

Research Training Unit

HDR Candidate Collaboration Agreement to establish a Multi-Badged Degree

NOTE: This is not an application form for PhD candidature.

Please refer to the Multi-Badged Degree Policy for instructions on how to use this template and establish a HDR Multi Badged Degree.

AGREEMENT SCHEDULE	
1. Type of Award	

Single Testamur	Multiple Testamurs	Cotutelle
2. Candidate Details		
Student Name		
SCU Student No (if known)		
Academic Program	Masters by Thesis	Professional Doctorate PhD
Student status	Domestic	International
Home Institution	SCU	Collaborating Institution
Has the nominee applied for admission at the host institution?	t Yes	No
3. Contact Details – Southern Cross University		
School/Special Research Centre Name		
Principal Supervisor Name		
4. Contact Details – Collaborating Institution		
Institution Name		
Mailing Address		
Primary Contact Name		
Telephone for Primary Contact		
Email for primary contact		
Proposed Supervisor		
Position of Proposed Supervisor		
Email for supervisor		

scu.edu.au

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5. Collaborative Arrangements			
5.1 Collaboration Details			
5.1.1 Evidence of strategic value to SCU			
5.1.2 Evidence of existing or ongoing collaboration			
including existing agreements			
5.1.3 Evidence of standards at comparable or higher			
level than SCU (e.g. ethics, governance)			
5.2 Candidature Details	•		
5.2.1 Research Topic Description (max 200 words)			
5.2.2 Proposed maximum length of candidature and		Home:	Host:
any potential extensions (including % of coursework		inome.	1000
and research components)	Year 1		
	Year 2		
	Year 3		
	Year 4		
5.2.3 Language of Thesis			
5.2.4 Language of examination reports			
Details of written examination (if different to SCU,			
please detail). This would include any language			
different to English if that is not covered in the			
examination reports			
If not in English details of responsibility for translation			
to English			

5.2.5 Oral Examination/Thesis defence required	Yes	No	
If required please provide details of: Arrangements for the examination (location/form, responsibility for translation etc.): Attached as Appendix A if necessary			
5.2.6 Details of supervision and arrangements for reporting on progress between institutions			
5.2.7 Evidence of comparable or higher levels of academic requirements to SCU (e.g. level of previous academic attainment) Attach as Appendix B if necessary			
5.2.8 Evidence of comparable or higher levels of conditions of candidature management to SCU (e.g. grievance & appeal procedures) Attach as Appendix C if necessary			
5.2.9 Intellectual Property Rights & Copyright arrangements (please refer to <u>http://policies.scu.edu.au/view.current.php?id=00017</u> in the first instance or contact the Office of Research			
for advice on management of IP). 5.2.10 Publication arrangements (please contact the Office of Research for advice on publications)			

6. Funding Arrangements		
6.1 Tuition Fees	Home Institution:	
	Host Institution:	
6.2 Examination costs	Home Institution:	
	Host Institution:	
6.3 Scholarship/stipend & travel support for candidate	Home Institution:	
	Host Institution:	
6.4 Travel support for Supervisors	Home Institution:	
	Host Institution:	
6.5 Additional funding arrangements (resources, etc.) for candidate	Home Institution:	
	Host Institution:	
7. Award Details		
7.1 Name of Award to be granted by SCU		
7.2 Nome of Award to be supported by Collebrati		
7.2 Name of Award to be granted by Collaborating Institution		
7.3 Design of the Award -		
certificates/testamurs/academic transcripts		
8. Signatures		
Candidate		
Title & Name		
	Signature	Date
	Signature	Date
		Date
School/Special Research Centre (SRC) Endorsement- S		Date Date
School/Special Research Centre (SRC) Endorsement- S	outhern Cross University	
School/Special Research Centre (SRC) Endorsement- S Title & Name	outhern Cross University	
School/Special Research Centre (SRC) Endorsement- S	outhern Cross University	
School/Special Research Centre (SRC) Endorsement- S Title & Name	outhern Cross University	
School/Special Research Centre (SRC) Endorsement- S Title & Name Principal Supervisor	outhern Cross University	
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School/Special Research Centre (SRC) Endorsement- S Title & Name Principal Supervisor School/SRC Director HDR Training Head of School/SRC Director	outhern Cross University	
School/Special Research Centre (SRC) Endorsement- S Title & Name Principal Supervisor School/SRC Director HDR Training Head of School/SRC Director Endorsement & Approval - Collaborating Institution	outhern Cross University Signature	Date
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School/Special Research Centre (SRC) Endorsement- S Title & Name Principal Supervisor School/SRC Director HDR Training Head of School/SRC Director Endorsement & Approval - Collaborating Institution Title & Name Principal Supervisor Approving authority from collaborating institution Authorisation – Southern Cross University	outhern Cross University Signature Signature	Date
School/Special Research Centre (SRC) Endorsement- S Title & Name Principal Supervisor School/SRC Director HDR Training Head of School/SRC Director Endorsement & Approval - Collaborating Institution Title & Name Principal Supervisor Approving authority from collaborating institution Authorisation – Southern Cross University	outhern Cross University Signature	Date Date
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TERMS AND CONDITIONS

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless otherwise provided:

Agreement Schedule	The Agreement Schedule at the front of this Agreement
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 <i>Copyright Act 1968</i> (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:
	 (a) 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 <u>http://policies.scu.edu.au/view.current.php?id=00170</u> or <u>http://policies.scu.edu.au/view.current.php?id=00172</u> .
Proposal	A detailed written proposal for a Multi Badged Degree according to SCU's Multi Badged Degree Policy <u>http://policies.scu.edu.au/view.current.php?id=00181</u> and Course Planning and Approval Policy <u>http://policies.scu.edu.au/view.current.php?id=00073</u> .

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 Item 6 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 Item 5.2.2 of the Agreement Schedule for specific details.
- 6. Intellectual Property and Copyright arrangements will be as agreed between the Parties and detailed at Item 5.2.9.
- 7. Unless otherwise provided at Item 5.2.9 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 Item 5.2.10 of the Agreement Schedule.
- 9. The Student must satisfy the agreed academic requirements of SCU and the Collaborating Partner(s) as provided by Item 5.2.7 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 Item 5.2.8 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 Item 5.2.5 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 Items 7.1 and 7.2 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.