



# Jointly-Conferred PhD Awards Policy

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### OVERVIEW

The University delivers jointly-conferred PhD awards through approved partnerships in order to develop its research and education portfolio, broaden its national and international outlook, enhance the experience of students and staff, expand the career opportunities of students, and stimulate collaborative research links to enhance excellence and impact.

This Policy provides procedures on how to develop, assess, establish, monitor and review Jointly-Conferred PhD Awards with Australian and international institutions. It encompasses two types of agreements: an overarching, institutional-level agreement with one or more partner institutions; and individual agreements governing a degree program developed for a specific PhD student.

### SCOPE AND APPLICATION

This Policy applies to all Doctoral Research academic programs that lead to jointly-conferred awards. All staff engaged in the development, delivery and administration of such programs are required to comply with this Policy. It does not apply to Undergraduate Awards, Postgraduate Coursework Awards, Masters by Research programs or other types of arrangements such as articulation, credit transfer and dual degrees.

Implementation of this Policy will be carried out in accordance with the University's [Code of Conduct](#) and the Academic Board Statement on Undue Influence. Any attempts to improperly exert pressure or influence actions or decisions made pursuant to this Policy must be reported in accordance with the Fraud and Corruption Control Policy.

### POLICY PRINCIPLES

1. Institutional Jointly-Conferred agreements for PhD Awards must be aligned with the strategic directions and priorities of the University, and provide clear benefits to the University's objectives of enhancing research collaborations and the recruitment of outstanding research candidates.
2. The academic standards of Jointly-Conferred PhD Awards must be equivalent to those of comparable awards offered solely by the University of Adelaide.
3. Partner institutions must have the academic standing to deliver Jointly-Conferred PhD Awards to the required academic standards of the University of Adelaide; the financial standing to sustain them; the legal authority to confer them; and a reputation aligned with the University of Adelaide.

4. Jointly-Conferred PhD Award agreements must give an indication of the time to be spent in each participating institution, which will comprise at a minimum 12 months of full-time study in each institution.
5. An Institutional Agreement will have a specified duration of no longer than five years, unless a business or strategic case is made which strongly justifies a longer-term.
6. Any agreement, whether individual or institutional, must explicitly address the issue of fees (as applicable), admissions to program, candidature management including supervision, assessment, the nature and language of the thesis, application of rules and regulations, Intellectual Property, authorship and disputes.
7. There will be an agreed examination procedure including selection of examiners, which must have regard for the requirements of both institutions, noting that the final process may have steps beyond those required individually by the parties for their own Award.
8. There will be agreed and clearly articulated dispute resolution processes: one for student disputes and one for disputes between institutions.
9. All Jointly-Conferred PhD Award testamur designs must comply with the University's [Brand Policy](#) and must be approved by the Vice-Chancellor and President (or delegate).
10. Where a single parchment is issued, the University's name and coat of arms must be placed with equal prominence with the partner institution's name and badge (emblem, logo, coat of arms etc.) on the award testamur, and all promotional and marketing material related to the Jointly-Conferred PhD Award must equally reflect all partner institutions.
11. When parchments are issued by multiple partner institutions, each parchment must include a statement recognising that it is conferred as a single degree under a joint program between the partner institutions.

## AUTHORITIES

<b>Key</b>	<b>Authority Category</b>	<b>Authority</b>	<b>Delegation Holder</b>	<b>Limits</b>
Academic	Programs and Rules	Approve Partner Institutions for individual PhD Jointly-Conferred Agreements	Deputy Vice-Chancellor (Research) or PVC (Researcher Education and Development) and Dean of Graduate Studies	
Academic	Programs and Rules	Approve and sign all individual Jointly-Conferred Agreements	Deputy Vice-Chancellor (Research) or PVC (Researcher Education and Development) and Dean of Graduate Studies	
Academic	Programs and Rules	Approve Institutional Jointly-Conferred Award Agreements	Vice-Chancellor and President	On recommendation of Academic Board
Academic	Programs and Rules	Sign legal agreements with Partner Institutions for Institutional Jointly-Conferred Award Agreements	Vice-Chancellor and President (or delegate)	On recommendation of DVC (Research) and, for international agreements, advice of DVC (External Engagement) and General Counsel
Academic	Programs and Rules	Approve testamur designs for Jointly-Conferred Awards	Vice-Chancellor and President	On advice of the Chief Marketing Officer

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## PROCEDURES

### 1. Due Diligence

1.1 Where an opportunity for a jointly-conferred PhD award is identified, the Pro Vice-Chancellor (Researcher Education and Development) and Dean of Graduate Studies (PVC (RED) and DOGS) must:

- a) arrange for appropriate due diligence to ensure that the intended collaboration meets the Policy principles; and
- b) consult with the Proponent Area to assess the viability of the proposed collaboration and, what type of agreement would be suitable.

1.2. Any proposal for an Institutional Agreement with an Australian partner requires endorsement from the Deputy Vice-Chancellor (Research) and, if the proposal involves an international partner, endorsement is also required by the Deputy Vice-Chancellor (External Engagement), before any development work is done.

1.3 The PVC (RED) and DOGS will instigate an investigation of the proposed collaboration with the assistance of Global Engagement and the Adelaide Graduate Research School (AGRS). The investigation will include consideration of the partner institution's areas of research strength, student population (including number of research students and international students), location and rankings, the opportunity for collaborations across multiple disciplines or Schools or Faculties, alignment with the University's strategic directions and priorities, reputational alignment and a risk assessment.

1.4 The PVC (RED) and DOGS may initiate the development of an Individual Jointly-Conferred Award (Cotutelle) following Procedure 1.1, if the collaboration is confined to a limited number of students or to one discipline.

### 2. Foreign Engagement Compliance Review – for International Partner Universities

2.1 Where the proposal involves an international partner, the Proponent of a proposed collaboration must complete a submission detailing the collaboration for a Foreign Engagement Compliance Review (FECR), as detailed in the [International Engagement Policy](#).

2.2 Development work cannot proceed with the collaboration unless endorsement to proceed has been received through the FECR.

### 3. Formalisation of Jointly-Conferred PhD Award through an agreement

For the purpose of this Policy, there are two types of agreements: an Institutional Agreement with one or more partner institutions; and individual agreements governing a degree program developed for a specific PhD student.

#### 3.1 Institutional, Jointly-Conferred PhD Award Agreements

3.1.1 Where endorsement has been given as per Procedure 1.2, the PVC (RED) and DOGS, with the assistance of the AGRS and Global Engagement, will initiate the preparation of a draft of the Institutional Jointly-Conferred PhD Award Agreement.

3.1.2 The PVC (RED) and DOGS (or nominated officer) will arrange for review of the Institutional Jointly-Conferred PhD Award Agreement by Legal and Risk.

3.1.3 The PVC (RED) and DOGS (or proxy) will present the details of the proposed partnership for the joint conferral of PhD Awards and recommend its endorsement, sequentially, to the Research Education and Development Committee (REDC), the University Research Committee (URC) and Academic Board for approval by the Vice-Chancellor and President.

3.1.4 The Jointly-Conferred PhD Award Agreement may be provided to the Vice-Chancellor and President for signature once all approvals have been obtained.

3.1.5 The Director of the AGRS will ensure that a final copy of the approved institutional agreement with an international partner is lodged with the Global Engagement Office, and with the University's Record Services as a legal document.

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3.1.6 Where the international collaboration includes a Foreign Entity for the purposes of the Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (Foreign Relations Act), and it is a foreign arrangement as defined in the Foreign Relations Act (FAS Arrangement), the PVC (RED) and DOGS (or nominated officer) will inform Global Engagement so that a FAS Notification is submitted to the Minister for Foreign Affairs, as detailed in the [International Engagement Policy](#).

3.1.7 The PVC (RED) and DOGS (or nominated officer) will arrange the execution of Individual Student Agreements (ISA) for each student under the Institutional Jointly-Conferred PhD Award Agreement. This will include the actions detailed in Procedures 3.1.2, 3.1.5 and 3.1.6 of this Policy.

### **3.2 Individual Jointly-Conferred PhD Award Agreement**

3.2.1 The PVC (RED) and DOGS, with the assistance of the AGRS and Global Engagement, will initiate the preparation of a draft of the Individual Jointly-Conferred PhD award agreement (Cotutelle), in consultation with the relevant academic area, and arrange for review by Legal and Risk.

3.2.2 Following legal review, the Agreement may be signed by the (PVC (RED) and DOGS).

3.2.3 The Director of the AGRS will ensure that a final copy of any approved individual agreement involving an international partner is lodged with the Global Engagement Office, and with the University's Record Services as a legal document.

3.2.4 Where the international collaboration includes a Foreign Entity for the purposes of the Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (Foreign Relations Act), and it is a foreign arrangement as defined in the Foreign Relations Act (FAS Arrangement), the PVC (RED) and DOGS (or delegate) will inform Global Engagement so that a FAS Notification is submitted to the Minister for Foreign Affairs, as detailed in the [International Engagement Policy](#).

## **4. Review and Compliance Monitoring of Jointly-Conferred PhD Award Agreements**

4.1 Once a Jointly-Conferred Award Agreement has been signed, the PVC (RED) and DOGS (or nominated officer) will:

- a) regularly monitor compliance with the obligations under the Agreement; and
- b) ensure that the agreement is regularly reviewed for alignment with the [Academic Program Rules for Higher Degrees by Research](#), the requirements of this and any other relevant University policy, and the Rules for Jointly-Conferred PhD Programs as specified in the Research Student Handbook.

## **5. Renewal or Termination of an Institutional Jointly-Conferred PhD Award Agreement**

5.1 As part of the standard annual review process for international agreements, Global Engagement will notify the Deputy Vice-Chancellor (Research) of agreements due to expire in the following year. The PVC (RED) and DOGS will advise the Deputy Vice-Chancellor (Research) on the renewal or non-renewal of an agreement at least six months prior to its expiry.

5.2 For Institutional Agreements with an Australian partner, the PVC (RED) and DOGS will initiate a process to advise the Deputy Vice-Chancellor (Research) on the renewal or non-renewal of an agreement at least six months prior to its expiry.

5.3 All relevant faculties will be asked to provide information on the importance of the existing collaboration and provide a recommendation on renewal or non-renewal of the agreement.

5.4 The required endorsements and approval for renewal of an agreement are the same as those for the original agreement, and detailed in Procedures 3.1.2 and 3.1.3

5.5 In seeking review of a renewal proposal by Legal and Risk, the PVC (RED) and DOGS will need to confirm in writing that the Jointly-Conferred Award and the partner institution(s) continue to meet:

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- a) the objectives of the Jointly-Conferred Award;
  - b) the requirements of this Policy;
  - c) the requirements of all other University policies; and
  - d) compliance with the signed legal agreement between the University and the partner institution.

5.6 If a determination is reached that an Agreement should not be renewed, the PVC (RED) and DOGS will seek approval from the Deputy Vice-Chancellor (Research) for this course of action and, if supported, (for international agreements) will inform Global Engagement.

5.7 If a decision is reached to terminate the Agreement with an international partner prior to its expiry date, the PVC (RED) and DOGS will consult with Global Engagement, Legal and Risk and the relevant faculties, giving due consideration of any notice provisions within the Agreement.

5.8 For international agreements, a formal communication of the University's decision must be sent to the international partner by Global Engagement. Communication to the international partner should include:

- a) the basis on which the decision to terminate has been made; and
- b) reference to the relevant termination provision in the agreement.

## DEFINITIONS

**Doctor of Philosophy (PhD)** refers to a program at Doctoral level which comprises two-thirds or more of its assessable content by research.

**Due Diligence** refers to the process where all reasonable steps are taken to obtain relevant information that will help reduce the risk of making an uninformed decision.

**FAS Arrangement**, as defined in section 9(1) of *Australia's Foreign Relations (State and Territory Arrangements) Act 2020* and, for the purposes of the FAS, includes any written arrangement, agreement, contract, understanding or undertaking whether or not it is legally binding entered into with a Foreign Entity.

**FAS Notification** refers to the submission of information to the Department of Foreign Affairs and Trade (DFAT) whenever an International Collaboration is a FAS Arrangement with a Foreign Entity.

**Foreign Entity**, as defined in section 8 of *Australia's Foreign Relations (State and Territory Arrangements) Act 2020* and, for the purposes of the FAS, it includes foreign governments as well as universities that are located in a foreign country and lack institutional autonomy.

**Jointly-Conferred Award(s)** refers to a Higher Degree by Research program for **PhD** students delivered jointly by two or more collaborating institutions whereupon completion a student receives a single award conferred jointly by those institutions.

**Individual Jointly-Conferred Agreement / Cotutelle** refers to a one to one agreement governing a degree program developed for a specific PhD student using the French Cotutelle model.

**Institutional Jointly-Conferred Award Agreement** refers to a document which provides an overarching agreement for the joint award of a PhD with a partner institution. Multiple students may enrol under the aegis of such an Agreement.

**Proponent** refers to the University staff member proposing a collaboration in the PhD space.

**Proponent Area** refers to the University's Division, Faculty, School, Branch, Institute or Centre in which the Proponent works.

<b>RMO File No.</b>	F. 2021/7907
<b>Policy Custodian</b>	Deputy Vice-Chancellor and Vice-President (Research)
<b>Responsible Policy Officer</b>	Pro Vice-Chancellor (Researcher Education and Development) and Dean of Graduate Studies
<b>Endorsed by</b>	Academic Board on 1 June 2022
<b>Approved by</b>	Vice-Chancellor and President on 1 June 2022
<b>Related Documents and Policies</b>	<a href="#">Research Student Handbook</a> <a href="#">Brand Policy</a> <a href="#">Contracts and Agreements Policy</a> <a href="#">Information Management Policy</a> <a href="#">International Engagement Policy</a> <a href="#">Risk Management Policy</a> <a href="#">Research Education and Supervision Policy</a>
<b>Related Legislation</b>	<i>University of Adelaide Act (SA) 1971</i> <a href="#">Foreign Influence Transparency Scheme Act 2018</a> <a href="#">Foreign Relations (State and Territory Arrangements) Act 2020</a>
<b>Superseded Policies</b>	Jointly-Conferred HDR Awards Policy 2016
<b>Effective from</b>	1 June 2022
<b>Review Date</b>	31 May 2025
<b>Contact for queries about the Policy</b>	Director, Adelaide Graduate Research School