

DUAL INTERNATIONAL GRADUATE DEGREE TEMPLATES AND POLICY QUESTIONS FOR MARCH 6, 2018, DEANS' COUNCIL DISCUSSION

Note: Because of recent interest from departments and schools/colleges in developing dual international master's degree programs, the Graduate School proposes to separate the current dual international graduate degree template into two separate templates, one for dual international master's and one for dual international PhD programs. Existing dual international degree programs have been at the PhD level.

Having discussed dual international master's degrees with the Graduate School's Executive Advisory Council, whose members are representative of CU Boulder's schools and colleges, we at this time request feedback from Deans' Council on the proposed master's transfer credit policies highlighted in yellow on pp. 2 and 4. Green highlighting on pp. 7 and 9 shows existing policy for PhD programs.

JOINT AGREEMENT FOR DUAL MASTER'S 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 by establishing a Dual Degree Program under which students may be admitted to both

institutions and take course work in both institutions on a coordinated basis, leading to the award of the degrees of **Masters** in the [department] programs at UCB and of **Masters** 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 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 **Masters** in the [department] at UCB and of **Masters** in [department] at “___”, respectively.

ARTICLE 2 – GENERAL CONDITIONS

A. The academic units involved in this Agreement are the [department] at “___” and the [department] at UCB.

B. 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.

C. Admitted candidates will be enrolled in the [department] **Masters** program at UCB and in the [department] **Masters** program at “___”.

D. In general, the time to **Masters** degree will be 2.5 – 3 years of which a minimum of 12 months will be spent at UCB and a minimum of 12 months will be spent at “___”.

E. Students must fulfill all the requirements and regulations of the applicable **Masters** program at both institutions. Students may combine a thesis plan in one degree with a non-thesis plan in the other, or two non-thesis plans, but should not complete two thesis plan degrees as part of this agreement.

F. After fulfilling all requirements, the student will be awarded the **Masters** in [department] at UCB and the **Masters** in [department] at “___”.

G. “___” students wishing to apply for the Dual Degree program shall complete and file an application with UCB. UCB students wishing to apply for the Dual Degree program shall complete and file an application with “___”.

H. The procedure of enrollment, 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.

ARTICLE. 3 – SUPERVISION

A. A supervisor for each institution will be appointed, in order to monitor and help the **Masters** student in carrying on the research activities and ensuring appropriate enrollment requirements.

B. All students admitted into the Dual Degree Program must agree to abide by the requirements established at each institution with regard to minimum credit-hours, grade point average, and examinations required for the **Masters** degree for which they have applied. At the end of period the **Masters** student will defend the final thesis in accordance with the regulations of both institutions.

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

A. For the periods spent in each institution, **Masters** students will register in academic programs and pay the tuition and fees where enrolled. Students will also be enrolled and pay fees as required by the regulations of the other institution.

B. Students will assume all 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.

C. Students will be required to show proof of health insurance meeting federal, state, and institutional requirements before assuming their residency at each institution.

C. Each institution will do its best to support its graduate students during their residency at the host institution.

E. 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

The intellectual property rights, the use and the protection are safeguarded in accordance with the specific regulations of institutions involved in this cooperation agreement. Notwithstanding the foregoing, ownership of any IP generated by “___” students while the “___” students are 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 at “___” shall be governed by “___”’s intellectual property policy.

Both UCB and “___” students have the right to publish or otherwise publicly disclose information and results gained in the course of their time spent at the respective institutions. 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. “___” 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”), 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, 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.

ARTICLE 8 – EFFECTIVE DATE AND DURATION

This Agreement shall become effective on the date it has been signed by the responsible University 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 PROCEDURES

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, UCB will allow the transfer of 9 semester hours from the international institution to be used toward the masters degree at UCB. Courses must meet all Transfer of Credit standards and be approved by the department and the Graduate School in order to be transferred. Thesis hours may not be transferred.

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 possible.

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 Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., 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:

Office of International Education
University of Colorado Boulder
123 UCB
Boulder, CO 80309-0123
USA
Tel: +1 303 492 6016
FAX: +1 303 492 5185

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]

[Title]

[Name]
[Title]

Date

Date

[Name]

**FOR THE REGENTS OF THE UNIVERSITY OF
COLORADO, A BODY CORPORATE,**

Dr. Philip P. DiStefano
Chancellor

Date

Dr. Ann Schmiesing

Dean, The Graduate School
Vice Provost for Graduate Affairs

Date

Reviewed for legal sufficiency,

University Counsel

Date

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 by establishing a Dual Degree Program under which students may be admitted to both institutions 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 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

A. The academic units involved in this Agreement are the [department] at “___” and the [department] at UCB.

B. 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.

C. Admitted candidates will be enrolled in the [department] **PhD** program at UCB and in the [department] **PhD** program at “___”.

D. 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 “___”.

E. Students must fulfill all the requirements and regulations of the applicable **PhD** program at both institutions. 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.

F. After fulfilling all requirements, the student will be awarded the **PhD** in [department] at UCB and the Masters or **PhD** in [department] at “___”.

G. “___” students wishing to apply for the Dual Degree program shall complete and file an application with UCB. UCB students wishing to apply for the Dual Degree program shall complete and file an application with “___”.

H. The procedure of enrollment, 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.

ARTICLE. 3 – SUPERVISION

A. A supervisor for each institution will be appointed, in order to monitor and help the **doctoral** student in carrying on the research activities and ensuring appropriate enrolment requirements.

B. All students admitted into the Dual Degree Program must agree to abide by the requirements established at each institution with regard to minimum credit-hours, grade point average, and

examinations required for the PhD degree for which they have applied. At the end of period the doctoral student will defend the final thesis in accordance with the regulations of both institutions.

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

A. For the periods spent in each institution, doctoral students will register in academic programs and pay the tuition and fees where enrolled. Students will also be enrolled and pay fees as required by the regulations of the other institution.

B. Students will assume all 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.

C. Students will be required to show proof of health insurance meeting federal, state, and institutional requirements before assuming their residency at each institution.

C. Each institution will do its best to support its graduate students during their residency at the host institution.

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ARTICLE 11 – REGULATIONS AND PROCEDURES

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 possible.

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FOR [UNIVERSITY]

Date

[Name]

[Title]

Date

[Name]

[Title]

**FOR THE REGENTS OF THE UNIVERSITY OF
COLORADO, A BODY CORPORATE,**

Dr. Philip P. DiStefano
Chancellor

Date

Dr. Ann Schmiesing

Dean, The Graduate School
Vice Provost for Graduate Affairs

Date

Reviewed for legal sufficiency,

University Counsel

Date