

Please note that the following data are required for processing your application as a doctoral candidate. They are collected by the Department of Law for administrative purposes only. For further information on privacy policy, please see the attached information sheet. **Please read the information about data protection carefully and confirm your acknowledgement with your signature.**

Advising Agreement between Doctoral Candidate and Supervisors

name, first name: _____

date of birth: _____

sex: _____

nationality: _____

field of study: _____

Please submit this agreement immediately after signing to the Doctoral Students' Office at the Department of Law! Otherwise it is not possible to apply for admission as a doctoral candidate!

Contact Doctoral Students' Office:

Jasmin Jaenisch

Department of Law

Schloss Westflügel - room W 218

68131 Mannheim

consultation hours:

by appointment

phone: +49 621 181-1311

e-mail: jaenisch@uni-mannheim.de



Advising Agreement Between Doctoral Candidate and Supervisors

The Advising Agreement¹ is intended to ensure continuous support and guidance for the doctoral candidate and his or her dissertation project. Moreover, the Advising Agreement shall put the mutual responsibilities of the supervisors (resp. advising committee) and the doctoral candidate in writing. Supervisors and doctoral candidates consider the Advising Agreement the basis of their relationship and attempt to fulfill it to the best of their abilities. The Advising Agreement does not create enforceable rights. The Advising Agreement needs to be signed before an applicant applies for admission as a doctoral candidate or before a student begins to work on a doctoral project as part of a structured doctoral program. It is to be submitted to the school/department together with the application for admission as a doctoral candidate.

School/Department of:

Chair/Department/Center:

The Agreement serves as a supplement to the **Regulations and Procedures Governing the Doctoral Dissertation** of the above mentioned school/department and, if applicable, as a supplement to the study regulations of a structured doctoral program.

Doctoral Candidate

Mr./Ms.:

E-mail²:

Supervisor

Mr./Ms.:

Further Supervisor/s (if known already)

Mr./Ms.:

Mr./Ms.:

The supervisors form the **doctoral advising committee**, if this is stipulated in the Regulations and Procedures Governing the Doctoral Dissertation or in the rules and regulations of the structured doctoral program.

A change in the composition of the advising committee (e.g. inclusion of additional supervisors) is possible but requires a modification of this Advising Agreement.

¹ The Advising Agreement is based on section 38 subsection 5 of the Act on Higher Education of the Land of Baden-Württemberg and follows the recommendations from the German Research Foundation (DFG) (DFG form 1.90 - 7/08) and on the quality assurance criteria for doctoral processes from the Ministry of Science, Research and Arts of Baden-Württemberg (MWK) published on 30 April 2013.

² Optional.



I. The Advising Agreement is made for the following dissertation project (working title):

II. Work and Time Schedule

Part of this agreement is a structured work and time schedule that is considered realistic by the supervisor for the abovenamed dissertation project. Additionally, an individual study program may be included.

As a rule, about _____ hours per week will be available for work on the dissertation project. Scope and demands of the dissertation project are designed to be finished in approximately _____ months and therefore presumably until _____ (month/year). Submission, scientific presentation and discussion of the dissertation or oral examination, respectively, are included in this schedule.

Research trips abroad, conferences, talks and publications, if they can be scheduled, are included in the work and time schedule. Moreover, deadlines for the submission of work and progress reports are included³. The supervisor and, if applicable, the structured doctoral program will strive to support adherence to the time schedule according to their possibilities. Adjustments to the time schedule need to be made by mutual consent and may not interfere with the rules for the extensions of deadlines stipulated in the Regulations and Procedures Governing the Doctoral Dissertation. Individual life events (such as pregnancy, parenting, illnesses or caring for a relative etc.) will be taken into consideration in the context of compatibility of family life and research (cf. VIII).

Upon submission of the dissertation, doctoral candidates and supervisors shall agree on the process and the duration of the correction and assessment of the dissertation in accordance with the Regulations and Procedures Governing the Doctoral Dissertation.

III. Responsibilities of the Doctoral Advising Committee and the Doctoral Candidate

The supervisor shall support the doctoral candidate in achieving his or her research goals during the agreed advising period. He or she shall meet with the candidate regularly every 4–8 weeks to discuss the progress of the dissertation project in detail.

Moreover, the supervisor and, if applicable, the members of the advising committee

- support the doctoral candidate with subject-specific advice,
- provide the doctoral candidate with the necessary feedback and evaluations within a reasonable period of time so that the doctoral candidate does not suffer any disadvantage by unduly long delays,
- discuss the dissertation project among each other and
- support the scientific autonomy of the doctoral candidate.

The doctoral candidate strives to the best of his or her abilities to finish his or her dissertation project successfully according to the attached work and time schedule. He or she regularly reports on methodology, form, content and possible problematic parts of the dissertation. Both parties are responsible to ensure that the Advising Agreement and its attachments remain up-to-date and will be adjusted if need be.

³ Adequate vacation periods shall be included in the time schedule. (The minimum number of leave days under the Federal Leave Act is 24 weekdays per year. Weekdays are calendar days that are not Sundays or statutory holidays.)



IV. Financing

Both parties agree on the financial budget for the duration of the doctoral process, which covers the costs of living of the doctoral candidate as well as the costs of further education, conferences and research trips.

V. Adherence to Proper Scientific Conduct

The doctoral candidate and the supervisors commit themselves to adhere to the principles of proper scientific conduct as they are defined for the University of Mannheim.⁴ Consequently, both parties are obliged to observe copyright and authorship rights regarding their respective texts or findings, particularly in case of joint publications.

Joint articles of the doctoral candidate and the supervisor/s intended for publication and based on the dissertation - in contrast to the dissertation - need to show a substantial contribution from the supervisor, in case the relevant parts of the dissertation have not yet been marked as joint work.

VI. Mediation in case of Conflicts

In case of conflicts between doctoral candidate and supervisor the parties may consult the ombudsmen and women for doctoral candidates and supervisors who were appointed according to the general statutes of the University of Mannheim of 8 March 2012. The ombudsmen and women are independent mediators.

VII. Termination of the Advising Agreement

The Advising Agreement may be terminated by the doctoral candidate or the supervisor taking into account the respective Regulations and Procedures Governing the Doctoral Dissertation. In case of termination, all parties strive to reach consensual, practical solutions, if need be, with the support from the ombudsmen and women. This Advising Agreement terminates automatically after the completion of the oral defense of the dissertation or the completion of the oral examination, respectively.

VIII. Reconciliation of Family and Research

The University of Mannheim strongly supports the reconciliation of family life and research activities. Purpose-built measures of support can be agreed upon and will be put in writing if need be. The directives of the respective funding institution and the employer need to be taken into account.

IX. Individual Agreements

Individual agreements between doctoral candidate and supervisor/s may be attached to the Advising Agreement (Individual Agreements Form). Such agreements may be, for example, individual regulations regarding the integration of so-called external doctoral candidates in the university or in existing research groups. By mutual consent, individual agreements may be added to the Advising Agreement after it has been signed. The Advising Agreement enters into force as soon as it has been signed.

⁴ <https://www.uni-mannheim.de/en/research/good-research-practice/>



Date, Signature (Doctoral Candidate)

Date, Signature (Supervisor)

Date, Signature (Further Supervisor)

Attachments

☐ work and time schedule from

☐ individual agreement according
to No. IX from _____
(date)

Date, Signature (Further Supervisor)



Attachment:

Individual Agreements Form

Doctoral candidate:

Supervisor:

Supervisor (if known already)

Supervisor (if known already)

According to no. IX of the Advising Agreement from _____ (date) the following additional agreement is being made:

Date, Signature (Doctoral Candidate)

Date, Signature (Supervisor)

Date, Signature (Further Supervisor)

Date, Signature (Further Supervisor)

Information on Data Protection

1. Responsible Entity and Data Protection Officer

University of Mannheim
L1, 1

68131 Mannheim

Phone: +49 (0) 621/181-1001

E-mail: rektor@uni-mannheim.de

Website: <https://www.uni-mannheim.de>

Data Protection Officer

L1, 1, room 327

68161 Mannheim

Phone: +49 (0) 621 181 -1126

E-mail: datenschutzbeauftragte@uni-mannheim.de

2. Legal Basis and Purpose of Data Processing

The data to be provided on the cover page of the Advising Agreement are required for your first registration at the university according to section 38 subsection 5 sentence 4 of the Act on Higher Education of the Land of Baden-Württemberg (LHG). The legal basis for data processing is art. 6 subsection 1 letter e in conjunction with subsection 3 General Data Protection Regulation (GDPR) in conjunction with section 38 subsection 5 sentence 4 LHG.

The data provided in the Advising Agreement are required in order to conclude the agreement, which then constitutes a contract under public law. The legal basis for data processing is art. 6 subsection 1 letter e in conjunction with subsection 3 GDPR in conjunction with section 38 subsection 5 sentence 3 LHG.

All mandatory data are an essential part of the application for admission as a doctoral candidate at the Department of Law. If you do not provide all mandatory data, your application cannot be approved.

Data that are not mandatory are marked as “optional”.

The legal basis for processing of data marked “optional” is art. 6 subsection 1 letter a GDPR.

You can withdraw your consent to data processing at any time. The withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal. Not filling in fields marked “optional” and therefore not giving consent to processing this data will not have any negative consequences for you.

3. Recipients of Personal Data

- Transfer of data within the university: Division I (Research Services, Controlling), Division II (Student Affairs, only if you enroll).
- Transfer of data to third parties: If permitted by law, personal data may be transferred to third parties, in particular to other universities, statutory health insurance providers and institutions tasked with matters regarding federal student aid (BAföG).

4. Duration of Storage

As a rule, all data are stored until disenrollment or until you have completed the examination process and deleted afterwards. This does not apply to data that are blocked after disenrollment or after completion of the examination process and stored for 40 years according to section 12 of the University Privacy Policy Act (HSchulDSV).

5. Your Rights

- You have the right to obtain information about your personal data stored by the University of Mannheim according to art. 15 GDPR and the right to have false data rectified according to art. 16 GDPR.
- You have the right to erasure according to art. 17 GDPR, to restriction of processing (art. 18 GDPR) and the right to object processing (art. 21 GDPR), provided this is not prohibited by any legal regulations.
- In case of data marked “optional”, you can withdraw your consent to data processing at any time. The withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.
- If you would like to exercise those rights, please contact the Dean's Office of the Department of Law: Schloss Westflügel – room W 218, 68161 Mannheim, phone: +49 (0) 621 181-1317, e-mail: dekanat@jura.uni-mannheim.de.
- Furthermore, you have the right to lodge a complaint with the supervisory authority if you are of the opinion that the processing of your personal data is not in compliance with data protection regulations (art. 77 GDPR).

The supervisory authority responsible is the commissioner for data protection and freedom of information of Baden-Württemberg (Landesbeauftragte für den Datenschutz und die Informationsfreiheit Baden-Württemberg).

6. Information on Your Right to Object According to Art. 21 Subsection 1 GDPR

On grounds relating to your particular situation, you have the right to object to the processing of your personal data according to art. 6 subsection 1 letter e GDPR (data processing in the public interest) at any time.

I have taken note of the Information on Data Protection.

place, date

signature applicant