

Mitteilungen der Justus-Liebig-Universität Gießen

11.11.2016

5.42.00 Nr. 17

Austauschabkommen – Monash University, Australien –
Joint PhD Agreement

Joint Award Doctoral Program Agreement This Agreement is made on the 9th day of September, 2016

BETWEEN

**MONASH UNIVERSITY (ABN: 12 377 614 012) of Wellington Road, Clayton,
in the State of Victoria, Australia (Monash)**

AND

**JUSTUS LIEBIG UNIVERSITY GIESSEN, Ludwigstrasse 23, 35390 Giessen,
Germany (Partner Institution)**

Version information

Exchange Agreement: 28.09.2016.

Tabular presentation of the version information

	President
Exchange Agreement	28.09.2016

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Background:

- A. The Parties wish to establish a student exchange program. The Program seeks to broaden the scope of the academic curriculum and to provide a unique learning experience for students in an overseas environment, as well as to promote cooperation between the Institutions, and specifically to allow the establishment of a joint award doctoral program.
- B. This Agreement sets out the terms and conditions as agreed by the Parties for the purposes of the Program.

It is AGREED:

1. Definitions and Interpretation

- 1.1. In this Agreement, unless the contrary intention appears:

Candidate Schedule means a document in the form of Schedule 2, executed by the Parties in relation to a particular candidate who is participating in the Program;

Home Institution in relation to a candidate means the institution named in the Candidate Schedule, being either the institution at which the candidate was originally enrolled and applied to participate in the Program or the institution at which the candidate intends to spend the greater period of time;

Host Institution in relation to a candidate means the institution other than the Home Institution;

Intellectual Property means any copyright work, circuit layout, eligible layout, design, patent, invention, confidential information, know-how, plant variety, trade mark or other insignia of origin and any related right;

Institutions means Monash and the Partner Institution collectively;

Joint award means a single award, encompassing a Degree of Doctor of Philosophy (PhD) at Monash and its equivalent at the Partner Institution as described in Item 2 of Schedule 1, conferred upon a candidate jointly by the Parties on the candidate's successful completion of the Program;

Prescribed Number of Candidates means the number of candidates the Institutions have agreed to exchange each year, as set out in Item 7 of Schedule 1;

Program means the joint award PhD program;

Schedule 1 means Schedule 1 to this Agreement which sets out the specific details of this Agreement.

- 1.2. A reference to the "regulations" of a Party shall be taken to include all statutes, regulations, rules, policies, procedures or otherwise named documents of that Party, as the case requires.

2. Term

This Agreement commences and expires on the dates specified in Item 3 of Schedule 1 and may be extended by the mutual agreement of the Parties.

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3. Operation of the Agreement

- 3.1 The Parties agree that the Program will be administered and conducted in accordance with the regulations described in Item 8 of Schedule 1.
- 3.2 The responsibility for doctoral candidature matters at:
- a) Monash, is vested in the Graduate Research Committee; and
 - b) at Justus Liebig University Giessen, is vested in the respective "*Promotionsausschüsse*" (doctorate committees) and Ph.D. committee.
- 3.3 The faculties, departments and schools of the Parties which may participate in the Program are listed in Item 5 of Schedule 1.
- 3.4 For each Party, the details of the:
- a) academic co-ordinator of the Program;
 - b) head of the academic unit; and
 - c) administrative co-ordinator of the Program, are listed in Item 6 of Schedule 1.

4. Exchange of candidates

- 4.1 For each year of the term of this Agreement, Monash will send no more than the Prescribed Number of Candidates to the Partner Institution and the Partner Institution will send no more than the Prescribed Number of Candidates to Monash.
- 4.2 The Prescribed Number of Candidates may be varied by mutual Agreement.
- 4.3 The Parties will review the Program annually to determine whether there is an imbalance in the number of candidates exchanged and will adjust the number over the term of this Agreement (as necessary) to maintain a reasonable balance in the exchange.
- 4.4 The duration of the Agreement will be at least until the final candidate undertaking the Program has completed the requirements for his or her degree.

5. Selection of participants

- 5.1 The Program will be open to eligible candidates for the Degree of Doctor of Philosophy at Monash, and its equivalent Degrees of JLU Giessen as described in Item 2 of Schedule 1.
- 5.2 Each Party will screen its applicants for the Program and reserves the right to make a final judgement on the admissibility of each applicant nominated for entry into the Program.
- 5.3 For admission to the Program, candidates have to meet the formal admission requirements of the Host Institution for doctoral studies or a PhD program, including the language proficiency requirements. For admission at JLU, Monash based candidates can prove that they meet the formal admission requirements of the Host Institution for doctoral studies or a PhD program up to 1 year after the signing of the student schedule.
- 5.4 Participation in the Program will depend on the availability of appropriate supervision, resources and facilities at the Institutions.

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6. Financial and other responsibilities of the Parties

6.1 Each Party will nominate one individual to fulfil the responsibilities of liaison officer to facilitate candidate exchanges under this Agreement. Liaison officers will exchange all relevant information about the Program offered at their respective Institutions.

6.2 For each candidate from the Home Institution, the Host Institution will –

- a) enroll the candidate;
- b) offer the candidate the full range of services provided to all other enrolled PhD candidates.

6.3 The Host Institution will assist (to the extent possible) in the provision of the necessary documents to enable a candidate to obtain a student visa in the country of the Host Institution.

6.4 The Host Institution acknowledges that candidates will pay all enrolment/tuition fees and charges (as applicable) to the Home Institution and agrees to exempt candidates from all requirements to pay enrolment/tuition (or otherwise named) fees at the Host Institution.

6.5 Candidates enrolled at JLU Giessen are required to pay a charge to third parties. The semester contribution of approximately 250 Euros per semester has to be paid upon enrolment and will be transferred mainly to the "Studentenwerk" for student services and the student union. For details please see Schedule 2, Item 4.

7. Candidate responsibilities

7.1 The Parties agree that all candidates will be responsible for:

- a) registration and renewal of enrolment at both Institutions for each year of candidature as required;
- b) payment of tuition/enrolment (and other required fees) at his or her Home Institution;
- c) obtaining the required student visa and any other documents which cover temporary residency in the country of the Host Institution;
- d) purchasing the required health insurance while in the country of the Host Institution;
- e) ensuring that he or she has adequate income support in addition to any scholarship support to cover all costs associated with participating in the Program.

7.2 The Parties acknowledge that all candidates will be responsible for the following expenses or costs:

- a) transportation to and from Host Institution;
- b) room and board expenses;
- c) textbooks, clothing and personal expenses;
- d) passport and visa costs; and
- e) all other debts and incidental expenses incurred during the course of the Program.

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8. Candidate Schedules

8.1 For each candidate who is admitted to the Program, the Parties will execute a Candidate Schedule (in the form contained in Schedule 2) which sets out the details of that candidate's participation in the Program.

8.2 Each candidate will undertake his or her PhD in accordance with this Agreement and the additional provisions and variations noted in the relevant Candidate Schedule.

8.3 Once executed, a Candidate Schedule will form part of this Agreement.

9. Conditions of candidature

9.1 Candidates will be required to abide by-

- a) all regulations pertaining to the Program as set out in Item 8 in Schedule 1 or otherwise in this Agreement; and
- b) all other regulations of the Institutions.

9.2 While at the Host Institution, candidates will have the rights, privileges and responsibilities of other PhD candidates enrolled at the Host Institution.

9.3 Upon completion of a period of study at a Host Institution, candidates will be required to return to their Home Institution. Any extension of stay must be approved by both Parties.

9.4 The Monash guidelines and regulations pertaining to the following shall apply:

- a) development of research proposal;
- b) confirmation of candidature;
- c) duration of candidature;
- d) ongoing formal assessment of progress;
- e) occupational health, safety and environment protocols;
- f) variations to candidature; and
- g) grievance and appeal procedures.

For each candidate, the respective Home Institution will ensure and confirm the compliance with the above listed guidelines and regulations.

9.5 Candidates will be required to meet the ethics approval requirements of both Parties.

9.6 While participating in the Program, candidates will be subject to the regulations of the Parties, including regulations regarding:

- a) exclusion from an institution for disciplinary, research misconduct or any other reason; and
- b) termination of candidature.

9.7 Where there is a conflict between the regulations of the Parties in relation to –

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- a) exclusion from an institution for disciplinary reasons, the regulations of the institution where the act (which is subject to disciplinary action) occurred will be applied; or
- b) exclusion from an institution for research misconduct or any other reason or termination of candidature, the regulations of Horne Institution will be applied.

10. Length of time at each institution

10.1 A candidate will undertake his or her PhD at both Institutions, spending alternate periods of time (for research purposes) at each institution.

10.2 A minimum of 12 months of a candidate's candidature will be pursued at each institution.

10.3 The Parties acknowledge that the exact schedule and length of the period of time spent at each institution will depend upon the advances and evolution of the project.

11. Examination

11.1 The Program may consist of one or more examinable components, such as (but not limited to) a thesis, creative research output, exegesis or oral presentation.

11.2 Examination of the examinable components will be in accordance with the regulations of the Parties as set out in Item 10 of Schedule 1.

11.3 A candidate will be required to complete the examination components set out in the Candidate Schedule.

11.4 The thesis will-

- a) be examined by at least two independent external examiners who shall submit a written assessment of the thesis; and
- b) written and defended in English unless otherwise set out in Item 11 of Schedule 1 or otherwise in the Candidate Schedule.

11.5 Additional terms regarding examination may be set out in Item 10 of Schedule 1.

12. Supervision

12.1 A candidate will undertake his or her project under co-supervision.

12.2 The co-supervisors will collaborate in their guidance of a candidate and will combine their efforts and communicate regularly with one another in order to evaluate the progress of the candidate in his or her project.

12.3 The Parties, through the offices of the co-supervisors, undertake to exchange all information and documentation useful for the purposes of organising the co-direction of the candidate's project.

13. Publication of thesis

Unless expressly varied in a Candidate Schedule, a candidate's thesis will be deposited at both Institutions in accordance with the regulations set out in Item 12 of Schedule 1.

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14. Award of the degree

14.1 Subject to the satisfactory completion of the examination requirements, the Parties will jointly award the Monash Degree of Doctor of Philosophy and its JLU equivalent as specified in Item 2 of Schedule 1 to a candidate according to the usual procedures of the Parties.

14.2 The degree will be a joint award.

14.3 Each Party will issue a separate testamur (or certificate) to candidates which will include the words set out in Item 13 of Schedule 1.

15. Intellectual property

15.1 Unless expressly varied in a Schedule 1 or 2, the following provisions will apply in relation to intellectual property.

15.2 A candidate will own copyright in his or her thesis.

15.3 Where a candidate creates Intellectual Property during the course of the project (other than the copyright in his or her thesis), the candidate will own that intellectual Property unless, the candidate has assigned his or her rights to one or both of the Parties. An assignment by the candidate must be in writing.

15.4 The legal rights and duties of a candidate as an employee of Justus Liebig University Giessen will remain unaffected, especially with regard to the German employee invention act.

16. Variation

This Agreement may be varied in writing signed by the Parties. Such variations, once approved by the Parties, will become part of this Agreement.

17. Termination

17.1 This Agreement may be terminated by either Party giving the other three (3) months' notice in writing.

17.2 Either Party may terminate this Agreement to the extent that it relates to a particular candidate by notifying the other party in writing.

17.3 A Party may only terminate this Agreement in accordance with clause 17.2 if the candidate –

- a) fails to re-enrol by the required time at either institution;
- b) withdraws from the Program;
- c) is excluded from either institution for disciplinary, research misconduct or other reasons;
- d) does not have his or her candidature confirmed;
- e) has his or her candidature terminated.

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17.4 For the avoidance of doubt, where the Agreement is terminated pursuant to clause 17.2 the Host Institution is entitled to immediately cancel the candidate's enrolment at that institution and discontinue the candidate's research and research training.

18. Consequences of termination or expiry of this Agreement

Where there is one or more candidate undertaking a PhD pursuant to this Agreement at the time of-

- a) termination under clause 17.1; or
- b) the expiry of this Agreement,

The Parties agree to honour the arrangements in relation to those candidates until such time as the last candidate completes his or her degree.

EXECUTED as an Agreement:

SIGNED for an on behalf of MONASH UNIVERSITY by
Professor Zlatko Skrbis
15.9.16

Signed for and on behalf of the PARTNER INSTITUTION by
Prof. Dr. Joybrato Mukherjee
28. Sep. 2016