



**MEMORANDUM OF AGREEMENT
("MOA")
JOINTLY-SUPERVISED INDIVIDUAL PHD PROGRAM**

Between the University of Victoria, Victoria, British Columbia, Canada, represented by its Dean of Graduate Studies or designate, and

The _____, _____,
(name of University) (location of University)

represented by its Dean of Graduate Studies or designate,
and

The _____
(name of student)

concerning

(name of student)

(date of birth)

PREAMBLE:

A. A jointly-supervised PhD is a qualification conferred upon a student upon the completion of a collaborative program established by the partner institutions. It is characterised by:

- meeting the admission and academic requirements of each university;
- an agreement regarding a home university;
- joint supervision;
- a single degree awarded for one PhD dissertation; and
- parchment(s) issued which indicate that there has been joint supervision.



B. Conforming to the regulations in force with respect to each of them in each country, the University of Victoria and the _____

(name of University)

(individually an "Institution" and collectively the "Institutions") agree to put into place a doctoral co-supervision program for:

(name of student)

This MOA covers the terms of the training that _____

(name of student)

will receive for the preparation of a dissertation in the area of _____

(Field of Study/Dissertation Title, Academic Unit)

co-supervised by:

for the University of Victoria

and _____

(names of Supervisors)

for the _____

(name of University)

ADMINISTRATIVE TERMS:

Article 1: Collaborative Program

The Institutions agree to jointly-supervise a single PhD degree for the Student who is participating in a collaborative program involving the Institutions (the "Collaborative Program").

Article 2: Home and Partner Universities

The home Institution will be the _____

(name of Home University)

The home Institution will be responsible for the overall administration of the Student's work and the final oral examination process. As different nomenclatures for PhD degrees exist

in different places, the Institutions agree that the jointly-supervised PhD degree shall be designated as _____

(insert name of degree)

Article 3: Registration & Fees

The Student will be registered in each Institution according to the terms and regulations specific to each of them. Personal details of the Student will be held by both Institutions to facilitate admission, registration, etc. It is the responsibility of the Student to keep personal information up to date with the Institutions. For day-to-day functions the local rules of the Institution in which the student is resident will apply.

The financial arrangements for fees, student support, and examination fees will be agreed to in this MOA. The terms of the following details must be included:

- to which Institution tuition fees will be paid;
- other fees for which the Student will be responsible at each Institution;
- office/laboratory space to be made available to the Student;
- library privileges available to the Student;
- examination fees (candidacy and final) that are the responsibility of the Student;
- program/academic advising available to the Student at each Institution; and
- other services optionally available to the Student and their associated costs.

Article 4: Jointly-Supervised Individual PhD Student Services at the Institutions

It is the responsibility of the Institutions to advise the Student of the requirements for, the provision of, and the costs associated with services such as:

- immigration assistance;
- employment;
- health insurance;
- housing;
- banking; and
- cultural transition services.

The party responsible to pay associated costs should be designated in the MOA.

Article 5: Term of the MOA

This MOA will start from the initial registration of the Student in a jointly-supervised individual PhD program and will finish when the Student is awarded the credential, unless terminated earlier in accordance with Article 13 below.

The length of time to be spent in each Institution will be according to the following schedule:

_____ of _____ : to be carried out in _____
(months) (Academic year 1) (name of University)

_____ of _____ : to be carried out in _____
(months) (Academic year 2) (name of University)

_____ of _____ : to be carried out in _____
(months) (Academic year 3) (name of University)

_____ of _____ : to be carried out in _____
(months) (Academic year 4) (name of University)

Article 6: Intellectual Property

Arrangements for the ownership, safeguarding and division of any intellectual property generated as a result of this agreement must be agreed between the Institutions in this MOA and where possible shall be consistent with established policies at each Institution, determined in writing at the outset. The University of Victoria's policy regarding intellectual property can be found at:

http://www.uvic.ca/shared/shared_usecc/docs/policies/GV0215_1180_.pdf.

Article 7: Personal Information

Each Institution agrees that it will collect, use, disclose and retain personal information only in accordance with the laws concerning protection of privacy and freedom of information applicable to them. Student consents to the sharing of the Student's personal information between the Institutions for purposes of the Collaborative Program in which the Student is enrolled.



PEDAGOGIC TERMS

Article 8: Academic supervision

Each Institution must provide an appropriate level of infrastructure support and capacity for continuity of supervision.

Appropriate supervisory arrangements must include, but are not limited to, the following:

- the names and CVs of the co-supervisors from each Institution;
- the names and CVs of the other supervisory committee members from each Institution;
- the timing and method by which the Student will have access to the co-supervisors and the committee as a whole;
- the method by which the co-supervisors will consult with respect to the Student's progress through the Collaborative Program; and
- the method by which the co-supervisors will report to the Student and to the respective Faculties of Graduate Studies regarding the Student's progress.

Article 9: Course Work Requirements

The Student shall satisfy the course work requirements as defined by both of the partner institutions. All course work requirements must be determined at the commencement of the Collaborative Program and detailed in this MOA.

Article 10: Dissertation Format, Candidacy and Final Examination

The home Institution will be responsible for the administration of the final oral examination of the dissertation.

Details regarding the candidacy examination(s) are to be determined at the commencement of the Collaborative Program and detailed in this MOA, and must include, but are not limited to the following:

- the institution responsible for the candidacy examination(s)
- names of those who will determine the Student's readiness to be examined for candidacy;
- by what point in the Student's program the candidacy exam(s) must be completed;



- the Student's requirements for candidacy exam(s) preparation (e.g. a report by the Student and what it must include, the format for examination and the names of those included in the examination process);
- name of the co-supervisor who will report to the Faculty of Graduate Studies on the outcome of the candidacy examination(s); and
- the number of times the Student may repeat the candidacy examination(s).

Details regarding the dissertation are to be determined at the commencement of the Collaborative Program and detailed in this MOA, and must include, but are not limited to the following:

- the format style;
- the language in which it will be written (typically that of the home Institution);
- if the languages of the Institutions differ, what is required in those languages to fulfil their registration requirements; and
- by what method(s) the final submission will be registered (e.g. UVicSpace).

Details regarding the final examination are to be determined at the commencement of the Collaborative Program and detailed in this MOA, and must include, but are not limited to the following:

- how and by whom it is to be determined that the Student is ready to go to final examination;
- number of external examiners and the terms of appointment (e.g. definition of arm's length);
- details outlining honoraria and travel expenses for external examiners and by whom they will be paid;
- names, roles and responsibilities of all those to be part of the final oral examination;
- by which method will the examining committee be present at the final examination (e.g. in person, by audio conferencing methods, etc.);
- where the examination will be held; and
- names of those responsible for re-reading and evaluating revisions to the defended dissertation.



Article 11: Graduation

The _____

(name of University)

and the _____

(name of University)

agree to award a joint PhD with the title of Doctor of Philosophy to Student if the Collaborative Program is completed and appropriate standards are met. The Student will normally graduate at the home Institution but may elect to graduate at a ceremony at the other Institution. The Student will normally be awarded a certificate from each institution, remarks will be included on the certificates to acknowledge the joint nature of the degree and the Institutions involved. Issuance of replacement parchments shall require the consent of the awarding Institution.

A decision to recommend the award of the degree of PhD by either Institution is not binding upon the other. Should only one Institution approve the awarding of the degree, then the degree will only be in the name of the awarding Institution.

Article 12: Official Registration of the Dissertation

The official registration of the above-mentioned dissertation will be carried out under the laws and the regulations binding on each Institution.

Article 13: Confidentiality

Any information identified as confidential by either Institution in relation to the Collaborative Program must be kept confidential and not be disclosed by the Institution receiving it unless required by law. This obligation applies during the term of this MOA and for three years thereafter, but shall not apply to information and material which is published or generally available, or, after disclosure to an Institution pursuant to this MOA is published or becomes generally available through no fault of the receiving Institution.

Notwithstanding the foregoing each Institution acknowledges that the other is subject to statutory requirements relating to freedom of information and that any obligation of confidentiality contained here is without prejudice to such requirements and the



Institutions shall co-operate with each other to ensure proper compliance with the statutory requirements.

Article 14: Duration of the Agreement

This MOA becomes effective from the date of signatures of the representatives of each of the Institutions and the Student and will be valid until the completion of the academic program. If the Student should withdraw from the Collaborative Program, or should the Institutions jointly decide not to allow the Student to continue in the Collaborative Program because of inadequate academic progress, the Institutions shall immediately terminate this MOA by a joint decision.

If the Student requests to continue toward completion at only one of the Institutions, this will be at the discretion of the Dean of Graduate Studies of that Institution, and following such determination this MOA would come to an end.

The Institutions agree that they will not terminate the MOA so long as the Student is progressing adequately through the Collaborative Program in accordance with this MOA.

Article 15: General

This MOA may be not assigned by any of the parties hereto.

Any dispute between the Institutions in respect of the Collaborative Program or this MOA shall be dealt with, in the first instance, by the authorized representatives of the Institutions. If the dispute remains unresolved, the Institutions agree to attempt to resolved the dispute by way of mediation. Unless they agree otherwise, the Institutions shall share equally the fees, costs and expenses relating to the mediation and each Institution shall pay its own expenses of preparing for and participating in the mediation.

This MOA may not be amended except in writing signed by the parties.

This MOA, including all schedules to it, is the entire agreement between the parties and supersedes any previous MOA between the Institutions in respect of the subject matter.



No failure or delay by any party to exercise any right, power or remedy in this MOA will operate as a waiver of it.

Each Institution has the right to conduct similar activities to those set out in this MOA with third parties.

This MOA may be executed in counterparts and by original or facsimile signature, all of such counterparts shall together form one MOA.

Signed,

Doctoral student

Date _____

Supervisor

of _____

(name of University)

Date _____

Supervisor

of _____

(name of University)

Date _____

Graduate Advisor

of _____

(name of University)

Date _____



Graduate Advisor

of _____

(name of University)

Date _____

Academic Unit Chair _____

of _____

(name of University)

Date : _____

Academic Unit Chair _____

of _____

(name of University)

Date _____

Dean of Graduate Studies _____

of _____

(name of University)

Date _____

Dean of Graduate Studies _____

of _____

(name of University)

Date _____