

Memorandum of Understanding concerning Joint Doctorates with University Hamburg漢堡大學博士雙聯學位備忘錄

Article 1: Joint doctoral degrees between the College of Law, National Taiwan University and the Faculty of Law, Universität Hamburg

A joint PhD qualification will be conferred upon a candidate on completion of a collaborative programme established by the partner institutions. It is characterized by:

完成合作院校所建立的共同計劃後，將授予候選人聯合博士學位。

該計劃的特點為：

- An individual candidate agreement per candidate which will respect the articles of this Memorandum of Understanding, include the personal information of the doctoral student, the names of the supervisors and the project title;

每位個別的候選人均需簽署一份個人候選人協議，以遵守本諒解備忘錄的條款，包括博士生的個人資訊、指導老師的姓名和論文題目；

- Joint supervision as per individual candidate agreement;

根據個別的候選人協議進行聯合指導；

- Meeting the academic requirements of the partner institutions;

符合兩所合作院校的學術要求；

- A joint degree awarded for a PhD thesis, conferring the right to use the respective national titles, and expressed through one joint degree certificate.

頒發一個雙聯博士學位，並授予使用各自國家相應頭銜的權利。

Article 2: Joint supervision and awarding of a doctoral degree

The partner institutions agree that they shall be jointly responsible for the supervision of the doctoral student's doctoral research and that they shall be jointly responsible for organizing the doctoral examination and the awarding of the doctoral degree.

合作院校同意共同協助博士生的研究，並共同負責組織博士學位考試和頒發博士學位。

Article 3: Enrolment and enrolment fees

The doctoral student shall (re-)enrol at each partner institution every semester or year in accordance with the regulations of each. The institution, where the PhD student is first admitted, either Universität Hamburg or National Taiwan University, will be designated as the Home University, while the other partner institution will be known as the Partner University. Tuition fees will only be payable at the Home University and in accordance with the Home University's regulations, despite that Universität Hamburg claims for Studierendenwerk Hamburg each semester a student semester contribution ("studentischer Semesterbeitrag") from each student. This is not a fee the university charges but a contribution to different institutions (counselling for students, public transportation in Hamburg etc.).

An application for reimbursement of parts of the contribution rate can be made individually by the student for those semesters off-campus.

博士生應按每學期或年度的規定在兩校(再次)註冊。原錄取學校,不論是漢堡大學還是國立臺灣大學,將被指定為主要大學,而另一個學校將被稱為合作院校。學費僅在主要大學支付,並根據主要大學的規定支付,儘管漢堡大學每學期向每位學生要求繳納學生會費(用於學生服務及設施使用等),但這不是大學收取的費用,而是向其他機構(學生輔導,漢堡公共交通等)繳納。

學生可以針對非在校期間的部分申請退費。

Article 4: Duration of the doctorate

The time period of the doctoral research, including the writing of a doctoral dissertation, shall last, in principle, not more than four years. In the event that it is necessary, the period may be extended by mutual consent, account being taken of the applicable regulations at each partner institution.

博士研究,包括博士論文的撰寫,原則上不超過四年。如有必要,於各合作院校的相關法規允許的情況下,可經雙方同意延長。

Article 5: Residence and research periods

The doctoral student shall spend research periods, either alternately or successively, at each of the partner institutions. The delineation of the research periods shall occur by mutual consent between the doctoral student and the supervisors. The supervisors shall ensure that the doctoral student spends at least two years in total conducting research at Home and Partner University. The doctoral student shall conform to the course selection guidelines and credit transfer rules at Home and Partner University.

博士研究生應輪流或連續地在兩所合作院校進行研究。研究期間的劃分應由博士生和指導教授進行協商。指導教授應確保博士生在主要大學和合作院校進行研究的總

時間至少為兩年。博士生應遵守主要大學和合作院校的課程選擇指示和學分轉移規定。

Article 6: Financial stipulations

The individual candidate agreement will include financial arrangements pertaining to but not limited to scholarships/stipends, expenses incurred by the doctoral student at each of the partner institutions in the course of his/her research, attendance costs at (inter)national conferences and workshops, as well as organizational costs of doctoral defence events. All financial aspects as well as how the costs will be shared, will be agreed upon by the supervisors at both universities before commencement of any activities.

個別的學生協議將包括財務安排，涉及但不限於獎學金/津貼、博士研究期間在兩所合作院校所產生的費用、參加(國際)會議和研討會的費用，以及博士論文口試活動的組織費用等。所有財務方面的問題以及如何分擔成本，都將由兩院校的指導教授在任何活動開始之前達成共識。

Article 7: Insurance

The doctoral student shall comply with the obligation to take the necessary steps to be covered by health insurance. By enrolling as a doctoral student at both partner institutions every year, he/she shall be in compliance with his/her physical injuries and civil liability insurance during the execution of his/her activities related to doctoral research at the partner institutions concerned.

博士生應遵守保險責任，並採取必要步驟投保健康保險。每年在兩所合作院校以博士生身分註冊，可確保其遵守於從事相關博士研究活動期間受到傷害和民事責任保險的要求。

Article 8: Doctoral dissertation

The doctoral dissertation shall be written in English, German or any other language agreed upon by National Taiwan University and Universität Hamburg as specified in the individual candidate agreement. An abstract of the dissertation in one or more languages must be provided to the responsible body as specified in the individual candidate agreement.

博士論文應該使用英文、德文或由國立臺灣大學和漢堡大學在個別候選人協議中所約定的其他語言進行撰寫。候選人須依個別協議，向負責機構提交一份使用一種或多種語言編寫的論文摘要。

Article 9: Supervisory committee and examination committee for the doctoral examination

The Supervisory Committee shall be composed by mutual consent and shall consist of members of both partner institutions, preferably in equal numbers. Members of the supervisory committee are also members of the Joint Doctoral Examination Committee, which shall meet all requirements of both partner institutions and shall be appointed in consultation between both partners. An equal representation of both partner institutions must be maintained.

督導委員會應經兩校合意成立，並應由兩所合作院校的成員組成，兩校成員比例相當為佳。督導委員會的成員也是聯合博士考試委員會的成員，該委員會應滿足兩校所有要求，並應在雙方諮詢後任命。兩所合作院校的代表地位應維持平等。

Article 10: Defence of the doctoral dissertation

Each individual candidate agreement shall mention at which university the defence of the doctoral dissertation will take place and how the costs for the defence will be covered.

A copy of the report of the examination committee shall be provided to the bodies at each of the partner institutions that are responsible for the administration related to the students concerned and their degrees as specified in the individual candidate agreement.

每份個別候選人協議都應包含博士論文之口試地點(將在哪所大學進行)，以及口試費用之支付方式。

考試委員會的報告副本應根據個別候選人協議的規定，提供給兩所合作院校的相關行政機構，以便管理相關學生和其學位。

Article 11: Assessment of the doctoral dissertation and its defence

Doctoral dissertation and defence of doctoral dissertation have to be assessed. A final grade has to be fixed. The Home University will provide an annex to the Certificate (*the evaluation-annex"), which contains an evaluation of the final grade according to the doctoral regulations of both the Home and Partner University.

博士論文和博士論文口試須經評估，並確定最終成績。主要大學將提供證書附件(評估附件)，其中包含依該校和合作大學的博士規定所給出的最終成績的評估。

Article 12: Awarding of the degree

In the event that the doctoral student passes the joint doctoral examination and on reception of the examination statement and report, both universities will issue a doctoral certificate in English, Chinese and/or German ("the Certificate"). The Certificate will state that the degree is jointly awarded.

The doctoral candidate is entitled to carry the PhD title in either its German or Taiwanese variation.

Only one doctoral title, however, is awarded to the student.

The individual candidate agreement will state that the candidate must sign a declaration that the thesis has not been submitted for a degree qualification to any other university outside of this particular agreement.

若博士生通過聯合博士考試並收到考試聲明和報告，兩所大學將頒發一份博士學位證書(按照2023年秋季進行之行政討論，傾向於各自頒發一份博士學位證書，但學位仍然是一個)，證書將以英文、中文或德文列明學位是共同授予的。

博士候選人有權使用博士頭銜，但只會被授予一個博士學位頭銜，學生可以選擇要使用德文或臺灣的形式。

各自的候選人協議將說明候選人必須簽署聲明，證明該論文沒有在此協議之外提交給任何其他大學以獲得學位。

Article 13: Doctoral regulations

By signing an individual candidate agreement, the doctoral student and the supervisors pledge to act in accordance with the doctoral regulations enforced at each of the partner institutions. The regulations of the Home University apply at the first place, as long as the major regulations of the Partner University are ensured. In the event of contradictory stipulations, the individual candidate agreement shall entail a binding provision. If the individual candidate agreement does not entail such a provision, it shall be decided by mutual consent which-regulations shall apply.

簽署個別候選人協議書，博士生和指導教授承諾遵守兩合作院校實施之博士學位規定。在不違反合作大學基本規定的前提下，主要大學規定將優先適用。如有規定相互矛盾，應以個別候選人協議書之規定為準。若個別候選人協議書未包含此類規定，則應由雙方進行協商。

Article 15: Enforcement and period of validity of the Memorandum of Understanding

The present Memorandum of Understanding shall enter into force on the date of signature of the legal representative of each institution.

The partner institutions agree that their program of jointly supervised research will be in place for an initial period of five (5) years.

This Memorandum of Understanding may only be amended by agreement in writing between the parties. Each party reserves the right to terminate this Memorandum of Understanding upon six months written notice to the other. Any students participating in the program at the time of termination will not be affected and will be allowed to complete their joint doctoral studies.

本備忘錄自兩合作院校合法代表人簽署之日起生效。合作院校雙方同意，共同指導的研究計畫將進行五(5)年。若欲修改本備忘錄，需經雙方書面同意。雙方任一方皆保留終止本備忘錄之權利，若欲終止，必須提前六個月以書面形式通知對方。任何參與該計畫的學生在終止之際將不受影響，並可繼續完成他們的雙聯博士研究。