**Cooperation agreement regarding a Double Degree Programme**

**-Template-**

As of 27.05.2022[[1]](#footnote-2). The template is regularly updated.

**What can the template[[2]](#footnote-3) be used for and what is good to know?**

* Cooperative degree programmes can have varying structures. This template has been designed for the imaginary Double Degree Programme “Master ‘XY’”, a cooperative programme **based on a “standard” programme which is already being offered at the Partner Universities**[[3]](#footnote-4).
* The template must always be adapted to fit the individual circumstances of the planned Degree Programme (especially the kind of degree course (bachelor or master), the number of Partners, legal requirements of the Partners, organizational structure and allocation of responsibilities, mobility structure, double or multiple degree). More than anything, the purpose of the template is to serve as a working aid to help you account for all the important factors. We will support you in adapting the template.
* The regulations in the cooperation agreement may not contradict higher-ranking legal framework.
* A Double Degree Programme makes only sense when you recognize the academic merits obtained at the Partner Institution within the context of the Double Degree Programme without constraint. Therefore, the quality of the Partner’s study programme and examinations (e.g. university standards on academic fraud and plagiarism) should be considered before entering a cooperation.
* While the template is being worked out cooperatively with the partners and their administrative/ legal contacts, it often has to go through multiple reading cycles before it is ready for adaption. Please plan accordingly.

If a cooperation agreement is to be used as an application for funding (i.e. German-French University), the requirements of the funding source must be taken into account and the agreement to be extended accordingly.

The first point of contact for the establishment of cooperative study programmes is the Office for Learning and Teaching, EP 1 (https://sl.uni-mainz.de/sl1/ ). Further contacts (Legal Affairs, International Office, Student Services, etc.) will be included by EP 1. Legal Affairs will evaluate the final cooperation agreement before it is given to the president for signature

**Cooperation Agreement regarding the
Double Degree Programme “XY“**

**between**

Johannes Gutenberg-Universität Mainz, 55099 Mainz, Germany

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

acting for Fachbereich X,

represented by its Dean Prof. Dr. One-One

and

Université Deux

Adress

represented by its President, Mme Deux,

acting for Faculty of Humanities,

represented by its Dean M. Deux-Deux

**PREAMBLE**

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

The Double Degree Programme XY aims at producing highly qualified professionals for the fields of X and Y by combining the special expertise of Johannes Gutenberg-Universität Mainz and University Deux in the field. The Degree Programme builds on the scientific bases of X and Y fields.

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

1. Johannes Gutenberg-Universität Mainz, (Germany) (hereinafter JGU) and Université Deux (Country) (hereinafter Uni Deux) intend to establish a lasting and mutually beneficial cooperation. The aforenamed Universities (hereinafter Partners, Partner Institutions or Universities) agree to establish the Double Degree Programme “XY” (hereinafter Degree Programme).
2. This cooperation agreement defines the aims and the contents of the Degree Programme as well as the rights and obligations of the Partners.
3. Successful graduates of the Degree Programme

obtain the following degrees :

* JGU: “Master of Arts (M.A.)” awarded by Fachbereich X of JGU
* Uni Deux: XX awarded by X of Uni Deux

**ART. 2 LEGAL FRAMEWORK**

1. This agreement is signed on the following basis:

JGU:

* § 2 Abs. 6, § 19 Abs. 5 and § 67 Abs. 4 of Hochschulgesetz Rheinland-Pfalz (Higher Education Act Rhineland-Palatinate) of 23. September 2020

Uni Deux

* 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 study programmes on which the Degree Programme is based, have to be 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 Double Degree Programme.

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

1. Students start the Degree Programme either at JGU or Uni Deux (Home university). During the course of the first semester, they may apply for the participation in the Double Degree Progamme. Selected students will spend their second semester and third semester at the Partner university. In the fourth semester, the students will choose 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.
3. The Degree Programme only begins at JGU in winter semester and at Uni Deux in X semester.

**ART. 4 MANAGEMENT OF THE DEGREE PROGRAMME, COST**

1. Each University appoints a Local Academic Coordinator. The following persons are appointed as Local Academic Coordinators:
* JGU: Prof. XX, X Institut
* Uni Deux:Prof. XX, X, Departement de…
1. The Local Academic Coordinators
* are responsible for the implementation of the cooperation agreement at her or his University,
* attend to the didactic and administrative coordination with the Partners and the creation of an academic calendar for each year,
* nominate the students for selection,
* follow the participants from his or her own University, advising them on their plan of studies and remaining in contact with them for the entire duration of the Programme,
* welcome the students of the Partners at his or her University and advise them on their studies during their stay and
* are responsible for the quality control of the Degree Programme.
1. Decisions by the Local Academic Coordinators must be unanimous.
2. The Local Academic Coordinators meet at least once each year.
3. The Local Academic Coordinators are supported in the day-to-day activities by Administrative Coordinators at each University. The Administrative Coordinators
* are the principal contact persons for prospective and enrolled Degree Programme students, e.g. in case of student complaints,
* prepare for the decisions of the Local Academic Coordinators and
* guarantee correct administrative management of the Degree Programme; this includes the process of selection and admission of students.
1. Each University will take care of the costs incurred by its’ curriculum (teaching, administration-related costs, travel costs, transcript issuance, degree issuance).

**ART. 5 STUDENT SELECTION, STUDENT ADMINISTRATION, STUDENT STATUS**

1. Degree Programme candidates must fulfil the following admission requirements:
* Students from Uni Deux, who intend to opt for the Degree Programme
	+ - 1. must be regularly enrolled in the Master Programme "XY" at Uni Deux; and
			2. must prove X language skills at level B2
* Students from JGU who intend to opt for the Degree Programme
	+ - 1. must be regularly enrolled in the Master Programme "XY" at JGU and
			2. must prove – X language skills at level B2.
1. A maximum of X Students per year per Partner will be accepted. Parity in the number of exchange students is persued.
2. Each Partner conducts the process of application and selection separately in compliance with the regulations of this agreement.
3. The Local Academic Coordinators nominate students to be accepted to the Degree Programme from the pool of applicants who meet the requirements mentioned in Art. 5 clause 1. Final selection of students is to be made by following each universities student selection process. The responsibility lies at each university.
4. The Partners are committed to selecting students wishing to participate in this double degree programme according to objective and specific criteria based on equality, merit and ability. Selection will be mainly based on

*List of selection criteria*

1. The Partners shall transfer all relevant details of the selected students to the other Partner Institution for the purpose of enrollment, observing the data protection regulations as laid down in Art.10. The Partners will accept the selected student for enrollment.
2. Students will be enrolled at their Home University for the entire duration of the Degree Programme. They enroll at Uni Deux starting from the semester they are selected, at JGU starting from the semester they take up their studies at JGU and continue to be enrolled until the end of the Degree Programme. While being enrolled, students will maintain regular student status at both Partner Institutions.

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

1. The degree requirements, the expected learning outcomes of the graduates, the mobiliy path and the modules ( name of the courses and corresponding credits) are provided as Annex I.
2. The teaching language of the Degree Programme is English. Examinations including the master’s thesis will be held in English. The Partners shall provide possibilities for students to learn the national language in elementary level free of charge.
3. During the study period, students participating in the Degree Programme will take part in the teaching activities of the Host University as they are regularly carried out. Examinations, including the master’s thesis and the thesis defence, take place according to the regulations, policies and procedures of the Partner Institution conducting the examination. The participating students will be evaluated according to the same criteria and with the same methodology regularly used at the Host University.
4. The master’s thesis is co-supervised, involving one supervisor from each Partner. The supervisors develop common evaluation criterias.
5. Credits obtained in accordance with the modalities described in Annex I are recognized by the Partners without further validation.
6. Both Partners 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.
7. Students have successfully completed the programme when they have passed the examinations to the courses laid out in Annex I as well as the master’s thesis and the thesis defence in accordance with the regulations at the respective Partner University.
8. Upon successful completion of the Degree Programme, as regulated in the respective examination regulations of both universities, students will be awarded a degree by both universities. The degree certificate of JGU will be issued in German and English, the degree certificate of Uni Deux will be issued in French and English. The Partner Institutions will supply a Diploma Supplement each to all graduating students. The Diploma Supplement must mention that the degree was awarded within a Double Degree Programme.
9. 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. Students have to submit the Transcript of Records at the Partner University.
10. If a student does not comply with the terms of this agreement, including the minimum length of the stay at the Host University and its study Programme, that student will forfeit any right to receive the Master Degree from the Host University and will be excluded from the Degree Programme, although she or he may still be eligible to obtain the Master Degree at her or his Home University.

**ART. 7 QUALITY ASSURANCE**

1. Each Partner follows its own procedures for institutional quality control to ensure the maintenance of high quality standards.
2. Example A: The Partners agree upon an annual exchange meeting, regarding the former and current state as well as the prospective development of the Degree Programme. Results of the national quality assurance procedures can be discussed. Degree Programme students and alumni are invited to contribute on a voluntary basis. The Partners collect structured student feedback and take the results into account for the further development of the Degree Programme.

Example B: With the aim of supporting the Double Degree Programme, the Partners will promote and coordinate by mutual consent the exchange of visiting professors and researchers as well as the organisation of workshop, seminars, conferences and publications on topics of common interest. The exchange and the development of the activities above mentioned will conform to the norms and procedures in force at the Partner.

Example C: The Local Academic Coordinators regularly evaluate the effectiveness of the learning programme and the results achieved by students, as well as the resources supplied by both Universities. To improve the quality of the Degree Programme, the Local Academic Coordinators could suggest modifications and propose them to the competent boards of both Universities.

**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 corresponding information on the faculty websites as well as on a jointly compiled Degree Programme website, outlining the structure of the Degree 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 joint website shall provide information on the overall costs of the Degree Programme including living expenses. The joint website shall be supplemented by local information provided by each Partner, including examination procedures. The website is hosted and maintained by JGU.
2. The Partner Institutions offer Degree Programme students advice and orientation; these services are to be specified 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.
5. It is an important concern of the Partner Institutions to ensure equal opportunities. They strive to prevent any form of discrimination and to provide adequate support to persons affected by discrimination.

**ART. 9 STUDENT FINANCES, INSURANCE**

1. Students pay regular tuition fees or registration fees at the Partner Institution which conducts the first enrollment for the Degree Programme. Tuition fees and registration fees / enrolment fees at Partner Institutions will be waived or compensated for all students participating in the Degree Programme. The students continue to pay tuition fees and registration / enrolment fees at their home university. Futhermore, 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.
* For students starting the Degree Programme at JGU: 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.
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:

For 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.

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

The Partners process personal data in accordance with the General Data Protection Regulation (EU 2016/679). If not agreed otherwise, both universities are viewed as independent data controllers as defined by the General Data Protection Regulation, Article 4. The parties to this agreement will disclose personal data of their students and staff only to an extent which is needed for implementing educational & research cooperation and mobility in the framework of cooperative and exchange agreements.

**ART. 11 PROMOTION OF THE DEGREE PROGRAMME**

1. Each Partner may use the logos, names and other marks of the other Partner 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 Partner. Both Local Academic Coordinators validate the contents of any communication document, including information published on the websites of Partners. The right to use the name and/or logo or any other identifying marks of the other University as described in sentence 1 is limited to the duration of the agreement.
2. The Local Academic Coordinators 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 academic year at Uni Deux) and remains in effect for 4 years. Every extension or amendment to this agreement requires written agreement and the 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. Any 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. An evaluation of this agreement will be initiated by the Local Academic Coordinators 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.

WET SIGNATURE: This agreement is only in English and has been signed in duplicate by the legal representatives of the Partners. Each Partner shall receive one original copy of the fully signed agreement.

ELECTRONIC SIGNATURE: This agreement is only in English and has been signed by electronic signature by the legal representatives of the Partners. Each Partner shall receive one scan of the fully signed 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 Annexes 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. Spoken agreements are invalid and none have been made. Every amendment must be attached to the original copy of this agreement.
2. By way of derogation from Nr. 1, Annex I may be adjusted with approval of the respective responsible boards or institutions of each Partner University. Annex II (grade conversion tables), is to be updated under the responsibility of the Local Academic Coordinators on a regular basis without amendment of this cooperation agreement.
3. 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.
4. 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.
5. 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 Local Academic Coordinators and academic departments shall attempt to resolve the dispute amicably. In the event of non-resolution, the first step is mediation by the Rector of JGU or her/his delegate/s and by the President of Uni Deux or her/his delegate/s . 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 regarding of the Double Degree Programme “XY“**

in its final version dated XX.XX.XXX

for and on behalf of **JGU**

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 regarding the Dougle Degree Programme “XY“**

in its final version dated XX.XX.XXX

for and on behalf of Université Deux

Date:

Signature: ………………………………………………………..

Name:

Role in the Organization: President

In consent with

Date:

Signature: ………………………………………………………..

Name: Prof. Dr. X

Role in the Organization: Dean of Fachbereich X

**ANNEX I: MODULES AND MOBILITY PATH, DEGREE REQUIREMENTS, LEARNING OUTCOMES;**

**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.)
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

**B. Grade Conversion Tables**

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

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

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

|  |  |
| --- | --- |
| **Uni Deux** | **JGU** |
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1. This version is the JGU-adapted version of the FORTHEM Template (final version, 17.2.2022) [↑](#footnote-ref-2)
2. This sample was created/ developed using textual elements written by other universities. [↑](#footnote-ref-3)
3. For cooperative Degree Programmes with jointly developed curriculum and specifically modelled examination regulations, please check the template for Joint Degree Programmes. [↑](#footnote-ref-4)