



**Overarching**

**Cotutelle Agreement**

**James Cook University**

**ABN 46 253 211 955**

and

**XXXXXX**

**ABN xx xxx xxx xxx**

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# Agreement

## Between

**JAMES COOK UNIVERSITY, ABN 46 253 211 955**, a body corporate pursuant to the *James Cook University Act 1997*, whose office is situated at JCU, Townsville Campus, Townsville 4811, in the State of Queensland

("JCU")

and

**XXX, of, XXX of XXX**

("Collaborating University")

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## Introduction

- A. JCU is a university with campuses in Queensland, Australia and Singapore.
- B. The Collaborating University is a university in (insert Country).
- C. Both Institutions allow qualified candidates to undertake doctoral degrees in various disciplines.
- D. The Institutions wish to offer qualified candidates the opportunity to undertake a Cotutelle (or conjoint) doctoral degree which involves the joint supervision of a doctoral degree candidate by Advisors / Supervisors from JCU and the Collaborating University.
- E. Candidates will be enrolled at both Institutions and if they successfully complete the degree will be awarded a doctoral degree from both Institutions.

supervision of a Candidate and their project;

**Agreement** means this agreement including all schedules;

**Business Days** means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

**Candidate** means the person named as a doctoral research Candidate in a Cotutelle Schedule;

**Commencement Date** means the date of this Agreement;

**Confidential Information** means information which is by its nature confidential, is received on the understanding that it is confidential, or is marked as being confidential. Confidential Information may include Personal Information, but does not include information that:

(a) is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means; or

(b) is in the possession of an Institution without restriction in relation to disclosure before the information is received from the other Institution;

**Cotutelle** means an arrangement whereby a Candidate enrolls in a doctoral degree at both JCU and the Collaborating University and involves the joint supervision of the Candidate by

## Agreement

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### 1. Definitions & Interpretation

#### 1.1 Definitions

The following definitions apply unless the context requires otherwise.

**Advisor/s (Supervisor/s)** means the academic staff involved in supervision of a Candidate and their project. Primary Advisor / Primary Supervisor refers to the academic staff member who assumes primary responsibility for the

Advisors/ Supervisors/Major Professors from JCU and the Collaborating University.

**Cotutelle Candidature Schedule** means the document that is substantially in the form attached as Appendix 1 to this Agreement and which:

- (a) outlines the specific Cotutelle arrangements with respect to a Candidate; and
- (b) is to be completed by JCU and the Collaborating Institution for each Cotutelle arrangement that is created pursuant to this Agreement.

**Institution(s)** means either or both of James Cook University and the Collaborating University were the context requires;

**Intellectual Property** includes all copyright (including rights in relation to phonogram and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**Personal Information** means information or an opinion, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;

**Term** means a period of ten (10) years.

## 1.1 Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause is to a clause of this Agreement;

- (d) a reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns;

- (e) a reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing.

## 2. Purpose

2.1 The Institutions acknowledge and agree that the purpose of this Agreement is twofold:

- (a) to enhance cooperation and joint research activities between JCU and the Collaborating University through the joint enrolment and supervision of a doctoral research candidate; and

- (b) to provide an opportunity for doctoral research candidates to have their research supervised by researchers from two institutions and to gain international experience and / or access to particular facilities or environments.

2.2 This Agreement will commence on the Commencement Date and, subject to any earlier termination in accordance with this Agreement, continue for the Term.

2.3 Where JCU and the Collaborating University reach agreement on the terms of a specific Cotutelle arrangement, the Institutions will create the Cotutelle arrangement through the completion and execution by both Institutions of a Cotutelle Candidature Schedule.

## 3. Admission to Doctoral Studies

3.1 Candidates will not be admitted to the Cotutelle doctoral degree unless they first meet the entry requirements for doctoral degrees at JCU and the Collaborating University.

3.2 Without limiting clause 3.1, unless English is a Candidate's first language, the Candidate must demonstrate to JCU English proficiency of JCU Band 2.

- English language requirements must be successfully completed prior to JCU confirming the Candidate's enrolment in the doctoral degree. Any costs associated with an English proficiency course must be met by the Candidate and form no part of any financial arrangements associated with the doctoral degree.
- 3.3 Without limiting clause 3.1, a Candidate's application for entry to the JCU doctoral degree, including the supervisory arrangements, project and project budget must be approved by the respective College Dean and Deputy Vice Chancellor and the Dean of the Graduate Research School.
- 3.4 Candidates must be eligible for entry to a doctoral degree at the Collaborating University and hold any necessary approvals for admission to that doctoral degree.
- 3.5 Candidates must, during the course of their admission at JCU, meet the ongoing admission and enrolment requirements for doctoral students at JCU.
- 4. Enrolment**
- 4.1 The Institutions agree (unless otherwise specified in the Schedule) that:
- (a) Candidates must be enrolled at both Institutions for the duration of the Cotutelle doctoral degree;
  - (b) Candidates will be subject to the rules, policies and guidelines applying to all doctoral degree candidates at JCU, including, but not limited to:
    - (i) completion of a Confirmation of Candidature assessment, normally within the first six months of candidature;
    - (ii) completion of any reporting requirements;
    - (iii) completion of mid-candidature review;
    - (iv) completion of a pre-completion evaluation, normally six months
- prior to thesis submission; and
- (v) attendance at skills development workshops and other activities deemed necessary or suitable;
- (c) Unless otherwise agreed candidates must be enrolled at JCU for at least 2 years and must spend at least 6 months in Australia during the enrolment period."
  - (d) while undertaking a Cotutelle doctoral degree, Candidates must:
    - (i) not commence any research work which raises ethical issues until formal ethics approval has been obtained from the relevant Institution;
    - (ii) comply with the Australian Code for the Responsible Conduct of Research and any other guidelines, policies or rules, such as Workplace Health and Safety set out by each Institution in relation to the conduct of research; and
    - (iii) comply with accepted standards of academic conduct of both Institutions. A breach of the JCU standards may result in penalisation of a Candidate by JCU; and
  - (e) while enrolled at JCU, Candidates will have access to the standard support available for doctoral candidates, including but not limited to, library and internet access and the minimum resources specified in the relevant College's policies.
- 5. Examination**
- 5.1 The Institutions agree (unless otherwise specified in the Cotutelle Candidature

Schedule) that:

- (a) the Institutions must jointly organise the doctoral examination of Candidates through the arrangement specified in this clause and in the Cotutelle Candidature Schedule and in accordance with the degree rules and policies of both Institutions;
- (b) Candidates' theses will be examined by at least two examiners who:
  - (i) are external to both Institutions;
  - (ii) have no conflict of interest; and
  - (iii) have been nominated by and agreed to by the Advisors/Supervisors of both Institutions.
- (c) a recommendation on the award of the Cotutelle doctoral degree to a Candidate must be made by the Dean of the Graduate Research School (JCU) to the Collaborating University's equivalent and vice versa before the degree can be awarded by either Institution. However, should one Institution not recommend that the degree be awarded, the other Institution may still choose to award a doctoral degree in its discretion;
- (d) the degree will be awarded from JCU upon a Candidate satisfying JCU's requirements for such degree and a corresponding award will be awarded from the Collaborating University upon a Candidate satisfying the Collaborating University's requirements for such degree. Each award will include relevant certification stating that the award was made as a consequence of a conjoint arrangement between the Institutions;
- (e) payment of the examiners will be in accordance with the specifications made in the Cotutelle Candidature Schedule;
- (f) unless the Cotutelle Candidature Schedule specifies otherwise, Candidates' theses will be written in English;
- (g) should the Cotutelle Candidature Schedule specify that a Candidate's thesis will not be written in English, then:
  - (i) at least one JCU Advisor will be fluent in the language of the thesis; and
  - (ii) the abstract for the thesis will be provided in English; and
- (j) examination reports will be written in English.

## **6 Variation of Candidature and Withdrawal**

6.1 If a Candidate wishes to vary their candidature in any way (e.g. change Advisors/Supervisors, take leave of absence, etc), this variation must be applied for in accordance with the relevant policies of each Institution. Both Institutions must agree in writing to the variation before it can be implemented at either.

6.2 If a Candidate wishes to withdraw from their degree, the Candidate must notify each Institution in writing through the appropriate process for that Institution.

## **7 Supervision**

7.1 Candidates must have at least two suitable Advisors/Supervisors from each Institution, including a Primary Advisor/Primary Supervisor from each Institution.

7.2 Each Institution must nominate an alternate Advisor/Supervisor to act should the Primary Advisor/Primary Supervisor leave the Institution.

7.3 During the candidature of a Candidate the Primary Advisor/Primary Supervisor from each Institution should endeavour to visit the other Institution in accordance with the proposed visits set out in the Schedule.

7.4 The Primary Advisors/Primary Supervisors from each Institution must

be present at the confirmation of candidature, mid-candidature review and pre-completion seminars for a Candidate (attendance may either be in person or by tele or video conference). All costs associated with any travel undertaken by the Primary Advisors/Primary Supervisors will be borne by the Primary Advisors'/Primary Supervisors' Institution.

## **8 Fees**

8.1 Candidates may be exempt from paying JCU tuition fees however Candidates will be required to pay:

- (a) JCU's student services and amenities fee; and
- (b) if the Candidate is admitted as an international student, the normal Overseas Candidate Health Cover while in Australia, in addition to other fees such as travel insurance as required, unless covered by the Collaborating University.

8.2 Candidates' enrolment at the Collaborating University will be subject to that Institution's fee policies.

8.3 This Agreement does not relate to, or effect, any scholarship agreements in place between a Candidate and either Institution.

## **9 Administration**

9.1 At JCU the administration of this Agreement and any Cotutelle arrangement created by a Cotutelle Candidature Schedule, and the application, enrolment and examination of Candidates will be primarily undertaken by the relevant College, the Graduate Research School and other parties, such as the international office as required and in accordance with the policies, procedures and guidelines of JCU.

9.2 At the Collaborating University the administration of this Agreement and any Cotutelle arrangement created by a Cotutelle Candidature Schedule, and the application, enrolment and examination of Candidates will be undertaken in accordance with that Institution's normal policies, procedures and guidelines, unless specified in the schedule.

## **10 Intellectual Property and Copyright**

10.1 Candidates, Advisors/Supervisors and both Institutions will comply with the relevant intellectual property policies of each Institution with respect to a Candidate's Cotutelle doctoral degree. Nothing in this Agreement will constitute a transfer of the intellectual property rights of an Institution existing at the date of this Agreement.

## **11 Confidential Information**

11.1 Each Institution must ensure that Confidential Information belonging to the other Institution is kept confidential and is not used or disclosed to any person or for any purpose except when:

- (b) disclosure is needed for the performance of this Agreement;
- (c) the other Institution consents under mutually agreeable terms;
- (d) disclosure is made to an adviser of the Institution under a professional relationship that is governed by an obligation of confidence; or
- (e) it is required by law to be communicated to a person who is authorised by law to receive that information.

11.2 The operation of this clause 11 survives the expiration or earlier termination of this Agreement.

## **12 Termination of Agreement**

12.1 Subject to clause 12.3, this Agreement may be terminated:

- (a) by either party giving 30 days' notice of termination to the other party; or
- (b) by the agreement in writing of the parties.

12.2 Subject to clause 12.3, a Cotutelle arrangement created through a Cotutelle Candidature Schedule may be terminated:

- (a) by either party giving 30 days' notice of termination to the other party;
  - (b) by the agreement in writing of the parties;
  - (c) by the agreement in writing of the parties following a consideration of a request in writing received from a Candidate to terminate the Cotutelle arrangement;
  - (d) by either party giving notice in writing to the other party should a Candidate be in serious and ongoing breach of the terminating party's regulations or policies;
  - (e) by either party giving notice in writing to the other party, if a Candidate fails to make satisfactory academic progress and the terminating party's normal procedures for dealing with the problem have not been effective; or
  - (f) immediately if a Candidate withdraws his or her enrolment from one or both of the Institutions.
- 12.3 Except in the case of termination in accordance with clause 12.2(f), before termination of this Agreement and/or a Cotutelle arrangement is contemplated, there shall be consultation between the parties. If a Cotutelle Candidature Schedule is terminated, barring any agreement to the contrary, the unspent portion of any financial aid obtained from an external body shall be managed in accordance with the terms of such financial aid.
- 12.4 If a Cotutelle Candidature Schedule is terminated, the parties acknowledge that the Candidate may not continue to be enrolled at both Institutions concurrently. If the Candidate refuses to comply with this requirement, each Institution reserves the right to terminate the Candidate.
- 12.5 For clarity, the Institutions acknowledge and agree that upon the expiry or earlier termination of this Agreement, the Institutions will continue to be responsible for performing their respective obligations under this agreement to facilitate the completion of

doctoral studies for Candidates enrolled as at the date of expiry or termination.

### 13 Dispute Resolution

- 13.1 If any dispute or difference arises in connection with this Agreement or a signed Cotutelle Candidature Schedule then the Institutions will negotiate in good faith, using their best endeavours to resolve the dispute or difference in accordance with this clause before initiating legal proceedings.
- 13.2 If the Institutions cannot resolve a dispute within fourteen (14) days of an Institution notifying the other of the existence of a dispute, the Institutions agree to refer the dispute to senior management, who will attempt to resolve the dispute or difference in good faith.

### 14 European Union's GDPR Compliance

- 14.1 The University is subject to the European Union's General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR) when the University is a "controller" or "processor" of "personal data" from an individual "data subject" located in the European Economic Area (EEA), as those terms are defined in the GDPR.
- 14.2 The Collaborating University acknowledges and agrees that it is a "processor" of "personal data" and agrees to be bound by this clause and all requirements of the GDPR, which are incorporated by reference into this clause and as material terms of this agreement, and particularly it agrees that it will recognise and act upon all enforceable "data subject rights" and effective legal remedies for "data subjects" available pursuant to the GDPR.
- 14.3 The Collaborating University guarantees, represents and warrants that:
- (a) it is aware of and understands its obligations as a "processor" and otherwise under the GDPR;
  - (b) it has adopted a GDPR code of conduct and compliant

policy/program, a copy of which has been or will be provided to the University;

- (c) it will transfer or process (which includes "processing") "personal data" only in accordance with the GDPR or otherwise the University's instructions; and
- (d) with regard to its obligations under this agreement, it shall comply with all applicable requirements of the GDPR to the same extent as required by the University.

14.4 Each Institution shall indemnify and hold the other, its affiliates, directors, officers, and employees harmless from and against any claims, liabilities, losses, demands, suits, damages, penalties, fines, or costs arising from any actual or alleged violation of, or complaint, investigation or inquiry under, the GDPR by or in relation to the conduct of the Institution relating to unauthorised access, use or disclosure of Personal Information. This clause is a material term of this agreement and survives its expiry or termination.

## 15 Privacy

- 15.1 Each Institution must comply with the privacy laws applicable in the jurisdiction in respect of any Personal Information and must take all reasonable steps to ensure that Personal Information is protected against unauthorised access, use or disclosure.
- 15.2 If an Institution becomes aware of unauthorised access, use or disclosure of Personal Information that Institution

shall immediately notify the other Institution and use its best endeavours to minimise the unauthorised access, use or disclosure and take all reasonable action to prevent any further unauthorised access, use or disclosure of that or other Personal Information.

## 16 General Provisions

16.1 Neither Institution is by virtue of this Agreement, or for any purpose, an employee, partner or agent of the other party, or invested with any power or authority to bind or represent the other Institution.

16.2 This Agreement constitutes the entire agreement between the Institutions, and supersedes all prior communications, negotiations, arrangements and agreements, whether oral or written, with respect to the subject matter.

16.3 No agreement or understanding varying, extinguishing or extending this Agreement is legally binding unless it is in writing signed by on behalf of an Institution by a duly authorised representative.

16.4 Each Institution must do all things necessary to give full effect to this agreement and the transactions contemplated by this Agreement.

16.5 This Agreement may be executed in a number of counterparts and all such counterparts taken together constitute one and the same agreement.

Signed for and on behalf of )  
**James Cook University** )  
by Professor Chris Cocklin )  
Provost, being duly )  
authorised to sign )  
on behalf of the Institution )

**Signature** .....

**Date of signing**.....

Signed for and on behalf of )  
##### )  
by (XXXXXXXXXX) )  
being duly authorised to sign )  
on behalf of the Institution )

**Signature** .....

**Position** .....

**Date of signing**.....

## Appendix 1



### James Cook University GRADUATE RESEARCH SCHOOL Cotutelle Candidature Schedule

*Insert  
Partner  
Logo*

This Schedule is between James Cook University (JCU) (College of [JCU College/ Institute]) and [name of collaborating University] [collaborating University school name]. The Cotutelle Candidature Schedule ("the Schedule") pertains specifically to the course of study to be undertaken by [insert student name]. The Schedule is to be read in conjunction with the rules governing research higher degrees at JCU and the [rule name] governing [collaborating University degree program name] at [collaborating University].

This Schedule forms part of an overarching Cotutelle Agreement signed by JCU and the (collaborating University) and the terms and conditions of the that are incorporated into this Schedule. Where any inconsistency exists between the Cotutelle Agreement and the Schedule this Schedule shall prevail.

#### DETAILS OF SCHEDULE

1. STUDENT DETAILS	
Surname:	Student ID (JCU): Student ID ([Partner institution])
Given Names:	Title (Dr/Mr/Ms/Mrs):
Date of Birth:	Country of Residence:
Email Address:	Gender:
Title of research topic:	
Name of degree applied for at JCU:	

2. CANDIDATURE DETAILS	
Intended start date at JCU:	
Intended Thesis Submission Date at JCU:	
Intended start date at Collaborating University (or start date if already enrolled):	
Intended thesis submission date at Collaborating University:	
Language of Thesis (if other than English):	
Total budget required for the project:	

## 2.a. Time spent at each institution

The candidate will spend [insert amount of time] at JCU, Australia and [insert amount of time] at [partner institution].

3. JAMES COOK UNIVERSITY DETAILS	
College/Institute	
Discipline	
Primary Advisor	
Secondary Advisor	
Alternate Advisor	
Primary Contact person/ office for this cotutelle arrangement	

4. ##### DETAILS	
Primary Advisor	
Secondary Advisor	
Alternate Advisor	
Primary Contact person/ office for this cotutelle arrangement	

## 5. EXAMINATION

As per clause 5.1 (a) in overarching cotutelle agreement. Examination of the thesis will take place as follows: (Including specifying which party is responsible for payment of examiners)

## 6. PROPOSED VISITS BY PRIMARY ADVISORS/SUPERVISORS

As per clause 7.3 of overarching cotutelle agreement please list:

Number of Visits:

Institution responsible for the cost of the visit:

## 7. FUNDING

Please list any relevant Funding arrangements such as:

- Arrangements for living allowances (stipends) and travel support for the candidates and details of any industry scholarships
- Funding arrangements for supervisors/examiners (if applicable)
- Funding for the examination (if applicable)

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<b>8. SPECIAL CONDITIONS</b>
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<b>9. DECLARATION</b>
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<b>This Cotutelle Candidature Schedule is executed pursuant to the Cotutelle Agreement.</b>
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College Dean or Associate Dean of Research	<i>[Partner institution equivalent]</i>
PRINT NAME _____ Signature _____ Date            _____	PRINT NAME _____ Signature _____ Date            _____
Dean, Graduate Research School	<i>[Partner institution equivalent]</i>
PRINTNAME _____ Signature _____ Date            _____	PRINTNAME _____ Signature _____ Date            _____
Primary Advisor	<i>[Partner institution equivalent]</i>
PRINTNAME _____ Signature _____ Date            _____	PRINTNAME _____ Signature _____ Date            _____
Secondary Advisor	<i>[Partner institution equivalent]</i>

PRINTNAME _____ Signature _____ Date _____	PRINTNAME _____ Signature _____ Date _____
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Candidate

PRINTNAME _____ Signature _____ Date _____
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