Faculty I - Educational and Social Sciences
of the Carl von Ossietzky University of Oldenburg
from June 4th, 2024

The Faculty Council of Faculty I of the Carl von Ossietzky University of Oldenburg adopted the following amendment regulations to the doctoral regulations of Faculty I - Educational and Social Sciences in accordance with Section 44 Paragraph 1 Sentence 2 NHG on May 11th, 2022, February 15th, 2023 and May 3rd, 2023. It was approved by the Executive Board on April 30th, 2024 in accordance with Section 44 Paragraph 1 Sentence 3 NHG.

Section I

1. In § 1 (Purpose of the doctorate and doctoral achievements), the following sentence 3 is newly inserted in paragraph 2, sentence 4 is modified and a new sentence 5 is added (new developments underlined):

"1Within the framework of international doctoral programs or on the basis of a cooperation agreement with a foreign university or non-university research institution, joint doctoral procedures (bi-national doctorates) can be carried out (§7a paragraph 4). 2The same applies to cooperation with domestic universities and domestic non-university research institutions. 3Before the procedure begins, those involved should consult each other regarding the special features of a binational doctorate. 4The degree of doctor is awarded jointly by the faculty and the responsible institution of the cooperation partner, if permissible, otherwise as part of a double doctorate if the cooperation partner has the right to award doctorates; otherwise the degree is awarded by the faculty with reference to the cooperation. 5For procedures with the Rijksuniversiteit Groningen, the special regulations in Appendix 6 "Binational doctoral procedures with the Rijksuniversiteit Groningen (RUG)"

2. In § 12 (Assessment of doctoral performance, completion of the doctorate), the existing paragraph 3 is replaced by the following passage:

The doctorate is completed with the publication of the dissertation. In derogation from this, if there are special reasons, the doctoral candidate can apply for a certificate stating that the doctorate was already completed on the day of passing the disputation. Special reasons exist in particular if:

1. the doctoral candidate can prove through a publishing contract with a recognized academic publisher that the timely fulfillment of the publication obligation (§ 13) is sufficiently ensured,
2. the publication of the dissertation is demonstrably prevented by embargo periods due to existing third-party rights and the subsequent fulfillment of the publication obligation (§ 13) is ensured,
3. the fulfillment of the publication obligation (§ 13) is not possible at the time of application for other reasons for which the doctoral candidate is not responsible and there is a legitimate interest in determining the completion of the doctorate,
4. the doctoral committee decides on the application. The application can be submitted before the disputation, but the certificate will not be issued until the day the disputation is passed at the earliest. The provisional certificate must state that it does not entitle the candidate to use the doctoral title.

3. In Annex 2 to Section 14 Paragraph 2, a typo in the English (New underlined):
Dean of the Chair of the
School of Educational
and Social Sciences

4. The following point is newly added to Appendix 5 to Section 5 Paragraph 1 (New underlined):

8. Use of scientific results in the context of dissertations: The property rights to scientific findings and results obtained in the context of research projects carried out at the University of Oldenburg belong to the university. It is agreed that these findings and results can be used in the context of the dissertation, provided that the doctoral candidate has a significant share in the development of these findings and results. This also applies in the event of competing publication interests of other project participants.

5. The doctoral regulations are supplemented by an appendix 6 "Binational doctoral procedures with the Rijksuniversiteit Groningen (RUG)" with the following content:

Appendix 6
Re §1 paragraph 2

Binational doctoral procedures with the Rijksuniversiteit Groningen (RUG)

§ 1
Priority, binding nature, advice

(1) The implementation of joint binational doctoral procedures as cotutelle procedures between the Carl von Ossietzky University of Oldenburg (UOL) and the Rijksuniversiteit Groningen (RUG) is primarily governed by the following special regulations; in addition, the general regulations of the doctoral regulations apply, provided that they do not contradict them.
(2) The doctoral candidate must be informed and advised about the following special regulations before starting a binational procedure with the RUG. If the candidate agrees to the special regulations, the contract attached as Model A to this Groningen Annex will be concluded with the doctoral candidate regarding the specific binational doctoral project (“Cotutelle Agreement for the Joint Supervision leading to a Double Doctorate”), which may also contain different or additional
regulations. The conclusion of such a contract is a prerequisite for the implementation of a binational doctoral procedure with the RUG.

(3) If the candidate does not agree to the following special regulations, the doctoral project cannot be carried out as a binational procedure with the RUG, but only as a purely national doctoral procedure in accordance with the general provisions of the relevant doctoral regulations of the UOL.

§ 2
Doctoral performance

(1) The dissertation must be written in English. The exposé should be written in English, Dutch and German.

(2) Based on the scientific requirements and the need for supervision, the dissertation will be worked on alternately at both partner universities.

(3) The doctoral candidate must meet the requirements of both partner universities with regard to admission, course of study and examination results.

§ 3
Enrollment, fees, insurance

(1) The doctoral candidate should be enrolled at both partner universities in accordance with the regulations at the respective university.

(2) The UOL charges semester fees in accordance with the regulations of the Lower Saxony Higher Education Act (NHG). As far as this is legally possible, the doctoral candidate is exempted from paying tuition fees and semester fees to the RUG.

(3) The doctoral candidate must provide proof of health insurance and private liability insurance for the duration of their stay in Groningen and in Germany.

§ 4
Responsibilities, procedures

(1) The doctoral procedure is carried out in accordance with the legal regulations of both partner universities.

(2) Any costs incurred (travel costs, etc.) by the supervisors or by members of the Examining Committee will be borne by their respective appointing partner university.

(3) The results of the individual procedural steps listed below will be recorded in the RUG's PhD Project Monitoring System ("Hora Finita") and are also accessible there for the people involved on the UOL side. If information required by the UOL is not accessible in Hora Finita, the RUG (the responsible Graduate School) will inform the UOL in another way.

§ 5
Publication
The dissertation must be published in accordance with the regulations of both partner universities. The copyrights of the doctoral candidate with regard to his or her dissertation remain unaffected. The partner universities will inform the doctoral candidate of the rules of the respective partner university regarding the publication of the dissertation.

§ 6

Intellectual property

(1) All rights relating to the dissertation lie with the doctoral candidate.

(2) New knowledge and intellectual property rights (intangible property rights, in particular inventions) that arise within the framework of a joint project (foreground intellectual property rights) belong jointly to both partner universities. They will clarify the question of the application for protection rights as well as the maintenance and defense of this application and the patents granted on it as well as the associated costs and commercial exploitation in a separate written agreement.

§ 7

Supervision

(1) The doctoral candidate should be supervised jointly by a supervisor from the RUG and a supervisor from the UOL when preparing the dissertation.

(2) The supervisors regularly consult with the doctoral candidate with regard to the progress of the scientific work. Supervision is provided equally by both partner universities. The assigned supervisors take on the supervision times equally. The day-to-day supervision and scientific mentoring are the responsibility of the supervisor at the location where the dissertation is currently being worked on.

(3) The positive assessment of the dissertation by the supervisors is a prerequisite for submitting the dissertation to the Assessment Committee.

§ 8

Assessment Committee

(1) After the supervisors have given a positive assessment of the dissertation, the dissertation is sent to the Assessment Committee.

(2) The Assessment Committee consists of four people, including at least one professor from the RUG and the UOL. Only professors who have not co-authored the dissertation can be members of the Assessment Committee.

(3) The Assessment Committee is appointed by the partner universities by mutual agreement and in accordance with the applicable regulations of the respective partner university. The Doctoral Committee is responsible at the UOL.

(4) In accordance with the requirements of the UOL’s doctoral regulations, two members of the Assessment Committee are appointed as reviewers of the dissertation. The two reviewers are appointed by the UOL, the other two members of the Assessment Committee by the RUG. The reviewers each prepare an
individual report and propose a grade for the dissertation in accordance with the relevant UOL regulations.

(5) All members of the Assessment Committee give a reasoned assessment of the dissertation via Hora Finita. If both reviewers and the Assessment Committee as a whole support the admission of the dissertation, the Assessment Committee decides by formal resolution that the doctoral candidate is admitted to the disputation and the reviewers award a grade based on the reports submitted. The decision must be communicated immediately to the responsible doctoral committee of the UOL.

(6) The grades mentioned in paragraphs 4 and 5 above and Section 10 paragraph 3 refer exclusively to the award of the doctoral degree of the UOL, the legal remedies of which apply in accordance with the relevant doctoral regulations in the event of a disagreement over the grading. When the doctorate is awarded by the RUG, no grade is given unless the supervisors or members of the Assessment Committee propose awarding the distinction “cum laude” (in the Dutch legal sense); in this case, the Dutch procedure for awarding the “cum laude” distinction is followed.

(7) After a positive assessment, the Assessment Committee sends the dissertation to the joint Examining Committee (§ 9).

§ 9
Examinining Committee

(1) The partner universities set up a joint Examining Committee by mutual agreement and in accordance with the provisions of their respective doctoral regulations, which is made up of equal numbers of members from both partner universities. The relevant doctoral committee is responsible for the nomination on behalf of the UOL.

(2) The Examining Committee consists of at least five but no more than nine people:

a) University lecturers from both partner universities;
b) a maximum of two non-habilitated university members with doctorates;
c) the members of the Assessment Committee;
d) the chairperson.

§ 10
Disputation

(1) The disputation is usually held at the RUG and should comply with the RUG doctoral regulations and, as far as possible, the relevant UOL doctoral regulations.

(2) The disputation of the doctorate takes place in English in the form of a public ceremony at the RUG, which is to be transmitted virtually to the UOL in order to enable participation by the university public, and which is recognized by the UOL as a proper disputation.
Immediately after the oral examination, the Examining Committee decides in a closed session whether the oral examination has been passed. Following the disputation, the Examining Committee determines the grade for the disputation and the overall grade for the doctoral performance for the doctoral degree of the UOL in accordance with the relevant doctoral regulations of the UOL.

§ 11
Completion of the doctorate

(1) After successful completion of the doctoral procedure, the partner universities award their respective doctoral degrees in accordance with their applicable rules and regulations. The UOL awards the “Dr…… (plus subject title)” in accordance with the relevant doctoral regulations. The RUG awards the “Doctor” (English term: Doctor of Philosophy (PhD)). The doctoral title can be used either in the version awarded by the UOL or in the version awarded by the RUG. In accordance with the relevant doctoral regulations of the UOL, the German doctoral title is only awarded after the dissertation has been published.

(2) Both universities award their doctoral degrees with their own certificate (see attached samples 6B1 and 6B2 for this Groningen annex). Each university signs and seals its certificate, referring to the binational nature of the doctoral process, which leads to two doctoral degrees. The certificates make it clear that the doctoral candidate is only entitled to use either the Dutch or the German title. If one of the two universities does not award their doctoral degree, this does not prevent the other university from awarding their doctoral degree as a purely national degree.

§ 12
Scientific misconduct (deception, plagiarism)

(1) If circumstances become known during or after the end of the binational doctoral process that give rise to scientific misconduct (deception, plagiarism) or suspicion of scientific misconduct, each university decides independently whether to initiate an appropriate investigation procedure in accordance with its applicable regulations.

(2) The partner universities will inform each other about the relevant procedures in accordance with paragraph 1 and their results.

(3) The respective revocation of the doctoral degree takes place regardless of whether the doctoral degree was obtained at the partner university.

§ 13
Early termination of the binational doctoral procedure

(1) The course of the binational doctoral procedure is reviewed annually; it can be terminated by the universities involved with a 3-month notice period by terminating the joint supervision contract mentioned in § 1 paragraph 2 (see sample A) if there is an objective reason. As long as the binational doctoral procedure exists on the basis of the aforementioned contract, the universities involved will support the candidate in successfully completing the cotutelle procedure.
(2) An objective reason within the meaning of paragraph 1 above can also consist of failure of the examinations (dissertation, defense) or a dispute about the implementation of the binational doctoral procedure, including the decisions of the Examining Committee, Assessment Committee or the supervisors/assessors.

(3) The binational doctoral procedure also ends if the candidate terminates the contract referred to in Section 1, Paragraph 2 with one month's notice.

(4) If the binational doctoral procedure is terminated, the candidate is entitled to apply to continue his or her doctoral project at the UOL and to submit his or her dissertation for re-evaluation in accordance with the relevant doctoral regulations.

Anlage 6A
Zu Anlage 6

Cotutelle Agreement for the Joint Supervision leading to a Double Doctorate between

the University of Oldenburg represented by its President Prof. Dr. Ralph Bruder, Ammerländer Heerstr. 114-118, 26129 Oldenburg (Germany),

implementing entity: School of.........., represented by the Dean, Prof. Dr. ...........
- hereinafter referred to as the "UOL" -

and

the University of Groningen, Broerstraat 5, 9712 CPSL Groningen (the Netherlands), represented by President Prof. Dr. Jouke de Vries,

- hereinafter referred to as the "UG" -

hereinafter collectively referred to as "Universities"

In due observance of the following

- the Dutch Higher Education and Research Act (Wet op het hoger onderwijs en wetenschappelijk onderzoek);

- the PhD Regulations of the University of Groningen (Promotiereglement);

- the Lower Saxony Higher Education Act (Niedersächsisches Hochschulgesetz)

- the PhD regulations of the School .... (Promotionsordnung der Fakultät ....)

agree as follows:

Section 1 – Doctorates

(1) This agreement regulates the cooperation and the respective responsibilities of the Universities involved in the double doctorate of ________, born on and residing at ______.
(2) The topic of the dissertation is ______.
The dissertation will be written in English. The abstract shall be written in English, Dutch and German.

(3) The doctorate is expected to take ___ years to complete, commencing from ___. If necessary, such term can be prolonged in accordance with the rules in force at both of the institutions. The dissertation will be completed in alternating periods at the two Universities, based on scientific and supervision needs.

(4) The doctoral candidate must meet the relevant requirements of both Universities regarding admission to the doctoral programme, progress and examination.

Section 2 – Enrolment, Fees, Insurance

(1) The doctoral candidate shall enroll at both Universities in accordance with each of the University’s regulations. The enrolment is effective from ___.

(2) UOL will charge the fees and contributions stipulated in the Lower Saxony Higher Education Act (Niedersächsisches Hochschulgesetz). To the extent legally admissible the doctoral candidate will be exempt from paying fees and contributions to the UG.

(3) The doctoral candidate must prove sufficient health insurance coverage for the full period of her or his stay in the Netherlands and in Germany as well as a personal liability insurance.

Section 3 – Responsibilities

(1) The doctorate will be realized in accordance with the legal provisions of both universities.

(2) Any costs incurred (travel expenses, etc.) by the supervisor or the members of the Examination Committee shall be borne by their respective university.

(3) The results of the following procedural steps shall be documented in the PhD Project Monitoring System of the RUG (“Hora Finita”) and be accessible to the members of University of Oldenburg being duly involved in the joint supervision of this doctorate. If the information needed by UOL is not registered in Hora Finita, the Graduate School will inform UOL in a different way.

Section 4 – Publication

The thesis will be published according to the doctoral regulations of both implementing Universities. The intellectual property rights of the doctoral candidate regarding his or her dissertation shall remain unaffected by its publication. Both Universities will instruct the doctoral candidate to follow the rules of both institutions concerning the registering, the description and the reproduction of the thesis.

Section 5 – IP

(1) Any rights related to the thesis will be held by the doctoral candidate.

(2) Foreground intellectual property rights shall be the property of both Universities. The Universities shall jointly apply to obtain and/or maintain the relevant intellectual property rights and shall strive to set up appropriate agreements in order to do so.
Section 6 – Supervision (Betreuer)

(1) The doctoral candidate shall research and write the thesis under the joint supervision of the thesis supervisor at UG, ____ , and the thesis supervisor at UOL,_____.

(2) The supervisors will consult regularly on the research progress of the doctoral candidate. The supervision is equally divided between both Universities. Each University will invest 50% of the allotted time for supervision. The daily supervision and scientific mentoring resides with the supervisor located where the research work is being undertaken at that particular moment.

(3) The positive assessment of the supervisors shall be a necessary perquisite for admission to the final examination.

Section 7 – Assessment Committee

(1) After the positive assessment of the supervisors, the thesis can be submitted to the Assessment Committee.

(2) The Assessment Committee consists of four persons of which at least one professor from the UG and one professor from the UOL. Only full professors employed by a university who have not co-authored with the doctoral candidate may be members of the Assessment Committee.

(3) The Assessment Committee shall be composed by mutual consent between the Universities, in accordance with the regulations in force at the Universities.

(4) In order to meet the criteria of the doctoral regulations in force at UOL, two members of the Assessment Committee are appointed as reviewers for the thesis. These two members of the Assessment Committee will be appointed by UOL, the other two by UG. The reviewers each draw a report and propose a grade for the thesis according to the regulations of the UOL.

(5) All members of the Assessment Committee will provide a substantiated opinion of the PhD thesis in writing via Hora Finita. If both reviewers and the full Assessment Committee support the admission of the thesis, the Assessment Committee formally decides on the admission of the doctoral candidate to the defense and the reviewers decide on the grade for the thesis, based on the reports of the reviewers. The report and the decision will be communicated promptly to the doctoral committee of the … School of XX of UOL.

(6) The grades mentioned under subsections 4 and 5 above and in Section 9 subsection 3 only apply to the awarding of the degree by UOL whose appeal procedures solely apply in case of any disputes on grades. At UG no grade will be given, unless the supervisors or members of the Assessment Committee propose to award the “cum laude” distinction. Then the procedure for the awarding of the “cum laude” distinction for UG degree will be followed.

Section 8 - Examining Committee

(1) Both Universities mutually consult each other to compose a joint Examining Committee that equally represents members of both Universities, in accordance with their respective PhD regulations.

(2) After the positive assessment of the Assessment Committee, the thesis can be submitted to the joint Examining Committee.

(3) In accordance with the PhD regulations of the UG, the Examining Committee at UG shall consists of at least five persons;

- full professors, both from the UG and from UOL, and;
- a maximum of 2 University Readers/Associate Professors or Lecturers/Assistant Professors with PhDs;

- the members of the Assessment Committee;

- the chair.

Section 9 – Disputation

(1) The defense of the thesis will take place at UG in a form compatible with both PhD regulations.

(2) The thesis will be defended in English during a public ceremony at the UG to be digitally transmitted to the UOL in order to allow participation of interested university members, and which is duly recognized by the UOL.

(3) After the Examining Committee has given a favourable recommendation it will have to agree on a grade for the defence as well for an overall grade according to the regulations in force at UOL.

Section 10 – Dual Award

(1) Upon successful completion of the examination procedure, both universities will confer their doctoral degrees according to the rules and regulations in force at their institutions. UOL will award the degree of “Dr. ……”. UG will award the degree “Doctor” (translated into English as: Doctor of Philosophy (PhD)). The title may be used either in the form conferred by UG or in the form conferred by UOL. According to the regulations in force at UOL, the degree can only be awarded after the successful publication of the thesis.

(2) Both universities will award their respective degrees in two separate certificates according to Enclosures 6B1 and 6B2. Each University signs and seals its respective certificate and makes reference to the joint nature of the supervision by the Universities. leading to the two doctoral degrees. The certificates shall make clear that the doctoral candidate is entitled to use either the Dutch or the German title. A decision by one University not to award the degree does not preclude the other partner from awarding the degree as a solely national degree.

Section 11- Fraud and Plagiarism

(1) In the event that (a suspicion of) fraud or plagiarism is discovered during or after completion of the PhD trajectory, both universities can decide for themselves whether to take action and both will follow their own procedure regarding scientific integrity.

(2) The Universities will keep each other informed about the procedure on scientific integrity and its outcome.

(3) A decision by one institution to strip the doctoral candidate of the degree does not hinder the other partner from upholding its doctoral degree as a solely national degree.

Section 12 – Entry into Force, Term and Termination, Failure, Final Provisions

(1) The present agreement holds as long as necessary for the completion of the doctoral degree. The agreement may be reviewed on an annual basis by each University and may be terminated with a three months notice if good reason is found to do so. As long as the agreement is in force the Universities commit themselves to supporting the doctoral candidate in continuing the project.
(2) As a ‘good reason’ in the meaning of Subsection 1 may be seen e.g. a non-approval of the
dissertation or any other dispute arising in connection with the implementation of the
provisions or the appendices of this agreement concerning a decision by the Examining
Committee, the Assessment Committee or the supervisors,

(3) In addition, the agreement may be terminated by the initiative of the doctoral candidate or
following collegial advice from the doctoral supervisors with a one month notice.

(4) After premature discontinuation of the double doctorate the doctoral candidate may
request to proceed the doctoral research at one of the Universities and have her or his
dissertation re-evaluated in accordance with the doctoral regulations at that university.

(5) There are no oral side agreements. Any amendments or supplements to this agreement,
including the annulment of this written form clause, shall require written form.

(6) The ineffectiveness or unenforceability of one or more provisions hereunder shall not
affect the effectiveness of the remainder of the Agreement. The Universities undertake to
replace the ineffective or unenforceable provision with an effective and enforceable provision,
which comes as close as possible to the purpose of the ineffective or unenforceable provision.
The same shall apply to any gaps herein.

University of Oldenburg University of Groningen

Name of President  Name of President

Signature of President  Signature of President

Place, date  Place, date

Name of Dean  Name of Dean

Signature of Dean  Signature of Dean

Place, date  Place, date

Name of Chair of Doctorate Committee  Name of Director of Graduate School

Signature of Chair of Doctorate Committee  Signature of Director of Graduate School

Place, date  Place, date

Name of Supervisor and Advisor or Co-Advisor  Name of Supervisor and Advisor or Co-Advisor

Signature of Supervisor and Advisor or Signature of Supervisor and Advisor or Co-Advisor

Place, date  Place, date

Name of doctoral candidate  Signature of doctoral candidate

Place, date  Place, date
Anlage 6B1
Zu Anlage 6
Promotionsurkunde
Fakultät -X- Bezeichnung der Fakultät

Promotionsurkunde
Die Fakultät für [...] der Carl von Ossietzky Universität Oldenburg verleiht mit dieser Urkunde

Frau/Herrn: Vorname Nachname
geboren am ... in ... (Ort, Land),
nachdem sie/er* in einem ordnungsgemäßen binationalen Promotionsverfahren durch
ihre/seine* Dissertation mit dem Thema

"Titel"
und durch Bestehen der Disputation ihre/seine* wissenschaftliche Befähigung erwiesen hat,
den Grad einer/eines
Doktorin/Doktors der … (Fachbezeichnung)
Prädikat Dissertationsschrift: …
Note Disputation: …
Gesamturteil: …:

Die Carl von Ossietzky Universität Oldenburg und die Rijksuniversiteit Groningen haben die
Dissertation gemeinsam betreut und verleihen im Rahmen dieser Doppelpromotion zwei
Doktorgrade. Von der Rijksuniversiteit Groningen wird der Grad verliehen: „Doctor“ oder „…..“.
Es darf sowohl der niederländische als auch der deutsche Grad geführt werden, aber jeweils
nur alternativ einer von beiden.

Oldenburg, Datum
_________________________________
(Name) Dekan/in der Fakultät für ...

_________________________________
{Name)
Vorsitzende/r des Promotionsausschusses der Fakultät für ...

1 Die Struktur und Formatierung der Urkundenvorlagen in Anlage 6 weicht aufgrund der speziellen Anforderungen und
der gemeinsamen Erarbeitung der Anlage 6 mit der Rijksuniversiteit Groningen von den übrigen Urkundenvorlagen
dieser Ordnung ab.
School -X- Designation of the School

Certificate (Official Translation)

The School of … of the Carl von Ossietzky Universität Oldenburg (Germany) hereby confers on

Name
Born on ... in ... (place, country)

having presented her/his doctoral thesis entitled
"Title"
and having passed the oral examination
the Degree of

Doctor of ... (discipline....)
Doctoral thesis grade: …
Oral examination grade: …
Overall grade: …

The Carl von Ossietzky Universität Oldenburg and the Rijksuniversiteit Groningen have jointly supervised the dissertation and awarded the double doctorate. The degree awarded by the Rijksuniversiteit Groningen is: “Doctor” or “….”. Both the Dutch and German degree may be used, but only one at a time.

Oldenburg, date

Name Dean of the School of …

Name
Chair of the Doctoral Committee

1) It is hereby certified that this is an official English translation of the original German certificate.
2) Grades: magna cum laude (distinction), cum laude (credit), rite (pass)
3) Overall grades: summa cum laude (high distinction), magna cum laude (distinction), cum laude (credit), rite (pass)

Note: The English translation of the amendment to the doctoral regulations is merely a working aid; only the German version is legally valid