

**AGREEMENT FOR
JOINT DOCTORAL PROGRAMS**

between

**DALHOUSIE UNIVERSITY
Halifax, Nova Scotia, Canada**

and

**[PARTNER UNIVERSITY]
[Location]****BACKGROUND**

Dalhousie University (“Dalhousie”) and [Partner University], [(“XX”)], together the “Parties”, acknowledge the value of international cooperation and wish to enrich the educational experience of their Students.

Dalhousie and [Partner] wish to develop Joint Doctoral Programs in the area of [insert] under the following conditions:

1. PURPOSE

- 1.1. The purpose of Joint Doctoral Programs is to advance collaborations between researchers and students at Dalhousie and [Partner].
- 1.2. Based on the principles of mutual benefit and respect for each other’s independence, the Parties will foster:
 - 1.2.1. Student and academic staff exchanges;
 - 1.2.2. Joint research activities;
 - 1.2.3. Exchange of research materials; and
 - 1.2.4. Joint PhD co-supervision in individual programs (i.e. Cotutelles or Joint Doctoral Programs) as detailed in Appendix A.
- 1.3. Based on these exchanges, the Parties will encourage graduate students and professors to identify research that could be accomplished between the Parties and that could form the basis for Joint Doctoral Degrees. The provisions set out below are in accordance with the following:
 - 1.3.1. For [Partner], [insert relevant policies, guidelines]
 - 1.3.2. For Dalhousie, the Joint Doctoral Program Policy of June 8, 2012.

2. ADMISSION AND REGISTRATION

- 2.1. The Parties have enacted academic policies, procedures and regulations that permit joint doctoral degree programs (“JDP”). To the extent that it is practicable, each Party will respect the other’s academic policies, procedures and regulations for the purpose of facilitating approved JDPs.
- 2.2. Applicants who wish to undertake a JDP must first be accepted into an appropriate PhD program at either Dalhousie or [Partner]. Once accepted, they must follow the appropriate process at the Party to which they have been accepted to apply to participate in a JDP.
- 2.3. Students who are accepted into a JDP will register at both Parties and pay fees to both Parties in accordance with Appendix A. Each Party will notify the other in advance of any proposed changes to the tuition and fees.
- 2.4. All JDP Students will be required to enroll/participate in the Dalhousie Student Union International Student Health Plan (and the Dalhousie Student Union Health and Dental Plan, if applicable) or provide proof of alternate equivalent insurance coverage for the duration of the period of study at Dalhousie, and will be responsible for the cost of this insurance.
- 2.5. A JDP Student’s thesis and thesis defense must be undertaken in English.

3. ACADEMIC REQUIREMENTS

- 3.1. JDP Students will be jointly supervised by a faculty member at Dalhousie and a faculty member at [Partner]. These supervisors will commit to fully and jointly exercise the responsibilities attributed to them as PhD supervisors at their respective Parties.
- 3.2. Each JDP will be subject to an individual implementation agreement. JDP implementation agreements must comply with the requirements set out above and will include the following details to facilitate the effective progress of the JDP
 - 3.2.1. names, titles and responsibilities of the thesis supervisors;
 - 3.2.2. an approved written description of the JDP Student’s thesis project;
 - 3.2.3. the estimated amount and sequence of time spent at each Party;
 - 3.2.4. a description of the academic plan at each Party, including but not limited to courses, seminars, comprehensive exams (or equivalent academic activities), thesis research, etc.;
 - 3.2.5. details regarding JDP student funding;
 - 3.2.6. details regarding defense procedures;
 - 3.2.7. the mode of awarding the (single) degree;
 - 3.2.8. intellectual property arrangements; and
 - 3.2.9. any other matter deemed relevant by Dalhousie and [Partner].
- 3.3. Prior to the commencement of the JDP, the JDP agreement form (Appendix B) must be signed by:
 - 3.3.1. the JDP Student;
 - 3.3.2. both thesis supervisors;

- 3.3.3. the applicable Department Heads (or equivalent) of each Party;
- 3.3.4. the Deans of the Faculty of Graduate Studies or designated academic units as appropriate; and
- 3.3.5. the Provost and Vice-President Academic of each Party.

3.4. The JDP Student's thesis will culminate in a single defense, at Dalhousie or [Partner]. Both thesis supervisors must be members of the examining committee. The defense date and place will be determined by mutual agreement and communicated in writing by the thesis supervisors to the Deans of the Faculty of Graduate Studies, or designated academic units as appropriate, of both Parties.

4. LIABILITY AND INDEMNITY

- 4.1. Each Party will ensure that it has adequate insurance coverage for the purposes of this Agreement.
- 4.2. Dalhousie agreement indemnify and save harmless [Partner] from all loss, cost, expense, judgement or damage on account of injury or damage to persons or property, including death, in any way caused by the negligence or willful act of Dalhousie, its servants, agents, students or employees related to matters to which this Agreement pertains, together with all legal costs and expenses incurred by [Partner] in defending any legal action pertaining to the above.
- 4.3. [Partner] agrees to indemnify and save harmless Dalhousie from all loss, cost, expense, judgement or damage on account of injury or damage to persons or property, including death, in any way cause by the negligence or willful act of [Partner], its servants, agents, students or employees related to matters which this Agreement pertains, together with all legal costs and expenses incurred by Dalhousie in defending any legal action pertaining to the above.

5. DISPUTE RESOLUTION

- 5.1. Considering the interests of JDP Students and the development of cooperation between the Parties, Dalhousie and [Partner] will make all reasonable efforts to ensure the optimal implementation of this Agreement and to resolve any dispute related to this Agreement by amicable negotiations.

6. NOTICE

- 6.1. All notices which may be required to be delivered under this Agreement shall be in writing and shall be delivered or sent by fax or regular mail to:

If to Dalhousie:

Provost and Vice President Academic
Dalhousie University
6299 South Street, PO Box 15000
Halifax, Nova Scotia, B3H 4R2
Canada

Phone: 902-494-2586

Email: provost@dal.ca

If to [Partner]:

[insert details]

6.2. Any such notice shall be deemed to have been made on the day upon which such notice is delivered or faxed if delivered by 5:00pm local time of the receiving Party, or if mailed, then the tenth business day following the date of mailing.

7. TERM AND TERMINATION

7.1. This Agreement shall be effective on the effective date and remain in force for a term of five years or until either Party provides one year's written notice to terminate.

7.2. Notwithstanding the foregoing, the provisions of this Agreement and the rights and obligations of the Parties will survive and remain in full force and effect in respect of any JDP Students who are enrolled in a JDP at the date of termination or expiry and will continue until those JDP Students complete, withdraw or are otherwise dismissed from that JDP.

8. GENERAL

8.1. This Agreement may be amended at any time upon written agreement of both Parties.

8.2. This Agreement is not intended to create a partnership or joint venture or agency relationship between the Parties. No relationship is intended to be created other than independent contracting Parties.

8.3. Neither Party may assign this Agreement or any Party thereof to another person without the prior written consent of the other.

8.4. No waiver shall be inferred or implied by anything done or omitted by the Parties save only an express waiver in writing.

8.5. This Agreement shall enure to the benefit of and be binding upon the Parties' respective heirs, administrators, successors and permitted assigns.

In witness whereof, the Parties hereto execute this Agreement:

Dalhousie University
Halifax, Nova Scotia, Canada

[Partner]
[Location]

Dr. Teri C. Balsler
Provost and Vice President Academic

[Name]
[Title]