

# **Graduate School**

# HDR Candidate Collaboration Agreement to establish a Multi-Badged Degree

- A. NOTE: This is not an application form for PhD candidature.
- B. Please refer to the Multi-Badged Degree Policy for instructions on how to use this template and establish a HDR Multi Badged Degree.

ATTENTION MAC USERS: This form will be corrupted if opened in Preview

Please use Adobe Acrobat Reader to view and complete form.				
SECTION A:	AGREEMENT SCHEDULE	DETAILS		
PART 1:	TYPE OF AWARDS			
	Single Testamur	Multiple Testamurs	Cotutelle	
SECTION B:	CONTACT DETAILS			
PART 2:	CANDIDATE			
Family Name:		First Name:		
SCU Student ID:		Enrolled in:		
Status:		School:		
Home Institut	tion:			
Has the candidate applied for admission at the host institution?  YES  NO				
PART 3:	PART 3: SOUTHERN CROSS UNIVERSITY			
School/Special Research Centre Name:				
Principal Supervisor Name				
PART 4:	COLLABORATING INSTI	TUTION		
Primary Conta	act:	Institution:		
Telephone:		Email:		
Mailing Address:				
Proposed Supervisor:		Position:		
Supervisor Email:				

SECT	ION C: COLLABORATI	VE ARRANGEMENTS			
PART	5: COLLABORATI	ON DETAILS			
(i)	(i) Evidence of strategic value to SCU:				
(ii)	Evidence of existing or ongoing collaboration including existing agreements:				
(iii)	(iii) Evidence of standards at comparable or higher level than SCU (e.g ethics, governance)				
PART	6: CANDIDATURE	DETAILS			
(i) Research Topic Description (max 200 words)					
(ii) Proposed maximum length of candidature and any potential extensions (including % of coursework and research components):					
		Home:	Host:		
	Year 1				
	Year 2				
	Year 3				
	Year 4				
(iii) Language of Thesis					

(iv)	Language of examination reports			
If different to SCU, advise details of written examination. This includes any language different to English if that is not covered in the examination reports.				
If not in Eng	glish, advise details of responsibility for translation to English			
(v)	Oral Examination/Thesis defence required YES NO			
	please provide details of: Arrangements for the examination (location/form, responsibility for etc.). Attached as Appendix A if necessary			
(vi)	Details of supervision and arrangements for reporting on progress between institutions			
(-)				
(vii)	Evidence of comparable or higher levels of academic requirements to SCU (e.g. level of previous academic attainment) Attach as Appendix B if necessary			
	,			
(viii)	Evidence of comparable or higher levels of conditions of candidature management to SCU (e.g. grievance & appeal procedures). Attach as Appendix C if necessary.			
	grievance a appear procedures). Attach as appendix on necessary.			

(ix)	Intellectual Property Rights & Copyright arrangements (please refer here in the first instance or contact the Office of Research for advice on management of IP).			
(x)	Publication arrangements (please contact	the Office of Research for advice on publications)		
SECTION	D: FUNDING ARRANGEMENTS			
(i)	Tuition Fees			
Home Ins	titution:	Host Institution:		
(ii)	Examination Costs:			
Home Ins	titution:	Host Institution:		
(iii)	Scholarship/stipend & travel support fo	r candidate		
Home Ins	titution:	Host Institution:		
(iv)	Travel support for Supervisors			
Home Ins	titution:	Host Institution:		
(v)	Additional funding arrangements (reso	urces, etc.) for candidate		
Home Ins	titution:	Host Institution:		
SECTION	E: AWARD DETAILS			
(i) Na	nme of Award to be granted by SCU			
(ii) Name of Award to be granted by Collaborating Institution				
(iii) Design of the Award - certificates/testamurs/academic transcripts				

SECTION F:	SIGNATURES			
PART 7:	CANDIDATE			
Candidate:				
Signature:		Date:		
PART 8:	SOUTHERN CROSS UNIVERSITY – ENDORSEMENT & AF	PPROVAL		
Principal Supervisor:				
Signature:		Date:		
School Director HDR Training:				
Signature:		Date:		
Head of School	Head of School:			
Signature:		Date:		
PART 9:	COLLABORATING INSTITUTION – ENDORSEMENT & AF	PPROVAL		
Principal Supervisor:				
Signature:		Date:		
Approving Authority:				
Signature:		Date:		
PART 10:	SOUTHERN CROSS UNIVERSITY – AUTHORISATION			
Deputy Vice Chancellor (Research): or delegate				
Signature:		Date:		

# To submit this form:

- 1. All signatures are required.
- 2. Send the completed agreement as an attachment to an e-mail to manager.gradschool@scu.edu.au or hit the submit button

#### **TERMS AND CONDITIONS**

#### 1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless otherwise provided:

> The Agreement Schedule at the front of this Agreement **Agreement Schedule**

**Appendix** One or more documents appended to this Agreement to provide additional

detail in respect of information contained in the Agreement Schedule.

**Award** A degree, doctorate or other certificate conferred by SCU or the

Collaborating Institution(s).

Candidature Undertaking a course of study leading to a Multi Badged Degree as provided

by this Agreement.

Copyright Protection of the expression of ideals and information in certain forms

including writing, visual images, music and moving images and as provided in

Australia by the Copyright Act 1968 (Cth).

**Funding** Arrangements

Arrangements for funding of the Multi Badged Degree under Item 6 of the

Agreement Schedule.

**Intellectual Property** 

Rights

Rights arising from the development of a product of intellect including, without limitation:

patents, copyright, rights in circuit layouts, plan breeder's rights,

registered designs and trademarks; and

(b) any application or right to apply for registration of any those rights

**Multi Badged Degree** 

An Award jointly conferred upon a Student by SCU and the Collaborating Institution(s) following completion of the collaborative program between SCU and the Collaborating Institution(s) as outlined in this Agreement.

Notice (and by extension Notify or Notifying)

Any notice, approval, consent or other communication under or about this Agreement

**Principal Supervisor** An academic staff member of SCU and the Collaborating Institution(s) with

principal responsibility for supervising the Student's Candidature. For Higher Degrees by Research and Professional Doctorate Degrees, please see HDR Supervision policies <a href="http://policies.scu.edu.au/view.current.php?id=00170">http://policies.scu.edu.au/view.current.php?id=00170</a>

**Proposal** A detailed written proposal for a Multi Badged Degree according to SCU's

Multi Badged Degree Policy

http://policies.scu.edu.au/view.current.php?id=00181 and Course Planning and Approval Policy <a href="http://policies.scu.edu.au/view.current.php?id=00073">http://policies.scu.edu.au/view.current.php?id=00073</a>.

**Supervisory Panel** The panel constituted under Clause 2 of the Terms and Conditions. In this Collaboration Agreement, unless the contrary intention appears:

- (a) The singular includes the plural and vice versa;
- (b) Other grammatical forms of defined words and expressions have corresponding meanings;
- (c) A reference to a Clause, Item, Schedule or Appendix is a reference to a clause or item of, or schedule to, this Agreement and a reference to this Agreement includes its schedules and appendices.
- (d) A reference to a person includes a firm, body corporate, unincorporated association or authority;
- (e) A reference to a person includes that person's executors, administrators, successors, substitutes and assigns;
- (f) Where relevant, a reference to a party includes that party's directors, officers, employees, agents and contractors;
- (g) An agreement, representation, warranty, undertaking, covenant or indemnity given by or in favour of two or more persons binds them and is given or is for their benefit jointly and severally;
- (h) Headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (i) A reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney even if the obligation is to be performed elsewhere.

#### **COLLABORATION**

- A. SCU, the Collaborating Institution(s) and the Student have prepared a Proposal for Multi Badged Degree in accordance with the SCU Multi Badged Degree Policy.
- B. Based on the Proposal, SCU and the Collaborating Institution(s) have agreed to offer a Multi Badged Degree to the Student. The Student has accepted this offer.
- C. The Student's Candidature in the Multi Badged Degree will be conducted in accordance with the terms and conditions set out in this Collaboration Agreement.

### **GENERAL CLAUSES**

The conditions for enrolment, examination and Award are as follows:

- 1. The Student will enrol both at SCU and at the Collaborating Institution(s), and the enrolment will be subject to the Funding Arrangements set out in Part 6 Section D of the Agreement Schedule.
- 2. The Student will work under the direction and responsibility of a Supervisory Panel co-chaired by the Principal Supervisor in each of the SCU and the Collaborating Institution(s). Additional members to the Supervisory Panel may also be appointed by the SCU and the Collaborating Institution(s).
- 3. Where an appropriate Principal Supervisor becomes no longer available at SCU, and an appropriate alternative Principal Supervisor at SCU cannot be found, the Student's enrolment at SCU will be discontinued and SCU will give Notice that this Agreement is terminated, in accordance with Clause 17, with no affect upon continuing enrolment and candidature for an Award at the Collaborating Institution.
- 4. The legislation and policies of SCU and the Collaborating Institution(s) will apply to the Student unless otherwise stated in this agreement.
- 5. The length of time for the Candidature will be shared between the SCU and the Collaborating Institution(s) with a minimum of one third of the Candidature or 12 months (whichever is greater) to be undertaken at SCU. Please refer to Part 6 (ii) of the Agreement Schedule for specific details.
- 6. Intellectual Property and Copyright arrangements will be as agreed between the Parties and detailed at Part 6 (ix).
- 7. Unless otherwise provided at Part 6 (ix) of the Agreement Schedule, Copyright in the thesis produced by the Student will vest in the Student.

- 8. Publication arrangements will be as provided at Part 6 (x) of the Agreement Schedule.
- 9. The Student must satisfy the agreed academic requirements of SCU and the Collaborating Partner(s) as provided by Part 6 (vii) of the Schedule with SCU academic requirements providing the minimum standard. Where academic requirements at the Collaborating Institution(s) are not comparable or higher, the academic requirements of SCU will apply.
- 10. The Candidature will be managed in accordance with Part 6 (i) to (x) of the Agreement Schedule with SCU conditions of candidature management providing the minimum standard. Where conditions at the Collaborating Institution(s) are not comparable or higher the conditions of candidature management at SCU will apply.
- 11. The Candidature is to be examined in accordance with Part 6 (iii) to (v) of the Agreement Schedule. Where conditions at the Collaborating Institution(s) are not comparable or higher the conditions examination management at SCU will apply.
- 12. The Student will write any thesis in [English/other language]. The Student will provide a summary in [other language/English]. If any thesis and summary are written in a language other than English the Student will provide a summary of not less than 5000 words and bear the cost of official translation.
- 13. Upon successful completion of the Candidature, SCU and the Collaborating Institution(s) will award the Student the Award set out at Part 6 Section E of the Agreement Schedule
- 14. The Award certificates/testamurs/academic transcripts must state that that the Award was undertaken as a consequence of a Multi Badged Degree between SCU and Collaborating Institution(s).
- 15. The Student will be responsible for arranging social security cover for stays at each of the two institutions, as well as health and travel insurance valid in both countries prior to the commencement of their studies. The Student will also need to meet the visa requirements applicable in each country.
- 16. The Term of this Agreement until the Student enrolled in the Multi Badged Degree has completed the program or as otherwise agreed by Notice signed by all parties.
- 17. The Agreement may be terminated on thirty (30) days written Notice from SCU in accordance with Clause 4.
- 18. Agreement may be terminated by a party on (six) 6 month's written notice to the other parties, or immediately if a party is in default or in breach of any provision under this Agreement provided that the aggrieved party has first given thirty (30) days notice of its intention to terminate this Agreement to the other parties and the default or breach has not been remedied in that time by the party or parties in default.