

AGREEMENT FOR A JOINT DOCTORAL DEGREE PROGRAM

BETWEEN **THE PARTNERUNI A**
Located in Location, Country
("PartnerUniA")

AND **THE PARTNERUNI B**
As represented by the Faculty of XXXX
Located in Location, Country
("PartnerUniB")

WHEREAS:

- A. The parties to this Agreement have entered into a memorandum of understanding ("MoU") that contemplates various forms of academic cooperation; and
- B. The parties wish to formalize the terms for an Agreement under which doctoral students from either party may pursue a Joint Degree Program.

NOW THEREFORE in consideration of the above and other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement:

- a. "Collaborating Institution" means the institution which is not the Joint Degree Student's Home Institution.
- b. "Joint Degree Program" means a program of study under which students may obtain a doctoral degree from PartnerUniB **OR** a doctoral degree from PartnerUniA.
 - In each instance, the degree will be granted by the Home Institution, and the Home Institution will provide formal recognition of the completion of the Joint Degree Program through a notation on the transcript and on the parchment.
 - At PartnerUniB, participating faculties must obtain approval from the Faculty of Graduate Studies and Research. At PartnerUniB, the proposed initial participating faculties are XXXXX; and XXXX. Additional faculties may be included by written agreement between the parties. At PartnerUniA, all the academic departments and centers are proposed to be participating.
- c. "Joint Degree Student" means a student who is participating in the Joint Degree Program.
- d. "Home Institution" means the institution where the student was originally admitted to a doctoral degree program in one of the degree programs contemplated by the Joint Degree Program.

2. LIAISON OFFICERS

- 2.1. Each party shall designate a liaison officer ("Liaison Officer") who will be responsible for coordinating the specific aspects of the Joint Degree Program as well as advising and assisting students taking part in the Joint Degree Program.

2.2. The designated Liaison Officers for the Agreement are:

for PartnerUniA

Prof. _____
Dean (International Relations)

Designation:

XXXXXXXX

for PartnerUniB –

Dr.
Vice-Provost
and Associate Vice-President (International)

Designation:

XXXXXXXX

Telephone: +1-----

E-mail: -----

2.3. All notices sent pursuant to this Agreement must be sent to the above-mentioned Liaison Officers. The parties agree that either party may change its designated Liaison Officer by notifying the other party in writing of such change.

2.4. Any notice to be given by either party pursuant to this Agreement must be in writing and may be delivered by commercial courier, registered mail (unless a postal strike or other disruption is currently in place), facsimile machine, or e-mail to the relevant Liaison Officer using the contact information set out above (or such other contact information as notified by a party by written notice given in accordance with this clause).

2.5. If a party receives a message that a notice sent to an e-mail address is undeliverable, or that the Liaison Officer is out of the office, or if the party has any other reason to believe that the delivery of a notice was ineffective, then the party will send the notice using a different method.

3. APPLICATION, SELECTION, AND ADMISSION OF STUDENTS FOR THE JOINT DEGREE PROGRAM

3.1. A Joint Degree Student must first be admitted into a doctoral degree program at their Home Institution.

3.2. Collaborating professors from PartnerUniB and PartnerUniA will jointly identify research projects for Joint Degree Students to work on as part of their doctoral studies and for which they would be joint supervisors. PartnerUniB and PartnerUniA will develop a process to recruit prospective students to the projects.

3.3. Once connected with a project, the prospective student must present the required application forms and materials to their Home Institution. (It can be also documented in Annexure if links not available)

a. The current PartnerUniB forms can be found here: [WEBLINK](#)

b. The current PartnerUniA forms can be found here: [WEBLINK](#)

3.4. If the Home Institution agrees to recommend the student, the forms will be forwarded to that student's potential supervising professor at the Collaborating Institution by the deadline mutually agreed upon in writing by the Liaison Officers, which will be in alignment with Collaborating Institution's procedures.

3.5. The Collaborating Institution will determine at its sole discretion whether to admit the student into the Joint Degree Program and will inform the Home Institution of its decision.

3.6. Each Collaborating Institution can limit a maximum number of Joint Degree Students each academic year for the Joint Degree Program. The maximum number of students may be changed by mutual agreement of the parties and must be expressed in writing. While the number of incoming and outgoing Joint Degree Students may not be exactly equal every year, both parties should endeavour to exchange a similar number of Joint Degree Students.

4. JOINT DEGREE PROGRAM REQUIREMENTS AND ADMINISTRATION

- 4.1. While under the joint supervision of professors from each institution, Joint Degree Students will follow a program of study and research which will satisfy the requirements of their Home Institution, including any requirements for the Joint Degree Program outlined in Appendix.
- 4.2. Both parties will provide an adequate orientation as well as ongoing advice and support to the Joint Degree Students. At PartnerUniB, the host faculty will take the lead on assisting Joint Degree Students.
- 4.3. Either party may, at its sole discretion, require a Joint Degree Student to withdraw from the Joint Degree Program. If required to withdraw from the Joint Degree Program, the student may be able to return to his/her studies at the Home Institution in the same graduate program and would receive appropriate credit for work completed at the Collaborating Institution while in the Joint Degree Program.
- 4.4. A student may withdraw, at any time, from the Joint Degree Program, and return to his/her studies at the Home Institution. The student will receive appropriate credit for work completed at the Collaborating Institution while in the Joint Degree Program.
- 4.5. Upon successful completion of the doctoral degree requirements of the Home Institution and any additional requirements for the Joint Degree Program, the Home Institution will confer on the Joint Degree Student the doctoral degree of that Institution for which the student qualifies. The Liaison Officer at the Home Institution shall inform the Liaison Officer at the Collaborating Institution of this award.
- 4.6. The designations on the Joint Degree Program Student's academic record will include the following:
 - a. The PartnerUniB transcript notation will read: "Participating in a shared credential program offered jointly by this university and the PartnerUniA".
 - b. PartnerUniA transcript notation will have a remark that the program has been offered jointly with PartnerUniB.
 - c. The PartnerUniB parchment notation will read "having completed all the statutory requirements of the program offered jointly by the PARTNERUNI and PartnerUniA has been granted the degree of [Official Degree Name] and awarded all the rights and privileges pertaining to this degree".
 - d. PartnerUniA parchment notation will have a remark that the program has been completed jointly with the PartnerUniB.

5. FEES AND FINANCIAL MATTERS

- 5.1. The Joint Degree Program uses an exchange model for fees: for the duration of their participation in the Program, Joint Degree Students must pay to their Home Institution full tuition and all other required fees associated with full-time registration in the graduate program to which they have been admitted. Joint Degree Students will pay no application or tuition fees at the Collaborating Institution.
- 5.2. While resident at PartnerUni, all Joint Degree Students must pay non-instructional fees to PartnerUni for health and dental coverage (XX) and a public transportation pass (XX).
- 5.3. Joint Degree Students are expected to have sufficient personal funds to cover any and all expenses not covered by either institution as detailed in this Agreement. Such expenses include:
 - a. Other non-instructional fees;
 - b. Living expenses not covered by the Collaborating Institution while spending time there (health care costs, etc.); Recreation;
 - c. Travel and transportation, including travel insurance;
 - d. Text books and school supplies; and

e. All necessary immigration documents.

5.4. For periods Joint Degree Students from the Collaborating Institution spend at their institution, both parties may provide a doctoral fellowship, through funding within their own institution and/or from third parties. The fellowship will be at least sufficient to cover accommodation and meals.

5.5. Specific funding arrangements for each Joint Degree Student must be agreed to in a separate written document or documents. At PartnerUni, for incoming students, the host department must submit this funding documentation to the Faculty of Graduate Studies and Research along with the admission documentation.

6. HOUSING

Each Institution shall endeavour to provide information to students regarding housing options, the cost of which must be paid by the student.

7. REGULATIONS GOVERNING STUDENTS

7.1. During their participation in the Joint Degree Program, students will be bound by the rules, regulations, and codes of conduct of the university or universities at which they are registered.

7.2. Joint Degree Students will be bound by the laws of the country in which they are resident.

7.3. Notwithstanding section 7.1, both institutions will work collaboratively to resolve any conflicts between Joint Degree Students and their supervisors.

8. INTELLECTUAL PROPERTY

8.1. At the outset of a Joint Degree Student's program, the parties will work together to establish, in writing, all necessary arrangements regarding the ownership and protection of any intellectual property generated as a result of any research conducted by the Joint Degree Student during the program. In addressing any such intellectual property arrangements, the parties shall involve the Joint Degree Student, have regard for any policies and procedures in place at each institution, and ensure the Joint Degree Student is provided with a copy of the final written arrangements.

8.2. Notwithstanding anything else in this Agreement, the parties acknowledge that a Joint Degree Student shall own the copyright in his/her thesis.

9. ACCESS TO INFORMATION AND PRIVACY LEGISLATION

9.1. The parties acknowledge that PartnerUni is a public body subject to the *Freedom of Information* -----, as amended. For further information about ----- see The parties agree to only use any personal information exchanged for the purposes of this Agreement for the purposes of administering this Joint Degree Program.

9.2. No personal information related to any Joint Degree Student will be released by PartnerUniB to PartnerUniA without the student's prior written consent, except as permitted by law. Such consent will be obtained as part of the Shared Credential Initial Approval application form (see WEBLINK)or in such other form as PartnerUni may provide from time to time.

10. DISPUTE RESOLUTION

Any dispute arising from this Agreement shall be resolved amicably through discussion between the parties' Liaison Officers. In the event the Liaison Officers are unable to resolve the matter within 60 days of referral,

or such additional time as mutually agreed to by the parties, the dispute shall be referred to the Dean of Academic Affairs of PartnerUniA and the Provost and Vice-President (Academic) of PartnerUniB.

11. GOVERNING LAW AND FORUM

This Agreement will be interpreted and construed in accordance with the laws of LAND, and the parties submit to the exclusive jurisdiction of the Courts of LOCATION.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

Each party ("Indemnifying Party") shall:

- a. be liable to the other party ("Indemnified Party") for; and
- b. indemnify and hold harmless the Indemnified Party from and against:

any and all liabilities, damages, costs, claims, suits or actions, loss, injury, death, or damage to any third party (including students) occasioned by or as a result of the negligent acts, willful misconduct or breach of obligations assumed under this Agreement by the Indemnifying Party or their employees, officers, agents, and contractors.

Notwithstanding the above, in no event will either party be liable for any indirect, consequential, or incidental claims incurred by any Indemnified Party in respect of this Agreement.

13. SURVIVAL

Terms of this Agreement which, by their nature, require the parties' continued performance after this Agreement's termination, will continue in effect following any such termination.

14. COUNTERPARTS

The parties may sign this Agreement in counterparts, each of which being an original. Such counterparts will together constitute one and the same agreement. Counterparts may be signed either in original or electronic form and the parties shall adopt any signatures received electronically as original signatures of the parties.

15. GENERAL

15.1. This Agreement constitutes the entire agreement and understanding between the parties with respect to the Joint Degree Program and replaces all earlier agreements and discussions between the parties. In the Appendix include details regarding the Joint Degree Program administration, forms an integral part of this Agreement. Terms regarding individual Joint Degree Students such as funding arrangements, dates of stay at the Host Institution, and the joint research project being undertaken will be set out in a separate written document or documents.

15.2. The invalidity of any particular provision of this Agreement does not affect any other provision of it, but the Agreement is to be construed as if the invalid provision had been omitted.

15.3. Nothing in this Agreement shall make the relationship between the parties one of partnership, joint venture or employment. Nothing in this Agreement constitutes authority for one party to make commitments which bind the other party or to otherwise act on behalf of such other party.

15.4. No part of this Agreement may be assigned by either party without the consent of the other party.

15.5. Neither party will use, nor shall it permit any person employed by it to use, identifying marks of the other party, other than with the written consent of such other party, which may be arbitrarily withheld.

16. COMING INTO FORCE, TERMINATION, AND AMENDMENTS

- 16.1. This Agreement comes into effect on the date on which it has been signed by both parties and will continue in effect for a period of three (3) years or until terminated in accordance with section 16.2.
- 16.2. The parties may mutually terminate this Agreement by written agreement. Alternatively, either party may terminate this Agreement by giving twelve (12) months' written notice of termination to the other party.
- 16.3. If this Agreement is terminated or not renewed, the parties agree that any Joint Degree Students accepted by the Collaborating Institution will be given reasonable time to complete their studies.
- 16.4. The parties may amend or extend this Agreement by written agreement.

The parties have signed this Agreement on the dates indicated below.

Signed for and on behalf of
PartnerUniA /
PartnerUniA

Signed for and on behalf of
PartnerUniA
PartnerUniA

the _____ day of _____ 20XX.

the _____ day of _____ 20 .

Prof. _____
Director

Dr.
President and Vice-Chancellor

the _____ day of _____ 20XX.

the _____ day of _____ 20XX.