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Cotutelle Agreement

James Cook University

ABN 46 253 211 955

and

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ABN xx xxx xxx xxx

Advisors/ Supervisors/Major Professors from JCU and the Collaborating University.

Cotutelle Candidature Schedule means the document that is substantially in the form attached as Appendix 1 to this Agreement and which:

- (a) outlines the specific Cotutelle arrangements with respect to a Candidate; and
- (b) is to be completed by JCU and the Collaborating Institution for each Cotutelle arrangement that is created pursuant to this Agreement.

Institution(s) means either or both of James Cook University and the Collaborating University where the context requires;

Intellectual Property (IP) means the IP of the Institution(s) as defined in clause 16.4 (t) of the Agreement.

English language requirements must be successfully completed prior to JCU confirming the Candidate's enrolment in the doctoral degree. Any costs

Schedule) that:

- (a) the Institutions must jointly organise the doctoral examination of Candidates through the arrangement specified in this clause and in the Cotutelle Candidature Schedule and in accordance with the degree rules and policies of both Institutions;
 - (b) Candidates' theses will be examined by at least two examiners who:
 - (i) are external to both Institutions;
 - (ii) have no conflict of interest; and
 - (iii) have been nominated by and agreed to by the Advisors/Supervisors of both Institutions.
 - (c) the degree will be awarded from JCU upon a Candidate satisfying JCU's requirements for such degree and a recommendation received from the College that the degree should be awarded. This would take the form of a letter from the Graduate Research School which the candidate can pass on to the collaborating university. A corresponding award will be awarded from the Collaborating University upon a Candidate satisfying the Collaborating University's requirements for such degree. Each award will include relevant certification stating that the award was made as a consequence of a conjoint arrangement between the institutions.
 - (d) payment of the examiners will be in accordance with the specifications made in the Cotutelle Candidature Schedule;
 - (e) unless the Cotutelle Candidature Schedule specifies otherwise, Candidates' theses will be written in English;
 - (f) should the Cotutelle Candidature Schedule specify that a Candidate's thesis will not be written in English, then:
 - (i) at least one JCU Advisor will be fluent in
- the language of the thesis; and
- (ii) the abstract for the thesis will be provided in English; and
 - (j) examination reports will be written in English.
- 6 Variation of Candidature and Withdrawal
- 6.1 If a Candidate wishes to vary their candidature in any way (e.g. change Advisors/Supervisors, take leave of absence, etc), this variation must be applied for in accordance with the relevant policies of each Institution. Both Institutions must agree in writing to the variation before it can be implemented at either.
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Candidate be in serious and ongoing breach of the terminating party's regulations or policies;

- (e) by either party giving notice in writing to the other party, if a Candidate fails to make satisfactory academic progress and the terminating party's normal procedures for dealing with the problem have not been effective; or
- (f) immediately if a Candidate withdraws his or her enrolment from one or both of the Institutions.

12.3 Except in the case of termination in accordance with clause 12.2(f), before termination of this Agreement and/or a Cotutelle arrangement is contemplated, there shall be consultation between the parties. If a Cotutelle Candidature Schedule is terminated, barring any agreement to the contrary, the unspent portion of any financial aid obtained from an external body shall be managed in accordance with the terms of such financial aid.

12.4 If a Cotutelle Candidature Schedule is terminated, the parties acknowledge that the Candidate may not continue to be enrolled at both Institutions concurrently. If the Candidate refuses to comply with this requirement, each Institution res()TJ 0.UBd.7 (he)24.1 (C5ndidat)d7 (itequir)-8.3 (em)-8.3 (ent)-15.7 (,)8.1 (eac)-8 (h)TJ -0.008 T

14.4 Each Institution shall indemnify and hold the other, its affiliates, directors, officers, and employees harmless from and against any claims, liabilities, losses, demands, suits, damages, penalties, fines, or costs arising from any actual or alleged violation of, or complaint, investigation or inquiry under, the GDPR by or in relation to the conduct of the Institution relating to unauthorised access, use or disclosure of Personal Information. This clause is a material term of this agreement and survives its expiry or termination.

15 Privacy

15.1 Each Institution must comply with the privacy laws applicable in the jurisdiction in respect of any Personal Information and must take all reasonable steps to ensure that Personal Information is protected against unauthorised access, use or disclosure.

15.2 If an Institution becomes aware of unauthorised access, use or disclosure of Personal Information that Institution shall immediately notify the other Institution and use its best endeavours to minimise the unauthorised access, use or disclosure and take all reasonable action to prevent any further unauthorised access, use or disclosure of that or other Personal Information.

16 General Provisions

16.1 Neither Institution is by virtue of this Agreement, or for any purpose, an employee, partner or agent of the other party, or invested with any power or authority to bind or represent the other Institution.

16.2 This Agreement constitutes the entire authorleheree
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Signed for and on behalf of)
)
by (XXXXXXXXXX))
being duly authorised to sign)
on behalf of the Institution)

Signature

Position

Date of signing

PROFESSIONAL DEVELOPMENT REQUIREMENTS

Dean, Graduate Research School	[Partner institution equivalent]
PRINTNAME _____ Signature _____ Date _____	PRINTNAME _____ Signature _____ Date _____
Primary Advisor	[Partner institution equivalent]
PRINTNAME _____ Signature _____ Date _____	PRINTNAME _____ Signature _____ Date _____
Secondary Advisor	[Partner institution equivalent]
PRINTNAME _____ Signature _____ Date _____	PRINTNAME _____ Signature _____ Date _____
Candidate	
PRINTNAME _____ Signature _____ Date _____	