**JOINT AGREEMENT FOR DUAL DOCTORAL DEGREE PROGRAM**

**between**

**[University]**

**and**

**The Regents of the University of Colorado (USA)**

This Joint Agreement (“Agreement”) is made by and between the [University] (“\_\_\_”) in accordance with the laws of higher education in [Country], and the Regents of the University of Colorado, a body corporate, acting on behalf of the University of Colorado Boulder (“UCB”), in accordance with the laws of the United States and the State of Colorado. “\_\_\_” and UCB are sometimes jointly referred to as the “parties” or the “institutions.”

**WHEREAS**, the parties hereto wish to enter into an exchange of their students as a means of supporting the concept of study in another culture and asserting the importance of individual growth and development as well as in the promotion of the appropriate transfer of knowledge and technology, the promotion of mutual understanding between [country] and the United States, and the promotion of world peace; and

**WHEREAS**, both parties agree that this Dual Degree Program will be in the best interest of their institutions and will encourage and support their educational missions; and

**WHEREAS**, the general purpose of this Agreement is to promote academic and scientific cooperation between the institutions by establishing a Dual Degree Program under which students may be admitted to both instituions and take course work in both institutions on a coordinated basis, leading to the award of the degrees of PhD in the [department] programs at UCB and of PhD in [department] programs at “\_\_\_” respectively.

**NOW, THEREFORE,** the parties agree to the following agreement of cooperation, representing a particularly promising means for research development, for international mobility and for strengthening the research cooperation between the two Universities involved, with the following terms:

**Article 1 – Objectives**

The parties hereby agree to establish a Dual Degree Program under which graduate students enrolled at each institution may be admitted to the Dual Degree Program and take course work at both institutions on a coordinated basis, leading to the award of the degrees of PhD in the [department] at UCB and of PhD in [department] at “\_\_\_”, respectively.

**Article 2 – General conditions**

1. The academic units involved in this Agreement are the [department] at “\_\_\_” and the [department] at UCB.
2. UCB graduates who are in the [department] program and “\_\_\_” graduates who are in the [department] program may apply for and be eligible for admission into the Dual Degree Program. Candidates must seek and be granted admission into both institutions in order to be admitted into the Dual Degree Program.
3. If a candidate is admitted, UCB will enroll the student in the [department] PhD program, and “\_\_\_” will enroll the student in the [department] PhD program.
4. In general, the time to PhD degree will be 3 - 5 years of which a minimum of 18 months will be spent at UCB and a minimum of 18 months will be spent at “\_\_\_”.
5. Each institution shall confirm that a student has completed all degree requirements at that institution before the institution awards a degree. Each institution agrees to allow certain modifications to its general PhD requirements: in particular, each student must carry out a substantive research project that includes a faculty advisor at each institution and cooperation on the research between the two institutions. The resulting work will then be written up as a Ph.D. dissertation that must be reviewed and accepted by committees at both institutions, and submitted at each institution as required. Subject to its own discretion, an institution may award a degree to a student even if the student withdraws from the dual degree program and the other institution does not award a degree.
6. After the student has fulfilled all degree requirements at both institutions, UCB will award the student a PhD in [department], and “\_\_\_” will award the student a PhD in [department].
7. The procedure of enrolment, examination and the conditions for joint research program will be governed by the regulations of each institution. Admission decisions will be made in accordance with the procedures followed at each institution including both academic and language requirements. Students shall be subject to the policies of each institution in which the student is enrolled. Each institution shall have the authority to discipline a student pursuant to the institution’s policies.

**Article. 3 – Supervision**

1. Each institution will appoint a supervisor for each Dual Degree Program student, in order to monitor and help the doctoral student in carrying on the research activities and ensuring appropriate enrolment requirements.
2. Each institution shall require students admitted into the Dual Degree Program to agree to abide by the requirements established at each institution, including those requirements pertaining to minimum credit-hours, grade point average, examinations, and thesis defense required for the PhD degree for which they have applied.

**Article. 4 –Number and selection of students**

The parties shall agree to the number of students to be admitted to the exchange each year and the total enrolment. The student selection will be made by each institution and will include consideration of academic standing and English and [other language, if required] language skills.

**Article 5 – Financial conditions**

1. For the periods spent in each institution, each institution will require doctoral students to register in academic programs and pay the tuition and fees where enrolled. The other institution may also enroll and require a student to pay fees.
2. Neither institution will assume any expenses on behalf of students, including expenses for travel and accommodation. Each institution will guide students on ways to make economical travel and lodging arrangement during their residency at that institution.
3. Each institution shall require students to show proof of health insurance meeting federal, state, and institutional requirements before assuming their residency at each institution.
4. Each institution will endeavor to support its graduate students during their residency at the host institution.
5. The signing of this agreement does not entail any financial obligation by the parties and no payments will be made between the two institutions.

**Article 6 – Program representatives**

The persons responsible for the program at both institutions shall communicate at least once a year in order to:

* review the effectiveness of the teaching and research programs;
* examine the academic results achieved by the students in the context of the Universities’ collaborative efforts; and
* propose further actions

**Article 7 – Intellectual property rights and publications**

All foreground intellectual property rights and any associated rights (IP) conceived of by a student will be managed in accordance with the specific policies and regulations governing the institution at which the intellectual property was first conceived.  Notwithstanding the foregoing, ownership of any IP generated by “\_\_\_” students while the “\_\_\_” students are enrolled at UCB, shall be governed by UCB’s Administrative Policy Statement 1013 “Intellectual Property Policy on Discoveries and Patents for their Protection and Commercialization.”  Similarly, ownership of any IP generated by UCB students while the UCB students are enrolled at “\_\_\_” shall be governed by “\_\_\_”’s intellectual property policy.

Both UCB students and “\_\_\_” students have the right to publish or otherwise publicly disclose all information and results generated or gathered by the student during the completion of the program at either institution.  UCB will require that UCB students agree to send a copy of any proposed academic publications (including conference presentations, thesis, etc.) based on their research conducted at “\_\_\_” to their “\_\_\_” supervisor prior to final submission for publication or other public disclosure.  “\_\_\_” will require that “\_\_\_” students agree to send a copy of any proposed academic publications (including conference presentations, thesis, etc.) based on their research conducted at UCB to their UCB supervisor prior to final submission for publication or other public disclosure.  In the event the research conducted by “\_\_\_” students at UCB is funded by a third-party (“Sponsor”), “\_\_\_” will require that the “\_\_\_” students agree to submit a copy of any proposed publications concerning such research to Sponsor for review at least thirty (30) days prior to final submission for publication or other public disclosure (this provision applies regardless of whether the “\_\_\_” student is at UCB or “\_\_\_” at the time of publication submission). Should Sponsor determine that the proposed publication contains patentable subject matter requiring patent protection, “\_\_\_” will require that the “\_\_\_” student shall delay publication for a period of time not to exceed an additional thirty (30) days for the purpose of allowing the filing of patent applications. Additionally, the institutions agree to require students to remove confidential information from publications should Sponsor identify any Sponsor-owned confidential information in the proposed publication which an institution is bound to keep confidential.

Each institution acknowledges that the rights and licenses granted in this Agreement are limited to the scope expressly granted. No other license rights to background or foreground IP shall be created or conveyed by implication, estoppel or otherwise. Each institution reserves all rights not expressly granted to the other party expressly in this Agreement.

**Article 8 – Effective date and duration**

This Agreement shall become effective on the date it has been signed by the responsible institution authorities whose names appear below. It will continue in effect, unless terminated as described below, for three years, and may be renewed for an additional three years if both parties agree on renewal in writing. This Agreement may be amended by the mutual written consent of the parties hereto.

**Article 9 -Termination**

Either party may terminate this agreement with or without cause by providing the other party with prior written notice of at least one hundred eighty (180) days after the date the written communication of the termination is received by the other party. In the event of a termination, in the absence of another agreement by the parties, students admitted to a Dual Degree Program shall be permitted to complete the academic year in which the termination occurred.

**Article 10 – Non-discrimination**

The parties agree that no person shall on the grounds of race, color, national origin, sex, pregnancy, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy, be excluded from participation under the terms of this agreement.

**Article 11 – Regulations and drocedures, transfer credit**

The exchange of persons shall comply with all the regulations and procedures in force at both institutions and in both countries.

In particular, with regard to Transfer of Credit issues, neither institution shall accept the transfer of credit for courses or thesis/dissertation hours which will be used toward the degree at the other institution.

Students in the program shall comply with all immigration laws of the host country and obtain the appropriate visa for their studies.  Each institution shall assist admitted student with that process to the extent practicable.

**Article 12 – Counterparts**

This Agreement may be executed in as many counterparts as is necessary or convenient each of which shall be deemed an original but all such counterparts shall constitute but one and the same agreement; however, the parties understand and agree that only English-language counterparts shall be in effect and control. Facsimile and electronically scanned signatures on this Agreement shall have the same force and effect as an original signature.

**Article 13 – Governmental immunity**

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §§ 24-10-101 et seq., or the Eleventh Amendment of the United States Constitution as applicable now or hereafter amended.

**Article 14 – Independent contractor**

In the performance of this Agreement, neither party is authorized or empowered to act as agent for the other party. Neither party shall be bound by the acts or conduct of the other.

**Article 15 – Administrative costs**

In the administration of this Agreement, each party shall be responsible for its own expenses.

**Article 16– Contact information**

Correspondence about this Agreement shall be addressed to the following:

|  |  |
| --- | --- |
| **For “\_\_\_”:** | **For UCB:** |

**Article 17 – Confidentiality of student records**

Each party shall maintain the confidentiality of student records as required by the Family Educational Rights and Privacy Act (FERPA) 20 USC § 1232g.

**IN** WITNESS WHEREOF, the parties have executed this Agreement and/or authorize the same to be executed by their duly authorized representatives as of the date shown below the representative's signatures; said agreement to become effective as of that later date.

**For [University]**

[Name] Date

[Title]

**For the Regents of the University of Colorado, a body corporate,**

Philip P. DiStefano Date

Chancellor

[Name] Date

Dean, [Unit]