

KAOHSIUNG MEDICAL UNIVERSITY

AND

GRIFFITH UNIVERSITY

COTUTELLE FRAMEWORK AGREEMENT

1.0 PARTIES

Griffith University, a body corporate established by the *Griffith University Act 1998*, of 170 Kessels Road, Nathan, Queensland, Australia

Kaohsiung Medical University of 100, Shih-Chuan 1st Road, Kaohsiung City 807, Taiwan, Republic of China

2.0 BACKGROUND

Further to the Memorandum of Understanding signed on 15 November 2013 and in recognition of the mutual benefits derived from scholarly exchange, the School of Medicine at Griffith University and the College of Medicine at Kaohsiung Medical University agree to establish a Cotutelle program.

A Cotutelle program allows candidates to undertake a jointly supervised Doctor of Philosophy (PhD) program and is established for the benefit of an individual candidate's research project and to strengthen research collaborations between the two institutions.

This document is to be read in conjunction with Griffith University's *Guidelines for Developing Cotutelle and Joint Doctoral Degree Programs* and with Kaohsiung Medical University's *Guidelines for Dual and Joint Degree Programs*.

Notwithstanding this Cotutelle Framework Agreement, each institution will make its own decisions regarding the requirements for admission, progress review and approval, and examination of each candidate, with no removal of authority from either party.

3.0 PURPOSE

The purpose of this agreement is to set out the arrangements of the Cotutelle program between the two parties as agreed upon by both parties, including the requirement for students to prepare a single thesis and abstract in English to be submitted to both institutions.

4.0 DEFINITIONS

Home Institution is the institution that will provide a greater share of resources throughout the candidature, and where the majority of the period of candidature will be spent. Normally this will be where the candidate enrolls or applies to enrol first.

Host Institution shall mean the partner institution that has agreed to accept the student from the home institution under the terms of this agreement.

Cotutelle Framework Agreement, is this document outlining the terms and conditions of the Cotutelle arrangements as agreed between the two institutions.

Individual Candidate Cotutelle Agreement, is the document that is signed at the time of approval of the individual candidate by the Cotutelle candidate, together with the two institutions who have mutually agreed the conditions as defined in the Cotutelle Framework Agreement.

Candidate Schedule, is the document that forms part of the Individual Candidate Cotutelle Agreement which specifies the details of the Candidature, specific to the candidate.

Joint Administrators of the Cotutelle are the Dean, Griffith Graduate Research School at Griffith University and the Dean, College of Medicine, Kaohsiung Medical University.

Testamur is the official certification document conferred by the University that confirms a qualification has been awarded to an individual.

5.0 AWARDING OF DEGREE

The certification will be in the form of two separate testamurs, each recognising that the qualification is conferred under a Cotutelle arrangement. The wording on the testamur will read, "The research project leading to this degree was conducted under a Cotutelle agreement between Griffith University and Kaohsiung Medical University".

6.0 SUPERVISION

PhD candidates will be jointly supervised by academics from Griffith University and Kaohsiung Medical University. The candidate shall have at least one supervisor at each institution. Selection of supervisors at each institution will depend upon the research project and existing research collaborations of supervisors between the institutions. Approval of the selection rests with the Joint Administrators.

The names of each supervisor or supervision team at each institution will be noted on the Candidate Schedule, forming part of a separate Individual Candidate Cotutelle Agreement.

The supervisors must consult each other regularly concerning the progress of the research work, and must advise the Joint Administrators if they consider that there is a risk that the candidate's progress is likely to fall below a satisfactory level. The Joint Administrators may decide to place conditions for the continuation on the candidate in order for the candidate to continue.

7.0 ADMISSION

The candidate must apply for admission to each institution.

Admission to the Cotutelle PhD program will depend on the availability of a suitably resourced project and the availability of suitable supervisors from each institution.

Before accepting a prospective candidate into the Cotutelle program, the parties must consider:

- (a) whether the PhD admission requirements of both institutions have been satisfied, including language proficiency requirements;
- (b) whether the necessary supervision, resources and facilities required to complete the research project can be provided to the candidate;
- (c) whether admission to the Cotutelle program will benefit the candidate's research project.

8.0 RESEARCH PROJECT

The title and topic of the thesis will be noted in the Candidate Schedule in the Individual Candidate Cotutelle Agreement, signed separately with each candidate who has been approved by both institutions to undertake a candidature as part of this agreement.

9.0 ENROLMENT

Candidates will be concurrently enrolled as a PhD candidate at Griffith University and Kaohsiung Medical University for the duration of the Cotutelle.

Over the duration of the candidature, candidates will spend a total of at least one year full-time equivalent at each institution. Within this restriction, the supervisors may direct the candidate to pursue the project at whichever institution is appropriate from time to time.

The candidate is responsible for maintaining their enrolment in the PhD program at both institutions and for notifying each institution of any variations to enrolment, these include but are not restricted to leave, change of supervisor, extension to candidature and withdrawal.

For each candidature, one institution will be designated the home institution and the other the host institution (refer definitions). The home institution will be responsible for the management of the candidature and will ensure systems are in place to consult and/or inform the host institution regarding any changes to candidature.

10.0 FEES, SCHOLARSHIPS AND OTHER COSTS

Candidates will pay the tuition fees of the home institution for the duration of the program and will be exempt from fees at the host institution.

Candidates may be competitively considered for a stipend and/or tuition scholarship at the home institution, according to the eligibility criteria of the institution. Other incidental fees and charges, travel and associated costs, accommodation and personal expenses are the responsibility of the candidate.

Candidates are responsible for arranging a suitable insurance plan, which must include sufficient medical coverage. The cost of the insurance will be paid by the candidate (unless special arrangements are made by the home institution). In accordance with Australian Government regulations, candidates will automatically be charged for Overseas Student Health Cover (OSHC) but it is recommended that they consider purchasing additional travel and health insurance to provide broader coverage.

11.0 RESEARCH TRAINING STANDARDS

Candidates must comply with the *Griffith University Code for the Responsible Conduct of Research* and *Kaohsiung Medical University's Regulations related to Research and Publication Ethics*, including ethical practices and ethics approvals, publication ethics, research misconduct procedures, and the management of research data.

Review and appeal, termination and research or academic misconduct procedures of the home institution are to be followed if required. In the event of student (non-academic) misconduct at the host institution, the procedures of that institution will apply.

Admission, candidature, progression, and thesis examination requirements will comply with each institution's regulations. At Griffith University, the PhD program requirements must be adhered to as specified in the *Higher Degree Research Policy*. At Kaohsiung Medical University, the PhD program requirements must be adhered to as specified in *Kaohsiung Medical University's Regulations related to Ph.D. program requirements*.

It is expected that both Kaohsiung Medical University and Griffith University will have similar facilities and services of an equivalent standard in relation to physical facilities, including computer facilities; internet and email access for students and staff; library facilities; student support services, such as counselling services; and Health and Safety requirements.

12.0 INTELLECTUAL PROPERTY

- 12.1 The parties agree that candidates will own the intellectual property they create which is directly related to their research project, unless other arrangements are agreed in advance by the candidate, Griffith University and Kaohsiung Medical University.
- 12.2 Subject to clause 12.1, intellectual property matters will be handled in accordance with the relevant policies of the host institution, unless the Joint Administrators agree otherwise.

13.0 EXAMINATION AND DECISION TO AWARD DEGREE

As mentioned in Clause 3.0, a single thesis will be prepared that will be submitted to both institutions, in English.

Prior to thesis submission, the primary or co-principal supervisors at each institution must communicate to endorse that the thesis prepared for submission is properly presented and is prima facie worthy of examination.

Each university will examine the thesis according to their policies and processes. The examination outcome, including examination reports, from each institution must be provided to the other institution.

Once the candidate meets all examination criteria of both participating institutions the candidate will be eligible for the jointly conferred award of the degree of Doctor of Philosophy.

A decision by one institution not to award the degree will not preclude the other institution from awarding the degree, however in such cases the testamur shall not recognise that the qualification was conferred under a Cotutelle program agreement.

14.0 TERMS OF THIS AGREEMENT

This agreement comes into effect on the date of the last signature of the parties. The agreement must be in place no later than the end of the first year of full-time equivalent study.

Both the home and the host institution will be responsible for ensuring that they and the student undertaking the candidature adhere to this agreement.

Should either of the two institutions consider that any part of the agreement is no longer appropriate, that institution may propose an amendment. Any amended agreement will come into effect when signed by both institutions.

This Agreement can be terminated at any time by either party upon provision of six (6) months' written notice to the other party.

Should this Agreement be amended or terminated, the parties will mutually agree on arrangements to allow for any participating students who have commenced at either institution at the date of the amendment or termination to complete their approved study.

Candidates may withdraw from the Cotutelle arrangement at any time prior to submission of the thesis. In the event the candidate withdraws from the Cotutelle program the home Institution may agree to allow the candidate to retain candidature at that institution.

A maximum number of candidates will be admitted to the Cotutelle program over the term of this agreement, unless otherwise mutually agreed. A maximum of twelve candidates will be admitted to the Cotutelle program where Griffith University is the host institution. A maximum of twelve candidates will be admitted to the Cotutelle program where Kaohsiung Medical University is the host institution.

15.0 LANGUAGE OF AGREEMENT

This Agreement, and each relevant Individual Candidate Cotutelle Agreement, shall be prepared in English in duplicate, and each institution shall retain one original.

SIGNED on behalf of:

GRIFFITH UNIVERSITY


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Professor Sarah Todd
Vice President (Global)

Date: 8/6/2017

KAOHSIUNG MEDICAL UNIVERSITY


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Professor Ching-Kuan Liu
President

Date: 14/6/2017

WITNESSED on behalf of:

GRIFFITH UNIVERSITY


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Date: 16/6/2017.

KAOHSIUNG MEDICAL UNIVERSITY


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Date: June 16, 2017