

Medizinische Fakultät Charité – Universitätsmedizin Berlin

Campus Virchow-Klinikum

Promotionsbüro

Augustenburger Platz 1

13353 Berlin

Obligatory Application for a Thesis and Thesis Agreement

(on the basis of the Thesis Regulation dated 2012-12-03)

The framework doctoral dissertation conditions for drawing up a thesis are laid down in the present Thesis Agreement. Under the current thesis regulation, conclusion of the agreement is a formal condition for starting the doctoral project.

The object of the thesis is to obtain the following doctoral degree (please tick the applicable box):

	Dr. med. Dr. med. dent.	Dr. rer. medic.	Dr. rer. cur.	Dr. PH	PhD, MD/PhD	
Publication dissertation						For these degrees, the Doctoral Candidate needs to be accepted for, and participate in, a doctoral course recognised by the Faculty (for details go to http://promotion.charite.de)
Monograph						
Monographs for these degrees require a separate approval from the Thesis Commission before starting work on the dissertation (for details go to http://promotion.charite.de)						

If applicable (for PhD, MD/PhD, Dr. PH):

Name of the structured course:

- The thesis project starts on _____ (date)
- The dissertation will be written in the following language (please tick applicable box(es)):

German English Native language of the Doctoral Candidate is English

Hereby the following persons

Surname: _____ First name: _____
(hereinafter called Doctoral Candidate)
Born on: _____ in: _____
Postal address: _____
Zip code, city: _____ Street: _____
e-mail: _____
Telephone (optional): _____
Cell phone (optional): _____
and

Surname: _____ First name: _____ Academ. degree: _____
(hereinafter called First Supervisor)
e-mail: _____
Telephone (optional): _____
Cell phone (optional): _____

and, if applicable, (e.g. within the framework of a structured doctoral course)

Surname: _____ First name: _____ Academ. degree: _____
(hereinafter called Second Supervisor)
e-mail: _____
Telephone (optional): _____
Cell phone (optional): _____

- Upon being granted the authorisation to teach, this person shall become the First Supervisor with all rights and obligations (please tick).
- Upon departure of the First Supervisor, this person shall become the First Supervisor, with all rights and obligations, provided that he/she has the authorisation to teach (please tick).
- Assumes direct supervision (please tick).

and if applicable (e.g., within the framework of a structured doctoral course)

Surname: _____ First name: _____ Academ. degree: _____
(hereinafter called Third Supervisor)
e-mail: _____
Telephone (optional): _____
Cell phone (optional): _____

set the following framework conditions for drawing up a doctoral dissertation at the institute/clinic

(Institute/clinic, name of campus, stamp of the institution, if applicable)

• The following factors might impair the process of researching the theme to an extent that cannot be estimated with certainty at this point in time:

1. _____
2. _____
3. _____

The following periods of attendance will probably be necessary

It is assumed that the work will be completed within three years. If it is not possible to complete the work within this period, the reasons should be discussed and recorded.

B. The First Supervisor

• He/She is at least a Privatdozent (private lecturer) or a junior research group leader as in the Emmy Noether Programme of DFG.

• He/She sees to it that the Doctoral Candidate is familiarised with the work and that the doctoral dissertation can be completed in an expeditious manner.

• He/She sees to it that the wherewithal (resources, financing) to carry out the work is provided for.

• He/She sees to it that the required approvals have been granted or applied for.

• He/She undertakes to comply with the principles of the Charité - Universitätsmedizin Berlin to safeguard good scientific practice and to comply with the general data privacy provisions. (a relevant memorandum is available at: <http://promotion.charite.de>).

• He/She, along with other supervisors, plans the work in such a way that results suitable for publication can be achieved. The objective is to have at least one paper published in a peer-reviewed journal. Guidelines of the ICMJE (International Committee of Medical Journal Editors; www.icmje.org) on the authorship of the Doctoral Candidate are to be applied in the event of publication.

• The following methods required for researching the theme have already been tried and established in the laboratory or working group of the First Supervisor:

1. _____
2. _____
3. _____

• The following methods required for researching the theme have yet to be tried and established for the doctoral dissertation in the laboratory or working group of the First Supervisor:

1.

2.

• He/She undertakes to ensure that the supervision continues in the event of his/her departure from the Charité. This can be done personally or by transferring the task to the Second or Third Supervisor or to another suitable person. This must be reported to the Thesis Office in writing unless such a transfer to the Second Supervisor is already provided for in the Thesis Agreement.

• He/She undertakes to ensure that the access to the primary data of the thesis project remains possible over a period of 10 years and remains so in the event of his/her departure from the Charité. (Please note that the Charité reserves the right to perform good scientific practice sample tests on the primary data).

• He/She undertakes to propose independent and neutral reviewers for the thesis reviewing process and to refrain from any communication that might impair the independence and neutrality of the reviewers.

C. The Doctoral Candidate

• He/She undertakes to comply with the principles of the Charité - Universitätsmedizin Berlin to safeguard good scientific practice and to comply with the general provisions on data privacy. (A relevant memorandum is available at <http://promotion.charite.de>). Guidelines of the ICMJE (International Committee of Medical Journal Editors; www.icmje.org) on the authorship of the Doctoral Candidate are to be applied in the event of publication.

• He/She is aware that using the services of a commercial thesis adviser and/or ghost writer will result in the immediate termination of the thesis project and/or in the retroactive withdrawal of the academic degree.

• He/She undertakes to participate actively in courses, further education programmes and events within the framework of his/her doctoral course (PhD, Dr. PH) and/or in the post-graduate environment of Charité - Universitätsmedizin Berlin (for all other doctoral degrees) and to keep a record of such participation.

• He/She is aware that the study records and all research results shall remain the property of the Clinic/ Institute.

• He/She undertakes to expeditiously work on the theme of the thesis within the specified time frame and not to cede the data obtained to third parties or to publish them arbitrarily circumventing the First Supervisor.

- He/She undertakes to report on the progress of the work at regular intervals, also in the form of internal and external presentations – especially within the framework of PhD courses of study.
- He/She, in consultation with the First Supervisor and in dependence on the type of thesis, undertakes to work with determination towards publishing at least one paper in a peer-reviewed journal as the first author or co-author.
- He/She undertakes to keep the First Supervisor and the Thesis Office informed about his/her current postal address and availability (e-mail, telephone).
- If he/she wants to let his/her doctoral candidature rest for more than one year, he/she must promptly inform the First Supervisor about this, make the data obtained to date available to the First Supervisor and lay down a plan, in writing with the Supervisor, for the further course of action.
- He/She undertakes to ensure that the access to the primary data of the thesis project remains possible over a period of 10 years and remains so in the event of his/her departure from the Charité. (Please note that the Charité reserves the right to perform good scientific practice sample tests on the primary data).

D. Collaboration

- The First Supervisor sees to it that the Doctoral Candidate is thoroughly familiarised with the subject and all methods and techniques required for researching the subject. Moreover, the First Supervisor sees to it that the Doctoral Candidate is given sufficient guidance if new methods are established.
- The Doctoral Candidate and the First Supervisor shall then meet at regular intervals to discuss the progress made in pursuing the thesis project and any problems encountered in the process (please tick the applicable box):

First Supervisor <input type="checkbox"/> once a week <input type="checkbox"/> twice a month <input type="checkbox"/> once a month <input type="checkbox"/> _____ (other interval)	Second Supervisor (if applicable) <input type="checkbox"/> once a week <input type="checkbox"/> twice a month <input type="checkbox"/> once a month <input type="checkbox"/> _____ (other interval)	Third Supervisor (if applicable) <input type="checkbox"/> once a week <input type="checkbox"/> twice a month <input type="checkbox"/> once a month <input type="checkbox"/> _____ (other interval)
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The Doctoral Candidate shall draw up a brief report on the meeting, which shall be confirmed by the First Supervisor, and put in his/her file.

- The Doctoral Candidate and the Supervisor undertake not to manipulate the data under any circumstances and to interpret them – in difficult cases by a biometrician – only following a correct biometric check.

- If it is determined in the course of the doctoral project that, through no fault of the Doctoral Candidate, the theme cannot be researched in the form originally planned, the First Supervisor shall promptly inform the Doctoral Candidate of this and offer her/him an alternative to ensure that not too much time is lost.
- The *Principles of the Medical Faculty of the Charité for ensuring good scientific practice* shall apply as the basis for complying with the rules of good scientific practice. This includes the Doctoral Candidate's consulting with the First Supervisor or other confidants in cases of doubt.

E. Complementary training programme

(Applicable only to structured doctoral courses of study)

- The Doctoral Candidate undertakes to participate in the complementary training programme of the doctoral course listed under A. The Doctoral Candidate and her/his Supervisor jointly agree which events of the dedicated and of the overarching qualification programme are to be attended and fix this in a work schedule. The Regulation on the Doctoral Course of Study regulates the Doctoral Candidate's workload.
- In the course of the doctoral project, the Doctoral Candidate shall conduct independent scientific activities (e.g., take part in a conference, submit an article to a periodical, organise a conference, placement, hold a class, etc.). A record of these activities shall be held in the work schedule. The Supervisors undertake explicitly to support the Doctoral Candidate in these activities.
- The Doctoral Candidate may complete part of the training programme abroad (e.g., go abroad to conduct research or to take part in an international conference).
- The First Supervisor undertakes to take on regular teaching assignments (seminars and colloquies) concerning substance and methods within the framework of technical study and training offerings of the doctoral course.

F. Publication of results

- In the case of publications relating to the work, the First Supervisor undertakes to name the Doctoral Candidate as an author. The Vancouver Statements (see full text at: <http://www.icmje.org/>) apply to the naming of authors and the order in which they appear in publications.

G. Measures in case of conflict

- If conflicts relating to the thesis project should arise between the Doctoral Candidate and the Supervisor, which cannot be resolved internally or within the framework of the doctoral course, the case can be brought to the Thesis Commission. If necessary, the Commission will, at its discretion, call in the ombudsperson of the Charité - Universitätsmedizin Berlin. According to the *Principles of the Medical Faculty of the Charité for ensuring good scientific practice* the Doctoral Candidate may also call in the ombudsperson of the Charité - Universitätsmedizin Berlin independently.

- If the First Supervisor no longer wishes to supervise the thesis project, the reasons must be put down in writing and the Thesis Commission informed. It must be stated in the letter whether there is a point in continuing the project under another supervisor and whether the relevant data are available.

H. Termination

- If for private or professional reasons the Doctoral Candidate no longer wishes to pursue her/his thesis project, he/she shall promptly inform the First Supervisor and hand over to him/her the research data obtained up to that point. Upon consultation with the Doctoral Candidate, the Supervisor is free to use the data according to his/her discretion, but in the publication, he/she shall recognise the Doctoral Candidate's contribution according to the amount of work done up to that point in the form of an acknowledgement or co-authorship.
- In the event of termination of the thesis project within the framework of a structured doctoral course, the written reasons of the Doctoral Candidate and of the Supervisor shall be forwarded to the office of the structured doctoral course.
- In the case of termination of the thesis project, the Thesis Office shall be informed of this and of the reasons for the termination in writing.

I. Concluding remarks

- All parties agree that no legal claim to a successful thesis or to employment can be derived from the present Agreement.
- Any and all changes to the Agreement shall be made in writing by the Doctoral Candidate and the Supervisors.
- All signatories have each received a transcript of the present Thesis Agreement.
- The original of this Thesis Agreement shall be filed in the Thesis Office.
- If applicable, a transcript of the present Thesis Agreement shall be filed in the office of the structured doctoral course.
- Severability clause: Should individual provisions of this Agreement be invalid or impracticable or should they become invalid or impracticable following the conclusion of the Agreement, this shall not affect the effectiveness of the remainder of the Agreement. The invalid or impracticable provision shall be replaced by the effective and practicable provision that comes closest to the purpose of the invalid or impracticable provision intended by the parties to the Agreement. The provisions above shall apply accordingly in the event that the Agreement proves to be incomplete.

Signatures

 Place, date

 Doctoral Candidate

Stamp of the First
Supervisor's
institution

 First Supervisor

 Second Supervisor (if applicable)

 Third Supervisor (if applicable)

Declaration of Data Protection of the Doctoral Candidate

- I herewith - as Doctoral Candidate - declare that I approve of the acquisition, storage and utilisation of all personal and technical data necessary for the thesis procedure (name, surname, birthdate and –place, postal adress, email, date and place of university diploma, nationality, date of boards).
- I herewith - as Doctoral Candidate - declare that I approve of the acquisition, storage and utilisation of all personal and technical data necessary for the Certified-Science-Training of the Charité -Universitätsmedizin Berlin (name, surname, birthdate, postal adress, email).

 Place, date

 Doctoral Candidate

The following documents are to be attached:

- Medical or dental examination certificate, a master's degree certificate or the equivalent thereof (a copy is sufficient) or
 - Certificate of enrolment in a medical or dental course of study at the Charité
- Certificates acquired abroad must first be checked for equivalence to a comparable certificate from a German university by *Zentralstelle für ausländisches Bildungswesen in Bonn*. Please enclose the notification from that office. For more information, please go to:

http://promotion.charite.de/promotion/betreuer/anerkennung_auslaendischer_hochschulabschluesse/

Certificates checked for validity for doctoral candidature:

Stamp of the Thesis Office

 Signature of the Clerk for Thesis Affairs

The present Thesis Agreement contains parts of a bill drawn up under the responsibility of Dr. Felicitas Witte (Via medici), Prof. Ursus-N. Riede (University of Freiburg), Prof. Martin Werner (University of Freiburg). It was adopted by the Council of the Medical Faculty of the Charité - Universitätsmedizin Berlin in 2011.

Annex to doctoral process agreement

Declaration of data privacy and confidentiality obligation

Having accepted the subject for the doctoral process at Charité - Universitätsmedizin Berlin, the student must comply with special obligations insofar as patient data are collected and/or evaluated. In particular, this includes compliance with his/her duty to maintain secrecy and confidentiality of all documents relating to patients.

- If during the doctoral process it becomes necessary to view patients' records/data, the student must obtain written permission from the management of the medical facility.
- Any copies/records of patients' documents are subject to strict anonymisation.
- In no case may patients' medical records be taken outside of the facility, printouts, photocopies made photographs taken, or copies made or stored in cloud.
- Patients' data may not be accessed via VDI using a VPN connection.
- Compliance with operating procedures for information security and data privacy of Charité Hospital is obligatory.

Today, my mentor informed me comprehensively that I am bound by § 203 Strafgesetzbuch (Criminal Code-- StGB) to maintain confidentiality.

Section 203 - Violation of private secrets

(1) Whosoever unlawfully discloses a secret of another, in particular, a secret which belongs to the sphere of personal privacy or a business or trade secret, which was confided to or otherwise made known to him in his capacity as a

1. physician, dentist, veterinarian, pharmacist or member of another healthcare profession which requires state-regulated education for engaging in the profession or to use the professional title;

2. professional psychologist with a final scientific examination recognized by the State;

3. attorney, patent attorney, notary, defence counsel in statutorily regulated proceedings, certified public accountant, sworn auditor, tax consultant, tax agent, or organ or member of an organ of a law, patent law, accounting, auditing or tax consulting firm in the form of a company;

4. marriage, family, education or youth counsellor as well as addiction counsellor at a counselling agency which is recognised by a public authority or body, institution or foundation under public law;

- 4a. member or agent of a counselling agency recognised under section 3 and section 8 of the Act on Pregnancies in Conflict Situations;

5. a state-recognised social worker or state-recognised social education worker; or

6. member of a private health, accident or life insurance company or a private medical, tax consultant or attorney invoicing service,

shall be liable to imprisonment not exceeding one year or a fine.

(2) Whosoever unlawfully discloses a secret of another, in particular, a secret which belongs to the sphere of personal privacy or a business or trade secret, which was confided to or otherwise made known to him in his capacity as a

1. public official;

2. person entrusted with special public service functions;

3. person who exercises duties or powers under the law on staff employment representation;

4. member of an investigative committee working for a legislative body of the Federation or a state, another committee or council which is not itself part of the legislative body, or as an assistant for such a committee or council;

5. publicly appointed expert who is formally obliged by law to conscientiously fulfil his duties, or

6. person who is formally obliged by law to conscientiously fulfil his duty of confidentiality in the course of scientific research projects, shall incur the same penalty. Particular statements about personal or material relationships of another which have been collected for public administration purposes shall be deemed to be equivalent to a secret within the meaning of the 1st sentence above; the 1st sentence above shall not apply to the extent that such particular statements are made known to other public authorities or other agencies for public administration purposes unless the law forbids it.

(2a) Subsections (1) and (2) above shall apply mutatis mutandis when a data protection officer without authorisation discloses the secret of another within the meaning of these provisions, which was entrusted to or otherwise revealed to one of the persons named in subsections (1) or (2) above in their professional capacity and of which he has gained knowledge in the course of the fulfilment of his duties as data protection officer.

(3) Other members of a bar association shall be deemed to be equivalent to an attorney named in subsection (1) No 3 above. The persons named in subsection (1) and the 1st sentence above shall be equivalent to their professionally active assistants and those persons who work with them in training for the exercise of their profession. After the death of the person obliged to keep the secret, whosoever acquired the secret from the deceased or from his estate shall be equivalent to the persons named in subsection (1) and in the 1st and 2nd sentences above.

(4) Subsections (1) to (3) above shall also apply if the offender unlawfully discloses the secret of another person after the death of that person.

(5) If the offender acts for material gain or with the intent of enriching himself or another or of harming another the penalty shall be imprisonment not exceeding two years or a fine.

The law text has been shown and explained to me.

I am bound to keep all proceedings confidential. This obligation applies vis-à-vis all persons not employed at Charité - Universitätsmedizin Berlin, patients' relatives and members of my family.

I am cognizant of the fact that the confidentiality obligation remains fully in effect for an unlimited period even after the doctoral process agreement ends.

I have been advised that a violation of the confidentiality obligation may result in the breaking off of the doctoral process and give grounds for criminal proceedings.

I undertake to act in compliance with this advice. I expressly declare that I understand the advice and that I have no further questions.

Place, Date

Signature of the Doctoral Candidate

Declaration on citing

I am aware that I must have written the entire text of my dissertation text myself. Exceptions are texts taken from other publications, which I must clearly mark and whose origin I must cite.

Instructions on correct citing:

A citation that refers in the text to the bibliography, e.g., with parentheses and a number or with the first author's name and year [examples (29) or (Müller 2015)] must make it possible to find and read the original text cited.

Citations more than a sentence long must be appropriately marked. Three examples of how this can be done:

- 1 by using italics
- 2 by indenting the text in question
- 3 by formulations such as: „As Müller et al. found“, followed by the text cited, ending with a reference to the bibliography, e.g., (Müller 2015) or (29).

Instructions on citing manuals:

- Internet addresses (of the manufacturer) are listed at which the manuals were available at the time of the project.
- The date and time of the last access are noted.

Example: http://www.medtronicretiree.com/wcm/groups/mdtcom_sg/@emanuals/@era/@crdm/documents/documents/wcm_prod081165.pdf, (last access: 29.Sep. 2016, 12:09 hours)

I have taken note of the necessity of correct citing.

Place, Date

Signature of the Doctoral Candidate