agreement, the Partners shall attempt to resolve the dispute amicably. Recourse to a court of jurisdiction will be only a last resort, after exhausting all other possibilities. In this case, the conflict will be decided according to the laws of the defendant party.

**Signature**

**for the Cooperation Agreement about the establishment of the Triple Degree Programme “DEF“**

in its final version dated XX.XX.XXX

for and on behalf of **Johannes Gutenberg-Universität Mainz**

Date:

Signature: ………………………………………………………..

Name: Univ.-Prof. Dr. Georg Krausch

Role in the Organization: President

In consent with

Date:

Signature: ………………………………………………………..

Name: Prof. Dr. X

Role in the Organization: Dean of Fachbereich X

**Signature**

**for the Cooperation Agreement about the establishment of the Triple Degree Programme “DEF“**

in its final version dated XX.XX.XXX

for and on behalf of Université Deux

Date:

Signature: ………………………………………………………..

Name:

Role in the Organization:

**Signature**

**for the Cooperation Agreement about the establishment of the Triple Degree Programme “DEF“**

in its final version dated XX.XX.XXX

for and on behalf of **University of Three**

Date:

Signature: ………………………………………………………..

Name:

Role in the Organization:

**ANNEX I: STUDY PLAN, MODULES**

**ANNEX II GRADE CONVERSION TABLES**

**A. Process**

The creation of the grade conversion tables shall follow the process described in the ECTS Users‘ Guide. The following steps shall be taken:

1. Identification of reference groups
   1. for JGU: Students in degree programme „A“ (M.A.)
   2. for Uni Deux: Students in degree programme „B“ (M.A.)
   3. for Uni Three: Students in degree programme „C“ (M.A.).
2. Collection of the examination results of the last two years or -if data is available- a period of three years. Therefore, for each reference group separately, it is counted how often each passing grade has been awarded. For every reference group, at least 100 examination results shall be included in the calculation.
3. Calculation of grade distributions in terms of percentages of the passing grades awarded to each reference group and calculation of cumulative percentages.
4. Comparison of the reference groups. Therefore, the cumulative percentages of each passing grade awarded between each reference group shall be compared and the appropriate converted grade shall be defined; in case of overlapping percentage ranges the maximum possible grade for each percentage shall be awarded.
5. The tables shall be updated on a reasonable schedule, generally every three years. The tables below are based on grading information for the following periods:
   1. for JGU: Winter 2015/16-Summer 2017
   2. for Uni Deux: Winter 2016/17-Winter 2017/18
   3. for Uni Three: Winter 2015/16-Winter 2017/18.

**B. Grade Conversion Tables**

Grade conversion from JGU and Uni Three to the grading scale of Uni Deux:

|  |  |  |
| --- | --- | --- |
| **JGU** | **Uni Three** | **Uni Deux** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Grade conversion from JGU and Uni Deux to the grading scale of Uni Three:

|  |  |  |
| --- | --- | --- |
| **JGU** | **Uni Deux** | **Uni Three** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Grade conversionfrom Uni Deux and Uni Three to the grading scale of JGU:

|  |  |  |
| --- | --- | --- |
| **Uni Deux** | **Uni Three** | **JGU** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. Das vorliegende Muster wurde unter Verwendung von Textbausteinen, die von anderen Hochschulen verfasst wurden, erstellt. Eine zweisprachige Version französisch/deutsch ist in Vorbereitung. [↑](#footnote-ref-1)
2. Während Kooperationsprogramme auf einem ‚normalen‘ an der JGU angebotenen Studiengang basieren, sind Kooperationsstudiengänge an der JGU in einer eigenen Prüfungsordnung geregelt. Sowohl Kooperationsprogramme als auch Kooperationsstudiengänge können zu einem Doppel- oder Mehrfachabschluss führen. Internationale Kooperationsstudiengänge können auch einen Gemeinsamen Abschluss vorsehen. [↑](#footnote-ref-2)