

UNIVERSITY OF CALGARY

DOCTORAL COTUTELLE AGREEMENT

NOTE: This is not an application form for a PhD program. Applicants not currently enrolled at the University of Calgary must submit a separate application for admission to a UC PhD program.

Section 1: Student Information	
Last name:	First Name:
Applicant mailing address:	
Email:	Phone number:
Currently Registered in	Start Date of the program:

Section 2: University information	
University of Calgary (UC)	Partner University (PU):
UC Department and Faculty:	PU Department and Faculty:
Address of UC: 2500 University Drive NW Calgary, Alberta, Canada T2N 1N4	Address of PU:
Name of Supervisor at UC:	Name of Supervisor at PU:
UC Supervisor Contact Information:	PU Supervisor Contact Information:
Name of UC Cotutelle Coordinator: Calvin Lac	Name of PU Cotutelle Coordinator:
UC Cotutelle Coordinator Contact Information: +1.403.220.4931 clac@ucalgary.ca	PU Cotutelle Coordinator Contact Information:

Section 3: Project information
Area of Specialization:
Provisional title of thesis/dissertation:
Proposed Start date for enrolment in Doctoral Cotutelle Program:

1.0 DEFINITIONS:

1.1 In the context of this Cotutelle Agreement:

- a) "Home University" means the university where the student begins his/her doctoral program.

- b) "Partner University" means the university which agrees to partner with the University of Calgary to offer a Cotutelle Program for the student.

2.0 PREAMBLE:

RECOGNIZING Cotutelle as a means to increase, structure and highlight international research collaboration between partner universities; and

RECOGNIZING Cotutelle as a means to facilitate the mobility of doctoral students ensuring their access to premier technologies and equipment, and the finest supervision;

THE UNIVERSITY OF CALGARY (hereafter referred to as "UC"), a corporation continued pursuant to the Post-Secondary Learning Act, S.A., 2003, C.P-19.5

And

THE PARTNER UNIVERSITY (hereafter referred to as "PU") (.....)

HEREBY ENTER into this Joint Doctoral Supervision Agreement (hereafter referred to as "Cotutelle Agreement") and agree to the following:

3.0 OBJECTIVE:

The purpose of this Cotutelle Agreement is to identify the terms and conditions for the Joint Doctoral Supervision for the student named above (the "Student") for preparation of a thesis/dissertation on the topic identified above.

The doctoral Cotutelle program shall be conducted under the prescribed rules and policies for doctoral degrees at the UC and PU.

4.0 OPERATIVE PROVISIONS:

4.1 Duration:

The duration of this Doctoral Cotutelle Agreement shall be a maximum of six (6) years. Upon special request in writing, the Student's Faculty of Graduate Studies may grant a one year extension.

4.2 Supervision:

The research work shall be undertaken at both universities under the co-supervision of at least one supervisor from each university. See contact information on Page 1.

4.3 Supervisory committee:

The Cotutelle Student shall have a Supervisory Committee consisting of a supervisor

from both the UC and PU and two or three additional members. The composition of the supervisory committee shall be approved by UC and PU.

4.4 Residency and Research Schedule:

The doctoral degree candidate shall spend a minimum of 30% of his/her time in program at the Partner University. The initial plan to divide his/her time is as follows:

-, from to
-, from to
-, from to
-, from to
-, from to
-, from to
-, from to

This schedule may be modified by written amendment by both the UC and PU supervisors. Changes to the schedule must be approved by the Student's Supervisory Committee.

4.5 Work Space:

The candidate shall be entitled to an adequate student work space at each university during those periods when he/she is present there.

4.6 Admission:

The Cotutelle Applicant shall meet the admission requirement of the UC and PU. PU admission requirements must be attached as Appendix A.

4.7 Eligibility for Cotutelle:

- The candidate must be in good standing in his/her doctoral program.
- The candidate must be within the first 2 years of his/her program.
- The Faculty of Graduate Studies at UC must approve the candidate's participation in the requested Cotutelle program of study.
- The Cotutelle Student shall remain registered at both universities for the duration of his/her Cotutelle Degree Program of studies.

4.8 Fees:

The Cotutelle Student shall pay applicable tuition and fees to the university where he/she is resident. The non-resident university shall not charge fees and tuition when the candidate is present at the other university.

4.9 Start and End dates

A Cotutelle Program may start at any time in the academic calendar. Students should however, endeavor to align the Cotutelle start and end dates with UC semester dates. If the Cotutelle commences mid-semester, UC tuition and general fees shall not be prorated or refunded.

- 4.10 Financial Matters: provide details in Appendix B
- 4.10.1 Provide details for Cotutelle-related costs for supervisors and examiners including travel arrangements. Thesis defense costs may include travel and/or video or audio conferencing.
- 4.10.2 Provide details on funding provisions for Cotutelle Students - research costs, stipend. The stipend level must be maintained at the UC minimum program-required level with costs of the stipend managed between the UC Supervisor and PU Supervisor.
- The total amount must be clearly stated and the party responsible for the payment(s) must be determined prior to commencement of the Cotutelle. Include the payment schedule in Appendix B.
- 4.11 Financial Responsibilities:
- 4.11.1 The Cotutelle Student shall be expected to pay for all personal expenses, including but not limited to transportation, accommodation, meals, books, visas, health insurance and entertainment.
- 4.11.2 The Cotutelle Student shall be responsible to obtain adequate travel, medical/health insurance coverage (including emergency medical evacuation), life insurance, accidental death and dismemberment insurance to the satisfaction of both Universities. The Student may be required to provide proof of such insurance upon request.
- 4.11.3 The Supervisor shall offer a campus orientation, and shall provide advice regarding matters that may enhance the experience at the PU. This may include assistance with locating suitable accommodation.

5.0 PEDAGOGICAL PROVISIONS:

- 5.1 Degree Requirements
- The Cotutelle Student shall normally satisfy the doctoral requirements as defined by each of the Parties. A customized list of degree requirements shall be attached as Appendix C. The list shall include:
- the process for approval of the Cotutelle research proposal and thesis
 - degree requirements beyond the thesis that the UC and PU programs require the Cotutelle Student to fulfill (e.g., courses, comprehensive examinations)
 - expectations and process for annual progress reports
 - a procedure for the submission of the thesis, approval of the examination committee, and thesis defense
 - location of the thesis examination. Oral defense may be conducted by video or audio conferencing

- 5.2 The Cotutelle Student shall satisfy and be governed by the academic standards, assessments, appeals, rules, regulations, procedures, policies and performance requirements for successful performance in their program as set out by UC and PU. In case of conflict of policies, the program shall default to the policies of the Home University.
- 5.3 The institution where the Cotutelle Student is resident shall provide an annual progress report. The report shall be submitted to the UC Faculty of Graduate Studies and the designated unit at PU.
- 5.4 If the supervisory relationship at the PU breaks down, the PU shall endeavor to find an alternate supervisor. If a solution satisfactory to the two Institutions and the Cotutelle Student cannot be found, the PU may opt out of this Cotutelle Agreement and the Student maybe allowed to continue his/her research and thesis work at the University of Calgary.
- 5.5 The decision to not award the degree by the PU shall not be binding upon the University of Calgary, which may offer a degree.
- 5.6 In the event of any major disruption in the academic activity of either university, special arrangements shall be made on an ad hoc basis.
- 5.7 The thesis must be submitted in English, except where a thesis may be submitted in another language as described in the Calendar with approval of the Student's supervisory committee and program. Where the thesis is not provided in English, a written summary shall be provided in English.
- 5.8 The oral defense shall be conducted in English.
- 5.9 The thesis examination committee shall be composed of the supervisory committee, and at least two additional examiners, one of whom shall be external to the Student's Home University program and the other external to both the UC and PU.
- 5.10 Pre- examination reports shall be written in English and submitted to the chair of the thesis examination at the start of the examination.
- 5.11 Following successful completion of all program requirements as described in Appendix C, including the defense of the doctoral thesis, the UC and PU shall award the doctoral degree to the Cotutelle Student. The degree parchments and the transcripts shall acknowledge that the award was made under a Cotutelle agreement by including the following statement:

"This degree was awarded under a Cotutelle arrangement with Partner University"

6.0 CONFIDENTIAL INFORMATION:

- 6.1 The UC and the PU agree to keep confidential and not disclose to others confidential information. The Parties agree to advise and notify the other Party in advance in writing as to which information disclosed constitutes Confidential Information. All written materials

disclosed shall have this clearly marked on them, while any oral, visual or other disclosures shall be preceded by a written memorandum outlining the information disclosed and its confidential nature.

- 6.2 The obligations in respect to confidential information shall not apply to information which:
- a) is already known to the Party to which it is disclosed;
 - b) is independently developed by an employee or student of the Party to which it is disclosed, in good faith and without knowledge of this Agreement;
 - c) is or becomes part of the public domain without breach of this Agreement;
 - d) is obtained from third parties which have no obligation of confidentiality to UC or PU; and
 - e) is required to be disclosed by law, but only to the extent so required.
- 6.3 The Parties agree not to use the confidential information for any purpose other than the purposes set forth in this Agreement for a period of 5 years from the commencement date of the Research as set out on page 1 of this Agreement.

7.0 INTELLECTUAL PROPERTY:

- 7.1 Ownership of intellectual property shall be clearly outlined at the outset of the project conducted as part of thesis research and recorded in Appendix D.
- 7.2 Separate agreements shall be written for research that may lead to licensing or revenue generation activities.

8.0 PUBLICATION RIGHTS:

The Graduate Cotutelle Student owns the copyright on his/her thesis. If the thesis contains confidential material that should not be available in the public domain, there is a maximum time period of two (2) years for which a thesis may be withheld from availability to the University of Calgary Library, the National Library of Canada and the PU Library.

9.0 INDEMNIFICATION and LIMITATION OF LIABILITY:

- 9.1 Nothing herein shall be deemed to establish a relationship of principal and agent between UC and PU, nor any of their agents or employees, nor shall this agreement be construed as creating any form of legal association or arrangement which would impose liability upon one party for the act or failure to act on the other party. Nothing in this agreement, expressly implied is intended to confer on any person other than the parties hereto or their permitted assign, any benefits, rights or remedies.
- 9.2 The UC agrees to hold harmless, indemnify and defend PU from all liabilities, demands, damages, expenses and losses arising out of the negligent acts or omissions, or willful misconduct of the UC and any party for whom in law the UC is responsible in connection with this Cotutelle Agreement. This shall include the use by the UC, or by any party acting on behalf of or under authorization from the UC, of the Intellectual Property or out of any use,

sale or other disposition of products made by use of the Intellectual Property by the UC, or by any party acting on behalf of or under authorization from the UC.

9.3 PU agrees to hold harmless, indemnify and defend the UC from all liabilities, demands, damages, expenses and losses arising out of the negligent acts or omissions, or willful misconduct of the PU and any party for whom in law the PU is responsible in connection with this Cotutelle Agreement. This shall include the use by PU or by any party acting on behalf of or under authorization from PU of the Intellectual Property or out of any use, sale or other disposition of products made by use of the Intellectual Property by PU, or by any party acting on behalf of or under authorization from PU.

10.0 GENERAL:

10.1 The signatories of this Agreement agree to comply with the applicable provisions of the Freedom of Information and Protection of Privacy Act (Alberta), as amended.

10.2 The Student shall be bound by the rules and regulations of the university and the laws of the country where he/she is present.

10.3 The Parties shall endeavour, each acting reasonably and in good faith, to settle by negotiation any dispute arising out of or in relation to the performance or the interpretation of this Agreement.

The representatives of the University of Calgary and Partner University here provide their endorsement.

For and on behalf of
THE GOVERNORS OF THE
UNIVERSITY OF CALGARY

For and on behalf of
.....

Cotutelle Student (Signature and date)

UC Supervisor (Signature and date)

PU Supervisor (signature and date)

UC Grad Program Director
(Signature and date)

PU Graduate Program Director
(Signature and date)

Dean of UC Faculty of Graduate Studies
(Signature and date)

Dean of PU Faculty of Graduate Studies
(Signature and date)