|  |
| --- |
| **JOINT DOCTOR OF PHILOSOPHY (L74/L81) CANDIDATE AGREEMENT** |

This **JOINT DOCTOR OF PHILOSOPHY (PhD) AGREEMENT** is made on the …… day of ……………… 20 ……

**BETWEEN**

**EDITH COWAN UNIVERSITY** (ABN 54 361 485 361) of 270 Joondalup Drive, Joondalup in the State of Western Australia

and

**[INSERT UNIVERSITY]**

(*Home Institution*) and (*Host Institution*)seek to establish a Joint PhD Program for *(insert name of candidate)* as supported by the Memorandum of Understanding dated (insert date).

The Program allows the candidate to undertake a PhD jointly provided by the two Institutions, hereafter referred to as the Home and Host Institutions. The ‘Home’ Institution refers to the institution that the candidate is first affiliated with or enrolled at; the ‘Host’ Institution refers to the collaborating institution that the candidate travels to, to undertake part of his/her studies.

The candidate will be accepted into candidature at both institutions. Research undertaken by the candidate will be conducted in accordance with the PhD regulations of both institutions. Upon completion of the degree requirements, the candidate will be awarded a single degree issued by both institutions.

The degree will be evidenced by a testamur from each institution and will contain the following expression: “*Conferred as a single degree under a Joint PhD Program between [name of Home Institution] and [name of Host Institution]”.*

The purpose of this Agreement is to clarify the arrangements agreed upon by both institutions for this particular candidate.

|  |  |  |
| --- | --- | --- |
| 1. **Candidate Details** | | |
| Candidate name: |  | |
| Date of birth: |  | |
| Address: |  | |
| Telephone: |  | |
| Email address: |  | |
| Country of Citizenship: |  | Australian Permanent Resident:  Yes  No |
| ECU student number (If known): |  | |

|  |  |
| --- | --- |
| 1. **Institutions** | |
| **Name of Home Institution:** |  |
| Date of commencement at Home Institution: |  |
| School/Academic Unit: |  |
| Home Institution Supervisor(s):  *[At least one supervisor must be from the Home Institution]* | Name:  Title:  Email: |
| Home Institution School/Academic Unit Head or Associate Dean (Research) | Name:  Title:  Email: |
| Designated Authorised Officer for the Home Institution  *[This will generally be the Dean of the Graduate Research School or nominee at the Home Institution]* | Name:  Title:  Email: |
| **Name of Host Institution:** |  |
| Date of commencement at Host Institution: |  |
| School/Academic Unit: |  |
| Host Institution Supervisor(s):  *[At least one supervisor must be from the Host Institution]* | Name:  Title:  Email: |
| Host Institution School/Academic Unit Head or Associate Dean (Research) | Name:  Title:  Email: |
| Designated Authorised Officer for the Host Institution:  *[This will generally be the Dean of the Graduate Research School or nominee at the Host Institution]* | Name:  Title:  Email: |

|  |  |
| --- | --- |
| 1. **ProposedResearch** | |
| Research title: |  |
| Research summary/overview: |  |
| Has the research previously completed/obtained Confirmation of Candidature? | Yes – the candidate is required to submit evidence to ECU  No |
| Rationale for/benefits to be gained through this Joint PhD candidature: |  |
| Arrangements to ensure effective communication between both supervisory teams and the candidate (*e.g. how will the* candidate *communicate with supervisor(s) at the host institution while active at the home institution, and vice-versa)*: |  |
| Arrangements for the review of the candidate’s progress:  *[Compliance with ECU confirmation and annual review process is mandatory. This section must outline the details of the review, and if progress is deemed unsatisfactory, how a decision on the* candidate*’s candidature will be reached.* |  |

|  |  |
| --- | --- |
| 1. **Allocation of Time between Institutions** | |
| The candidate will divide his/her candidature between the Home and Host Institutions. A minimum of 12 months must be spent at each Institution.  The expected periods to be spent at each institution are as follows:  *Note: These are proposed dates and can be changed by written agreement.* | |  |  | | --- | --- | | Period | Home or Host Institution | | *From* ...../....../20... *to*  ...../....../20... |  | | *From* ...../....../20... *to*  ...../....../20... |  | | *From* ...../....../20... *to*  ...../....../20... |  | | *From* ...../....../20... *to*  ...../....../20... |  | |

|  |  |
| --- | --- |
| 1. **Funding Arrangements** | |
| Is the candidate currently receiving or applying for any PhD scholarship? | Yes  No |
| Name of Scholarship |  |
| Awarding Body |  |
| Amount of Scholarship |  |
| Administering Institution |  |
| During the Joint Candidature, the following special arrangements (if any) apply to the funding of the candidate’s scholarship entitlements. May include stipend payment schedule, Overseas Student Health Cover, Australian visa application fees, etc. |  |
| During the Joint Candidature, the following special arrangements (if any) apply to the funding of the candidate’s additional expenses. May include tuition fees, relocation expenses, research expenses, etc. |  |

|  |  |
| --- | --- |
| 1. **Submission and Examination Arrangements** | |
| The following arrangements apply to the submission of the thesis, including any requirements for completion seminars/thesis examination/oral defence, etc.  [*Compliance with ECU examination requirements is mandatory; i.e., exam to include thesis and oral defence both in English.]* |  |
| The following arrangements apply to costs related to thesis and oral examination: |  |

|  |  |
| --- | --- |
| 1. **Intellectual Property Agreements** | |
| The following arrangements apply to the allocation of intellectual property between the Host Institution and the Home Institution in relation to the Joint Candidature: |  |

|  |  |
| --- | --- |
| 1. **Special Arrangements** | |
| The following special arrangements or requirements (if any) have been agreed for this candidature (e.g., data management/storage): |  |

|  |  |
| --- | --- |
| 1. **Ethics** | |
| All research carried out at ECU is governed by the [Australian Code for the Responsible Conduct of Research (2018)](https://www.nhmrc.gov.au/guidelines-publications/r41).  Any research involving humans will be required to undergo review and approval from a [National Health and Medical Research Council (NHMRC)](https://www.nhmrc.gov.au/) registered Human Research Ethics Committee, in line with [The National Statement on Ethical Conduct in Human Research](https://www.nhmrc.gov.au/book/national-statement-user-guide-0).  Any research involving animals will be required to undergo review and approval from an NHMRC registered Animal Research Ethics Committee, in line with the [Australian Code for the Care and Use of Animals for Scientific Purposes (2013)](https://www.nhmrc.gov.au/guidelines-publications/ea28).  Any research that has been previously reviewed by an institution other than ECU must be reviewed and assessed by ECU to determine: implications of the research for ECU, monitoring conditions if required, and/or whether additional review/approval by ECU is required. | |
| Does the research involve **human** participants/samples/data and/or the use of **animal**s?  *[includes any research activities involving humans (including but not limited to collecting tissue or bodily fluid samples, previously collected confidential data, face-to-face interviews, observations, focus groups), and live non-human vertebrates and cephalopods.]* | Yes No – if the research project does not involve humans and/or animals, the candidate is required to complete a Proportional Review Checklist through the [Research Ethics Management System (REMS)](https://web.powerapps.com/webplayer/app?hidenavbar=true&appId=%2fproviders%2fMicrosoft.PowerApps%2fapps%2f4b6e49b1-5b36-43e0-91d5-00044eedb08b) before any collection of research data for the PhD. |
| **If YES**: Has the research received ethics review and approval from an NHMRC registered Human or Animal Research Ethics Committee? | Yes – the candidate is required to submit evidence to the ECU Research Ethics Office in line with the requirements for [Multicentre Research Projects](https://intranet.ecu.edu.au/research/research-ethics/human-ethics-applications/applying-for-ethics-approval) or, where appropriate, Section 4.8 of the National Statement ([Research Conducted Overseas](https://www.nhmrc.gov.au/book/chapter-4-8-people-other-countries)). No – the candidate is required to submit an [Application for Ethics Approval](https://intranet.ecu.edu.au/research/research-ethics/human-ethics-applications/applying-for-ethics-approval) via ECU’s [Research Ethics Management System (REMS)](https://web.powerapps.com/webplayer/app?hidenavbar=true&appId=%2fproviders%2fMicrosoft.PowerApps%2fapps%2f4b6e49b1-5b36-43e0-91d5-00044eedb08b) as part of [ECU’s Confirmation of Candidature](http://intranet.ecu.edu.au/research/for-research-students/research-journey/confirmation-of-candidature) before any collection of research data for the PhD. |

|  |
| --- |
| **DECLARATION AND ENDORSEMENT** |
| I have read this Joint PhD Candidate Agreement and agree to abide by these conditions. |

|  |  |  |
| --- | --- | --- |
| **SIGNED** by NOMINATED Candidate:    Name  (BLOCK LETTERS) | | |
| Date |  | Signature |
| **SIGNED** by THE HOME INSTITUTION nominated supervisor:    Name  (BLOCK LETTERS) | | |
| Date |  | Signature |
| **SIGNED** by **THE HOST INSTITUTION** nominated supervisor:    Name  (BLOCK LETTERS) | | |
| Date |  | Signature |
| **SIGNED** by THE HOME INSTITUTION School/Academic unit head or associate dean (research):    Name  (BLOCK LETTERS) | | |
| Date |  | Signature |
| **SIGNED** by **THE HOST INSTITUTION** School/Academic unit head or associate dean (research):    Name  (BLOCK LETTERS) | | |
| Date |  | Signature |

|  |  |  |
| --- | --- | --- |
| **EXECUTED as an Agreement** | | |
| **EXECUTED** by THE HOME INSTITUTION AUTHORISED OFFICER:    Name  (BLOCK LETTERS) | | |
| Date |  | Signature |
| **EXECUTED** by THE HOST INSTITUTION AUTHORISED OFFICER:    Name  (BLOCK LETTERS) | | |
| Date |  | Signature |

|  |
| --- |
| **TERMS AND CONDITIONS** |

# Admission to Program

The Institutions agree that:

1. participation will be dependent upon the availability of appropriate supervision, resources and facilities at both institutions;
2. each Institution reserves the right to make final judgements on the admissibility of each candidate nominated for entry into the Program; and,
3. all candidates must satisfy the usual entry and admission requirements/criteria of the relevant Institutions.

# Joint Candidature

The Institutions agree that:

### the candidate can be admitted into a joint PhD at any time of their enrolment at the Home Institution provided he/she can satisfy *Allocation of Time between Institutions* conditions;

### on approval of this Agreement, the candidate will be deemed to have been a Joint PhD candidate from the date of commencement at the Home Institution;

* 1. while at the Host Institution, the candidate will have the rights and privileges enjoyed by other PhD candidates at the Host Institution (including access to the full range of services provided to all its PhD candidates).

# Allocation of Time between Institutions

The Institutions agree that:

### a minimum of 12 months must be spent at each Institution;

### the candidate will be registered in load bearing at only one institution at any one time and during that period maintain a zero-credit point load at the other institution; and,

### the final determination of load and percentage of the completion reported by each Institution will be calculated on the basis of the proportion of active enrolment in each Institution for the period of the Joint Candidature.

# Application of Rules and Regulations

The Institutions agree that:

### the candidate is required to comply with the statutes, regulations, policies, procedures and guidelines of the Home and Host Institutions, includingallthe rules and regulations pertaining to enrolment in the Degree of Doctor of Philosophy at each Institution as well as to those pertaining to probationary candidature and confirmation of candidature,

### where it is not possible to comply with the rules and regulations of both institutions, the rules and regulations of ECU will prevail to the extent of any inconsistency. This provision also includes leave of absence, study away, change of supervisor, maternity /paternity leave, required progress reviews and extensions, lapse or withdrawal from candidature, grievance and appeal, termination, and research or academic misconduct;

### in the event of an accusation of general (non-academic) misconduct, the procedures of that Institution would apply; and,

### the Authorised Officer from the institution where issues arise should notify his/her counterpart at the other institution of the events underway.

# Supervisors

### 

### The Institutions agree that:

### a joint supervision arrangement shall operate whereby supervisors are appointed from both the Home and Host Institutions. Additional associate supervisors from either institution may be appointed as appropriate;

#### in the event that a supervisor is unable to continue in their role, the relevant institution will make timely alternative arrangements for the candidate’s supervision;

#### the supervisors specified in Clause 2 of the Agreement are the candidate’s supervisors during the Joint Candidature;

#### the Authorised Officers specified in Clause 2 of the Agreement will be responsible for agreeing and approving any changes to the candidate’s supervisors during the Joint Candidature, as required, and for ensuring smooth supervision arrangements at their respective institutions during the Joint Candidature; and,

#### the Home and Host Institution policies and procedures relating to supervision responsibilities and replacement, training and accreditation, and load will apply respectively to supervisors/supervision at the Home and Host Institution during Joint Candidature.

# Scholarships, Revenues and Expenses

The Institutions agree that:

### scholarships will be funded and administered by the awarding institution;

### scholarships will comply with the conditions/rules/regulations of the awarding institution;

### confirmation of the availability of adequate financial support for the candidate during candidature is required prior to enrolment including scholarship or other living expenses support, availability of and conditions of funding for travel and conference participation, research-related expenses, etc. These arrangements are as specified in Clause 5 of the Agreement;

### all candidates will be responsible for the following:

* + 1. transportation to and from Host Institution;
    2. room and board expenses;
    3. incidental fees and charges, if applicable;
    4. textbooks, clothing and personal expenses; and,
    5. all other debts and incidental expenses incurred during the course of the Joint PhD Program;

### for domestic/Australian Agreements, the Institutions agree that the revenues (load and completion) received in respect of the Joint Candidature will reflect the actual proportions of time spent by the candidate at each Institution; and,

### with the exception of scholarship stipends and other funding and expense arrangements as specified in Clause 5 and 6 of the Agreement, the Institutions agree to pay their own costs and disbursements in respect of the Joint Candidature. There will be no reallocation of, or compensation for, costs incurred, whether direct or indirect, between the Institutions.

# Intellectual Property, Authorship and Data Management

The Institutions acknowledge that any intellectual property developed by the candidate during the Joint Candidature shall remain the property of the candidate (or where relevant, their employer), unless alternative arrangements are agreed on in Clause 7 of the Agreement.

The Institutions agree that:

### intellectual property, copyright procedures and data management of the Home Institution shall form the basis of the arrangements in place for each candidate and any departures from these should be clearly articulated in Clause 7 and 8 of the Agreement; and,

### authorship and publication matters should follow the protocols of the Home Institution, although the candidate will be required to indicate their affiliation with both institutions on any published works.

# Submission and Examination of Thesis

The Institutions agree that:

### there shall be one examination process unless special arrangements are specified in Clause 6 of the Agreement;

### submission and examination of thesis will be conducted according to ECU rules and regulations (in particular, the thesis must be submitted, examined and orally defended in English);

### the candidate will provide the Host Institution with a digital copy of the final thesis; and,

### unless specified in Clause 6 of the Agreement, thesis examination costs will be equally shared by the Home and Host Institutions.

# Australian Higher Education Graduation Statement (AHEGS)

### The Institutions agree that a common description of the candidate’s engagement in this joint PhD program will be included on AHEGS issued by both institutions where applicable.

# Reporting of Completion Monies

### The Institutions will be responsible for reporting their share of the completion of the award to their relevant funding bodies.

# Coordination of the Agreement

### The Institutions agree to exchange with each other all relevant information and reports pertaining to the Joint Candidature.

### The Authorised Officers specified in Clause 2 of the Agreement will be responsible for the coordination of this Agreement between the Institutions.

# Dispute Resolution and Alteration of this Agreement

### The Institutions agree that:

### if any dispute arises between the Parties in relation to this Agreement, the Parties shall endeavour to resolve that dispute by negotiation in good faith;

### if the dispute is not mutually resolved within thirty (30) days of a Party serving on the other Party a written dispute notice, each Party must nominate one senior representative who shall meet as soon as practicable for the purpose of endeavouring to resolve the dispute;

### if the said senior representatives cannot resolve the dispute then either Party may, by written notice to the other, require that the matter be referred to mediation. The costs of Party shall be borne by that Party and the costs of the mediator shall be borne by both Parties in equal shares;

### the provisions of this clause shall not preclude a party from seeking urgent interlocutory relief in a court of competent jurisdiction; and,

### this Agreement may be amended by written agreement between the Home Institution and the Host Institution but it must remain in substantially the original form and comply with all institutional-level agreements between the institutions.

# Termination

### The Institutions agree that:

### each Candidate Agreement terminates if:

### the candidate fails to meet Confirmation of Candidature at both the Home and Host Institution;

### the candidate withdraws, is suspended or terminated from the Degree of Doctor of Philosophy at either the Home Institution or the Host Institution;

### the candidate is conferred the degree of Doctor of Philosophy at each of the Home Institution; or,

### the Home Institution and the Host Institution agree in writing to terminate.

### upon termination of the Joint Candidature, a candidate may, subject to the agreement of the relevant institution, retain candidature at that institution and must relinquish their candidature at the other institution.