

**Masaryk University Faculty of Law Directive No. 3/2022**

**About training in internationally recognised course programmes**

*(as amended with effect from 1 July 2023)*

*Pursuant to Section 28(1) of Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments and Supplements to Other Acts (Act on Higher Education Institutions), as amended (hereinafter referred to as the "Act on Higher Education Institutions"), I issue this Directive:*

Article 1

**Introductory provisions**

This Directive on Education in Internationally Recognized Course Programmes (hereinafter referred to as the "Directive") implements certain provisions of the Masaryk University Lifelong Learning Regulations and applies to education in internationally recognized course programmes (hereinafter also referred to as "programmes", "education programmes") that are implemented pursuant to Section 60a of Act No. 111/1998 Coll., on Higher Education and Amendments and Additions to Other Acts (Act on Higher Education), as amended (hereinafter referred to as the "Act"). Unless otherwise specified, the Study and Examination Regulations of Masaryk University, the Faculty's guidelines governing the citation of documents used in theses submitted to the Faculty of Law of Masaryk University (hereinafter referred to as "the Faculty") and the description of the relevant education programme shall apply to education in internationally recognised course programmes.

Article 2

**General characteristics of the training programme**

1. The training programme is carried out in full-time, combined or distance form. Education is delivered through a combination of synchronous contact teaching and synchronous distance learning (hereinafter referred to as 'direct teaching') and self-study.
2. The total duration of training is usually 3 semesters. Direct instruction takes place in the first and second or subsequent semesters. The last semester is intended for the final written thesis and for preparation for the comprehensive examination; there is no direct teaching.
3. The teaching load is expressed in credits, which correspond to the planned standard study load.
4. The specific conditions of training are set out in the description of the relevant training programme.

Article 3

**Personnel and organisational support for training programmes**

1. Candidates are admitted to the education programme and their education is completed by the Dean, unless otherwise specified.
2. The dean delegates methodological, conceptual and decision-making activities, including decisions on recognition of part of the education, to the coordinator for non-

accredited lifelong learning. He is assisted in his activities by the Centre for Continuing Education.

3. The internal organisation of the programmes is ensured and the quality of the programmes is the responsibility of the programme guarantor. The programme guarantor is appointed by the Dean of the Faculty, usually from among habilitated or appointed academic staff of the Faculty, and is also dismissed by the Dean.
4. The internal organisation of the courses is ensured and the course guarantor is responsible for their quality. The course guarantor is appointed by the Coordinator for Non-Accredited Education on a reasoned proposal from the programme guarantor.
5. The preparation, organisation and provision of training in the individual training programmes is provided by the head of the Centre for Continuing Education.
6. The board for the comprehensive examination and the board for the defence of the final written thesis are appointed by the dean on the proposal of the coordinator for non-accredited lifelong learning.

#### Article 4

##### **Admission to the training programme**

1. The conditions and method of admission to the relevant education programme shall be announced by the Dean together with the announcement of the description of the education programme.
2. The prerequisites for admission are a university degree and successful completion of the selection procedure. The description of the relevant training programme may limit the admission requirements to graduates of a Master's degree programme in Law from a Czech law school.
3. An applicant is admitted to a training programme if he or she has fulfilled the prerequisites for admission pursuant to paragraph (2), has been placed within the capacity of the relevant programme and has entered into a training contract.
4. If all the conditions under paragraph (2) are met and the training price or the first part thereof is paid, the applicant becomes a participant in the relevant training programme (hereinafter also referred to as "participant", "trainee").
5. Within 30 days from the date of delivery of the decision on the result of the admission procedure, the applicant may request the Dean to review the decision. The review decision is final. The Admission Procedure Rules for Admission to Bachelor's, Master's and Doctoral Degree Programmes do not apply to the admission procedure.
6. Participants who are not graduates of a Master's degree program in Law completed at a law school are required to take basic propedeutic courses.
7. Education in an internationally recognised course does not confer on participants the legal status of a student under the Act (Section 60a(3) of the Act).

#### Article 5

##### **Price of education**

1. Education is provided for a fee. The amount of the fee is set by the Dean and is part of the conditions of admission to the relevant programme. The Dean may decide that the fee shall be paid in instalments.
2. The price of the training includes access to the information system is.muni.cz for introductory study materials, teaching in individual courses according to the training plan and access to the faculty library. In addition, there is the possibility of two repeated attempts to complete each course, the possibility of one repetition of the defence of the final written thesis and one repetition of the comprehensive examination.
3. Items that are not part of the price of education under paragraph (2) are subject to separate payment and are listed in Annex 1 "Fee Schedule for Fees Associated with Educational Exceptionalities".

4. If the training is completed before the training programme is completed, the training price already paid will not be refunded, even pro rata.
5. Recognition of part of the training is not a reason to reduce the price of training.

#### Article 6

#### **Exclusion of transfer between training programmes**

It is not possible to transfer between individual education programmes under Section 60a of the Act and between individual education programmes under Section 60a and Section 60 of the Act implemented at the Faculty.

#### Article 7

#### **Recognition of part of education**

Courses taken at another domestic or foreign university or faculty as part of previous or concurrent studies may be recognised as successfully completed courses only if their content and timeliness correspond to the content and scope of the recognised course, as well as the time allocation and form of completion.

#### Article 8

#### **Barriers to education**

1. In cases worthy of special consideration, especially for health, social or employment reasons, a trainee may be allowed to participate in training at a distance on the basis of a written request.
2. The trainee is entitled to a waiver of attendance or attendance in person for the instructional portion of one course, once for the entire training.
3. Education cannot be interrupted.

#### Article 9

#### **Participant's education-related obligations**

1. The participant is obliged to fulfill the obligations set out in the description of the training and in the schedule given in advance, in particular:
  - a. Participate in face-to-face teaching (i.e. synchronous contact teaching and synchronous distance learning);
  - b. to obtain a positive evaluation of his/her written assignments from individual courses (according to the relevant training description);
  - c. defend the written thesis (see Article 11, Article 12);
  - d. pass the comprehensive examination (see Article 13).
2. In the event that the written performance in a given course is not evaluated positively, the student has the option of two remedial attempts. If the trainee does not pass the second attempt or does not submit the written performance within the predefined deadlines, he/she is obliged to take the so-called alternative performance, i.e. a test of knowledge in front of an expert committee, which is not part of the training price according to Article 5 (2).

#### Article 10

#### **Enrolment in the semester**

1. The condition for enrolment in the following semester is fulfilled by a participant who has fulfilled all the obligations set out in the description of the relevant training programme for the previous semester.
2. The participant is not entitled to enrol in the following semester if he/she has exceeded the period of training.

Article 11  
**Written final thesis**

1. The topic of the written final thesis is submitted by the participant through the Masaryk University Information System.
2. The topic of the written thesis is approved by the programme guarantor.
3. The minimum length of the written thesis is 60 standard pages, the maximum length of the written thesis is 90 standard pages.
4. The written thesis includes an abstract and keywords in Czech and English.
5. The written final thesis is written in the written language in which the educational programme is implemented. The acceptance of a thesis in another language shall be decided by the programme sponsor at the request of the trainee.
6. The programme sponsor appoints the supervisor of the written thesis and the opponent. In case of completely different evaluation, the supervisor may appoint a second opponent.
7. The supervisor of the written final thesis and the opponent prepare a written report, which includes a proposal for evaluation. The opinion of the supervisor of the written thesis shall include a statement as to whether or not the thesis is plagiarised.
8. The programme sponsor sets the deadline for the submission of the thesis well in advance. Failure to submit the written thesis by the deadline is considered a material breach of contract. The participant may request an alternative deadline for the submission of the thesis. The setting of an alternative deadline is not part of the price of the training according to Article 5 (2).

Article 12  
**Defence of written final thesis**

1. The defence of the final written thesis takes place before the final written thesis defence committee, which is composed of three members.
2. The Commission shall have the capacity to act if all its members are present. The Commission shall act by a majority of the votes cast.

Article 13  
**Ensemble exam**

1. Education in the programme is concluded with a comprehensive examination in the profiling subjects of the training programme, which the participant is obliged to pass. This examination is oral and takes place before a three-member board.
2. The Commission shall have the capacity to act if all its members are present. The Commission shall act by a majority of the votes cast.

Article 14  
**Completion of education**

1. The training is completed by fulfilling the requirements set out in the description of the relevant training programme and by fulfilling the conditions set out in the contract for the implementation of the training programme.
2. Training in the relevant programme may also be terminated by written notice from the trainee. The termination of education takes place on the date of delivery of the notice to the Faculty of Law of Masaryk University.
3. Education may also be terminated by the dean prior to completion of the education program if:
  - a. the learner has seriously or repeatedly violated his or her obligations under this Directive, the description of the relevant education programme, the Masaryk University Lifelong Learning Regulations or the MU Study and Examination Regulations,

- b. the trainee or training client is more than 10 days late in paying the training programme price or part thereof,
  - c. the trainee has grossly disrupted the course of education by behaviour contrary to good manners,
  - d. the trainee has seriously or repeatedly violated his or her obligations under the training programme contract.
  - e. the training period exceeded the total training period in the programme.
4. The decision to terminate training under paragraph (3) shall be in writing and shall be delivered to the trainee. The trainee may request a review of the decision by the dean within 30 days of the date of delivery of the decision to terminate training. The review decision shall be final.
  5. Service of a written notice under paragraph (2) or a decision to terminate education under paragraph (3) shall be made by a postal service provider or by means of a data mailbox.

Article 15  
**Final provisions**

1. I hereby delegate the interpretation of this Directive to the Vice-Dean for Bachelor's and Continuing Master's Studies.
2. This Directive shall enter into force on the date of its publication.

In Brno, 30 June 2023

Martin Škop, v. r.,  
Dean

## **Annex 1**

"Tariff of fees associated with educational emergencies".

Fees associated with extraordinary events in the course of education are set as follows (amounts are exclusive of VAT at the current rate):

1. setting an alternative deadline for the submission of the final thesis: 10 000 CZK
2. the second repetition of the defence of the final written thesis: 4 000 CZK
3. second repetition of the defence of the final written thesis including new opinions: 7 000 CZK
4. consultation for the second repetition of the final written thesis: 1 200 CZK/hour
5. the second repetition of the comprehensive examination: 4 000 CZK
6. termination of the course by substitute performance: 7 000 CZK
7. permission to extend the period of education for each additional semester of education CZK 10,000

Translated with DeepL/Translator.