

Collaborative Supervision Agreement

Details

Parties	<p>The University of Queensland (ABN 63 942 912 684), a body corporate established under the <i>University of Queensland Act 1998</i> (Qld), St Lucia QLD 4072 Australia, referred to as UQ</p> <p>AND</p> <p>Technical University of Denmark, Anker Engelunds Vej 1 Bygning 101A, 2800 Kgs. Lyngby, Denmark, referred to as DTU.</p>
Term	<p>Commencement Date: upon signature by both parties</p> <p>End date: Five years after the Commencement Date</p>
Student	Means a PhD student
Host Institution	Means the party receiving a Student
Home Institution	Means the party with whom the Student is enrolled/registered for an award
Institution	Means either the Host or Home Institution
Collaborative Supervision	Means a doctoral research project jointly supervised by both Institutions, where the Student spends a minimum time equivalent to the total of 6 months over the course of their award enrolled at the Host Institution.
Program	Means Collaborative Supervision Program

1. Background

- 1.1 Students benefit from research undertaken abroad given the opportunity to obtain different perspectives, skills and knowledge in their field of research.
- 1.2 Recognising this, both Institutions wish to strengthen their academic relations, and have agreed to support a Program, by offering Students at least 6 months of research abroad.
- 1.3 The Institutions have agreed on the following terms and conditions for the Program.
- 1.4 The Institutions agree that they are responsible for the academic standards, quality of research and awards issued by their own Institutions. From time to time, the Institutions will monitor the academic standards and quality of research undertaken at the other Institution.

appropriate supervision, resources and facilities at both Institutions.

- 2.2 The decision to admit the Student to the programme rests with the relevant supervisors. At UQ this also requires Graduate School approval. Each Institution will notify the other Institution when a student is admitted to the program.
- 2.3 Each Institution that enrolls a Student in the program warrants that it has the Student's consent and authority to provide confidential documents and personal information concerning the Student to the proposed Host Institution, and to receive confidential documents and personal information from the Host Institution for the purposes of the Program.

3. Candidature

- 3.1 The Student will be admitted to the Program upon enrolment at the Home Institution and upon agreement between the relevant

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supervisors and corresponding Graduate School.

3.2 On the date of acceptance of the offer of enrolment/registration in the **Collaborative Supervision Program**, the Student will be deemed to be a Collaborative Supervision Student.

3.3 The Student will undertake his or her candidature in accordance with the terms of this Agreement and his or her Individual Collaborative Supervision Agreement. The Student will be subject to the fee arrangements of the Home Institution. The Student is exempted from the payment of tuition fee at the Host Institution, except for compulsory administration fees.

3.4 At UQ, Students will be required to pay a Student Services and Amenities Fee (SSAF) for each enrolment period.

3.5 Students will have, for the period of research stay at the Host Institution, full access to library, laboratory, and other resources comparable to other Students of the Host Institution. The Host Institution will seek to provide to all Students enrolled/registered in the Program the full range of services provided to its enrolled Students in accordance with the Host Institution's policies and procedures.

4. Allocation of time between Institutions

4.1 The Student is required to spend a total of not less than 6 months of equivalent full-time candidature at each of the Home Institution and the Host Institution during his/her candidature. While abroad, Students will be enrolled/registered at the Host Institution as guest researchers/students.

4.2 The Student will allocate his or her time between the Home Institution and the Host Institution in the shares specified in the Individual Collaborative Supervision Agreement.

5. Application of Rules and Regulations

5.1 The Student is required to comply with the policies, procedures and guidelines of both the Home Institution and the Host Institution; and will be bound by the laws and code of conduct of the country in which he/she is located.

Where it is not possible to comply with both the rules and regulations of the Home Institution and the procedures and guidelines of the Host Institution those of the Home Institution will prevail.

5.2 Notwithstanding clause 5.1, the progression, thesis supervision and thesis examination of the Student will be monitored by the Home Institution in accordance with the policies, procedures and guidelines of the Home Institution.

5.3 Grievance and appeal, termination and research or academic misconduct procedures of the Home Institution are to be followed if required.

5.4 In the event of an accusation of general (non-academic) misconduct at the Host Institution, the procedures of that Institution would apply.

5.5 In each of the above circumstances described in clauses 5.4 and 5.5, the Responsible Officer from the other Institution must be notified of the events underway.

6. Student Discipline

6.1 Each Institution will promptly inform the other Institution where a complaint in relation to a Student is substantiated.

7. Supervisors

7.1 The Student will have at least one supervisor at each Institution. Both supervisors are responsible for the progress of the work of the Student but the main supervisor must be employed at the Home Institution.

7.2 Supervisors are expected to ensure that they maintain regular contact and communication with the Student and their counterparts at the other Institution, and that the mechanisms for doing so are agreed upon by the Institutions.

7.3 Additional associate supervisors from either Institution may be appointed as appropriate.

7.4 The supervisors are to be specified in the Individual Collaborative Supervision Agreement.

7.5 The supervisors are required to comply with the policies and procedures of their own Institution relating to supervision responsibilities, replacement, training, accreditation and load.

7.6 In the event that a supervisor is unable to continue in his/her role, the relevant Institution will make timely alternative arrangements for the Student's supervision, where possible.

8. Scholarships, Revenues and Expenses

8.1 The Home Institution must ensure that the Student has sufficient funding for the stay at the Host Institution and the planned activities.

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	<p>For UQ, each Student may be competitively considered for any relevant institutional scholarship and departmental support. For DTU, the relevant department funds the stay abroad. Confirmation of the availability of adequate financial support for the Student during candidature is required prior to enrolment in the Program including scholarship or other living expenses support, availability of and conditions of funding for travel and conference participation etc.</p>	
8.2	<p>Unless otherwise agreed with the Home and Host Institutions, the Student will be responsible for the following:</p> <ul style="list-style-type: none">• all transportation• room and board expenses• social security and any other insurance required by relevant national legislation in the two countries• incidental fees and charges, if applicable• textbooks, clothing and personal expenses• all other debts and incidental expenses incurred for the period of stay at the host.	<p>matters should follow the protocols of the Home Institution, although the Students will be required to indicate their affiliation with both Institutions on any published work.</p> <p>9.5 If required, ethics approvals should follow the Home Institution policies and procedures, and confirmation should be sought via the Responsible Officer of the acceptance of this protocol by the Host Institution.</p> <p>DTU: http://www.dtu.dk/english/Research/Research-at-DTU/Principles for good scientific conduct</p> <p>UQ: http://uq.edu.au/research/integrity-compliance/</p> <p>9.6 The responsibility for data storage lies with the Home Institution.</p>
8.3	<p>Institutions agree to pay their own costs and disbursements in respect of the Program.</p>	
8.4	<p>There will be no reallocation of, or compensation for, costs incurred, whether direct or indirect, between the Institutions.</p>	
9. Intellectual Property, Authorship and Ethics		
9.1	<p>All Intellectual Property ("IP") belonging to or in the control of a Party which may be used and/or disclosed for the purposes of this Agreement shall remain the property of the Party introducing and/or disclosing the same. The Parties agree that the use of such IP shall be limited to performing each Party's obligation under this Agreement.</p>	<p>10.1 Unless otherwise agreed, while participating in the Program, each Home Institution will ensure that its Students continue to be eligible for coverage under their Home Institution's various insurance policies or protections as existing from time to time including, but not limited to:</p> <ul style="list-style-type: none">(a) General liability insurance (min AUD \$20 million);(b) Professional indemnity insurance (min AUD \$20 million);(c) Malpractice insurance (min AUD \$20 million) (as applicable);(d) Personal accident insurance;(e) Travel insurance.
9.2	<p>Should the research project or activities which the candidate intends to undertake at the Host Institution be subject to legal obligations between the Host Institution and a third party with respect to IP and/or copyright, then it may be necessary for the candidate to enter into an agreement with the Host Institution so that these legal obligations with the third party are maintained.</p>	<p>10.2 Each Institution will provide reasonable proof of the relevant insurance policies or protections by way of a Certificate of Currency at the request of the other Institution.</p>
9.3	<p>The Institutions agree to negotiate IP on a case by case basis.</p>	<p>10.3 The parties acknowledge that Students participating in an exchange may be required (by the Host Institution or visa laws) to obtain certain health insurance. The Australian government requires students travelling on a student visa to Australia to obtain Overseas Student Health Cover. It is the obligation of the Student to ensure adequate coverage.</p>
9.4	<p>Intellectual property and copyright policies and procedures of the Home Institution will form the basis of the arrangements in place for each Student. Authorship and publication</p>	<p>10.4 Unless the Host Institution requests otherwise for an incoming Student, the Home Institution will ensure that its students have appropriate and sufficient health and personal accident insurance or equivalent access to health services for use both while travelling and while studying at the Host Institution.</p>

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11. Award of Degree

- 11.1 Subject to relevant academic policies, procedures and approvals, on the basis of a favourable report from the assessment panel, the Home Institution will award the Student the doctoral degree of that Institution. Only the Home Institution will award the doctoral degree.
- 11.2 At both Institutions, the Students diploma supplement will mention that the doctoral title is awarded under the Collaborative Supervision Program of UQ and DTU.
- 11.3 Upon successful completion of the Collaborative Supervision Program, the Home Institution will inform the Host Institution of this award.

12. Termination of Candidature

- 12.1 The Individual Collaborative Supervision Agreement for a Student terminates in the event of:
 - (a) The withdrawal, suspension or termination of the Student from the doctoral studies or the Program at either the Home Institution or the Host Institution; or
 - (b) The successful completion of the Collaborative Supervision Program; or
 - (c) As otherwise agreed to in writing between the Home Institution and the Host Institution.
- 12.2 Upon termination of an Individual Collaborative Supervision Agreement, a Student may, subject to the agreement of the relevant Institution, retain candidature at the Home Institution.

13. Responsible Officers

- 13.1 For the purposes of coordinating and administering the Collaborative Supervision Program:
 - (a) UQ nominates as its **Responsible Officer**, the UQ Graduate School, represented by the Graduate Dean, who may appoint any other person to act as Responsible Officer.

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The University of Queensland
St Lucia, QLD, AUSTRALIA 4072
P: +61 7 3365 3477
E: graduateschool@uq.edu.au

- (b) DTU nominates as its **Responsible Officer** the Dean of Graduate Studies and International Affairs, who may appoint any other person to act as Responsible Officer.

DTU, PhD Office
Building 101 A
2800 Kgs Lyngby
Denmark
Ph: 004545252525
E: phd@dtu.dk

- 13.2 Each Institution may change its Responsible Officer by written notice to the other Institution. Each Institution will provide (and keep updated) the other Institution with details of their Responsible Officer's work address, telephone, facsimile and electronic mail address.
- 13.3 Each Responsible Officer will ensure Students receive information confirming that they are:
 - (a) Bound to comply with local laws and regulations (including visa conditions);
 - (b) Subject to the policies, rules and regulations of the Host Institution including, but not limited to those related to attendance, discipline, complaints and appeals;
 - (c) Responsible for obtaining their own insurance protections for the activities directly or indirectly related to the Program, noting that the Home and Host Institution may only provide a limited/or no measure of protection or insurance whilst studying abroad;
 - (d) To undertake research in their chosen field of study; and
 - (e) Liable to pay all living costs, recreation, travel and transport, insurance, immigration or visa costs, text books and charges for field trip costs and other non-compulsory student services fees.

- 13.4 The Responsible Officers may work with other internal administrative officers or working Institutions to document and manage the activities contemplated by this Agreement.

14. Liability

- 14.1 Neither Institution, including its directors, employees or contractors, will be liable to the other Institution for any indirect, consequential or economic loss or damages suffered by the other Institution, arising from this Agreement.
- 14.2 Each Institution will be solely responsible and liable for the acts and omissions of its

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respective directors, employees and contractors.

14.3 Except for a liability for negligence or wilful acts, the liability of an Institution to the other under this Agreement is limited to the amount for which that Institution holds insurance in respect of the liability.

15. Governing Law and Disputes

15.1 If a dispute arises under this agreement, the parties agree to use all reasonable endeavours to settle the dispute as soon as possible, through the Responsible Officers. If the parties cannot resolve the dispute through the Responsible Officers within a reasonable time, they agree that the courts of the jurisdiction where the events giving rise to the dispute took place may hear the dispute, and if so the parties agree that the laws of that jurisdiction apply to this contract, the dispute and the court proceedings.

16. Duration of this Agreement

16.1 Either Institution may terminate this Agreement on 90 days prior written notice should the quality of research training not be acceptable by relevant legislative standards.

16.2 The termination of this Agreement will not affect current Students until completion of their academic program, unless agreed otherwise between the Institutions.

16.3 This Agreement will be effective upon signature by representatives of both Institutions and will end on the first to occur of:

(a) the end date in the Details; and

(b) termination as permitted by this Agreement.

17. General

17.1 The Agreement may be amended or extended by mutual agreement between the Institutions in writing by both parties.

17.2 If any provision of this Agreement is found to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected or impaired thereby and will remain valid and enforceable to the extent permitted by law.

17.3 Nothing in this Agreement will make the relationship between the Institutions one of partnership, joint venture or employment.

17.4 Nothing in this Agreement constitutes authority for one Institution to make commitments which bind the other Institution or to otherwise act on behalf of such other Institution.

SIGNED FOR AND ON BEHALF OF:

THE UNIVERSITY OF QUEENSLAND



Professor Peter Høj AC
President and Vice-Chancellor / CEO

Date: 14/10/2019

TECHNICAL UNIVERSITY OF DENMARK



Professor Anders O. Blæklev
President

Date: 14/10/2019

