



UFSCar  
N.º 017/2023  
Processo: 23112.034409/2022-81

# Jointly-Supervised Doctorate Agreement (Institutional)

---

Deakin University (**Deakin**)  
Federal University of São Carlos (**UFSCar** or **Partner Institution**)



# Jointly-Supervised Doctorate Agreement (Institutional)

---

## Parties

### Deakin University

ABN 56 721 584 203

of 1 Gheringhap Street, Geelong, Victoria, 3220

(Deakin)

### Federal University of São Carlos

of 235km Washington Luís Highway, São Carlos, São Paulo, 13565-905, Brazil

(UFSCar or Partner Institution)

## Background

- A. The parties recognise the value of the joint supervision and exchange of doctoral research Candidates as a vehicle to enhance international research networks and to provide opportunities to advance scholarship and the generation of knowledge.
- B. The parties have agreed to establish a jointly-supervised program of research and study in accordance with the provisions this Agreement.

## Agreement

### 1. Definitions and Interpretation

#### Definitions

#### 1.1 In this Agreement:

**Background IP** means information, techniques, know-how, software and materials in any form or medium, and all related Intellectual Property, provided by a party prior to or after the date of this Agreement for use in the conduct of the Candidate's Research Project.

**Candidate** means a person enrolled in the Program at both Institutions under this Agreement.

**Candidature** means the period of time during which a Candidate is enrolled in a Higher Degree by Research under this Agreement.

**Commercialisation** means:

- (a) where the Project IP is a product, to make, hire, sell or otherwise dispose of the product; or
- (b) where the Project IP is a method or process, to use the method or process, or to do any act mentioned in subclause (a) in respect of a product resulting from such method or process; or
- (c) licensing or permitting any third party to do anything set out in subclauses (a) or (b).

**Doctoral Study Agreement** means an agreement executed by the parties and the Candidate at the time of enrolment in the Program, setting out the details of the Candidate's HDR, which must include those matters set out in **Schedule 2**.

**Higher Degree by Research** or **HDR** means a program of research and research training leading to an award of a doctoral degree.

**Home Institution** means the Institution at which the Candidate will spend the majority of their time during their enrolment in the Program.

**Host Institution** means the Institution at which the Candidate will spend a portion of their Candidature as agreed among the Candidate and the Supervisors.

**Institution** means either Deakin or the Partner Institution as the context may dictate, and **Institutions** means both of them.

**Intellectual Property** means all rights conferred by statute, common law or in equity to ownership of copyright (including future copyright), trademarks, designs, patents, business names, domain names, semiconductor or circuit layout rights, plant breeders rights, rights in respect of trade secrets and other confidential information, and all other rights generally falling within the scope of this term, whether registered or unregistered and whether registrable or not.

**Policies** means the legislation, regulations, policies, procedures and rules governing the HDR award at each Institution as they may be amended, varied or replaced from time to time.

**Program** means the program of research and Research Training established by this Agreement, pursuant to which one or more Candidates undertake an HDR offered collaboratively by the parties. Candidates in the Program are enrolled at both Institutions, are jointly supervised, write one Thesis, and receive two separate awards, an award from the Partner Institution meeting its requirements and an award from Deakin meeting Deakin's requirements.

**Project IP** means Intellectual Property which is created, developed or discovered by the Candidate while undertaking the Research Project, but does not include copyright in the Candidate's Thesis.

**Representative** means a representative of each party appointed in accordance with **clause 3**.

**Research Project** means the program of research carried out by the Candidate while enrolled in the Program.

**Research Training** means training and courses in the skills, techniques and knowledge necessary to the conduct of advanced research.

**Supervisor** means the academic staff of a party involved in the supervision of a Candidate's HDR.

**Thesis** means the major assessable research outputs presented for examination that demonstrate a Candidate's original contribution to knowledge.

### **Interpretation**

1.2 In this Agreement, unless the context requires otherwise, a reference to:

- (a) a clause or schedule is a reference to a clause of or schedule to this Agreement;
- (b) 'this Agreement' includes the Background and any schedules and attachments to this Agreement;
- (c) a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (d) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
- (e) 'dollars' or '\$' is a reference to Australian dollars unless otherwise specified;
- (f) a business day means a day other than a Saturday or Sunday on which banks are open for business in the jurisdiction in which the recipient of a Notice, or the party required to perform an obligation or exercise a right, is located, and if the day on which a thing is to be done under this Agreement is not a business day, it must be done on the next business day;
- (g) any law or legislation includes any statutory modification, amendment or replacement of that law or legislation and any subordinate legislation or regulations made under that law or legislation;
- (h) writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form;
- (i) the word 'include' or 'including' is to be interpreted without limitation;
- (j) the singular includes the plural and the plural includes the singular; and
- (k) a gender includes all genders.

1.3 If a word or phrase is given a defined meaning, other grammatical forms of that word or phrase have a corresponding meaning.

1.4 Headings are for reference only and do not affect the meaning of this Agreement.

1.5 This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.

## 2. Term

- 2.1 This Agreement takes effect on the date it is signed by the last party to sign, and remains in effect for a period of five years from that date, unless it is terminated earlier pursuant to **clause 16.4** or **16.5**, subject to the provisions of **clause 16.6**.
- 2.2 The parties may agree in writing to extend the duration of this Agreement prior to its expiry by further agreement in writing, which shall be in the form of an amendment or addendum hereto signed by the authorised representatives of each party.

## 3. Management and Approvals Representatives

- 3.1 Each party will appoint a Representative to communicate as required and to oversee the strategic operation of the collaboration.
- 3.2 The initial Representatives of the parties are identified in **Item 1 of Schedule 1**. If a Representative of a party becomes unable to act in that role, the relevant party must appoint a suitably qualified replacement and promptly notify the other party.

### Quality Assurance

- 3.3 The parties will cooperate fully in the conduct of activities required by their respective quality assurance frameworks, which may include staff of an Institution attending at the other Institution's campus and research facilities.

### Approvals and Cooperation

- 3.4 Each party is responsible for maintaining the registration and/or accreditation of its doctoral award as required in its own jurisdiction (**Approval**).
- 3.5 Each Institution will comply with any request for further information made by the other Institution (acting reasonably), or any governmental agency overseeing Approval in the other Institution's jurisdiction.

### Revocation or Modification of Approval

- 3.6 A party must notify the other party immediately in writing if they become aware that an Approval has been modified or revoked. The parties must within ten days of such notification confer to determine the effect of the modification or revocation on the Program and thereafter a party may in its absolute discretion terminate this Agreement immediately by notice in writing.

## 4. The Program

- 4.1 The parties agree to establish a program for the joint-supervision, exchange and assessment of HDR students.

### Admission and Records

- 4.2 An applicant for selection into the Program may either:
- (a) be enrolled in their Home Institution first in accordance with the Home Institution's then-current admission requirements followed by enrolment in the Host Institution in accordance with the Host Institution's then-current admission requirements. or;
  - (b) apply for admission and selection into the Program simultaneously at each Institution in accordance with each Institution's then-current admission requirements.
- 4.3 Each Institution will ensure that the other Institution is made aware of its admission and selection policies, including language proficiency requirements.
- 4.4 Each Institution reserves the right to amend their respective Policies and requirements from time to time and must notify the other Institution of such changes in a timely manner.
- 4.5 An applicant who has completed two or more years (or part-time equivalent) of their HDR is not eligible for selection into the Program without the prior agreement of both Institutions.
- 4.6 Applicants who have already commenced an HDR at one Institution must be in good academic standing (i.e. compliant with all applicable Policies of that Institution, including course progression) at that Institution when applying to and on selection into the Program at the other Institution.
- 4.7 The parties acknowledge that each party must comply with its own Trade and Sanctions Laws and each party will advise the other party if Trade and Sanction Laws impact on any applicant to the Program or any Candidate registered in the Program. For the purposes of this clause **Trade and Sanction Laws** mean the national, economic union and international laws to which a party is subject, which impose sanctions against individuals, entities and countries.
- 4.8 An applicant selected into the Program must remain enrolled (or registered) as an HDR Candidate at each Institution throughout the Program.

- 4.9 Each Institution must maintain student records for the Candidate in accordance with its own Policies and provide copies to the other Institution upon request.

#### **Supervisor/s and Supervision Committee**

- 4.10 Each Institution will appoint one or more Supervisors for the Candidate meeting its requirements for supervisors of HDR Candidates.
- 4.11 A single Supervision Committee will be established for each Candidate to monitor the progress of the Candidate until examination. The Supervision Committee will include each Institution's Supervisors and may include such additional individuals as are determined to be of value to the Candidate and who meet each party's requirements for supervisors. The members of the Supervision Committee will be set out in the Doctoral Study Agreement. Any changes to the composition of the Supervision Committee must be agreed by both parties.

#### **Doctoral Study Agreement**

- 4.12 On selection of a Candidate into the Program and prior to enrolment, the Candidate and the parties will jointly develop an agreement setting out the terms of the Candidate's participation in the Program. The Doctoral Study Agreement will include the matters set out in the template agreement set out in **Schedule 2**, must be approved in writing by each principal Supervisor named in the Doctoral Study Agreement and must be executed by the Candidate, the principal Supervisor(s) and by an authorised officer of each Institution.
- 4.13 A copy of this Agreement will be attached to each Doctoral Study Agreement as an annexure.
- 4.14 In case of any discrepancy or inconsistency between the terms of this Agreement and a Doctoral Study Agreement, the terms of the Doctoral Study Agreement will take precedence over the terms of this Agreement.

#### **Visa Assistance**

- 4.15 Each Institution will provide the necessary information (where applicable) to enable the Candidate to make application for a student visa. If an Institution-issued invitation letter, Confirmation of Enrolment, or equivalent, is required to support a visa application, the relevant Institution will provide that document to the Candidate.

#### **Residency**

- 4.16 A Candidate must spend at least three months of the total period of study of their HDR at each Institution, with the periods spent at each Institution subject to the approval of the Supervisory team. The Institutions may agree to a greater division of time between them if they agree that it is in the Candidate's best interests, or if the period of residency is adversely affected by a Force Majeure Event. For the purposes of this **clause 4.16**, any period of time in which the Candidate is engaged in HDR study as contemplated by **clause 4.5** is included in the total period of study.
- 4.17 The parties acknowledge that a Force Majeure Event may adversely impact or prevent a Candidate's residency at one of the Institutions. The parties will in good faith negotiate alternative arrangements for the Candidate as required from time to time to maintain the integrity of the Program and minimise disruption to the Candidate, which may include the Candidate undertaking a period of residence at another research institution.
- 4.18 For the purposes of **clauses 4.16** and **4.17**, **Force Majeure Event** means any cause beyond the reasonable control of a party that prevents that party from carrying out its obligations under this Agreement, including events arising from an act of God, act of war, act of terrorism, act of civil war or riot, fire, flood, natural disaster, industrial action, epidemic, pandemic or act of government.

#### **Compliance with Policies**

- 4.19 A Candidate must abide by the applicable Policies of each Institution, and while in residence will have the same obligations, rights and privileges as other students in residence at that Institution.

#### **Work Safety Plan**

- 4.20 Each Institution at which the Candidate is in residence must prepare with the Candidate a written plan (**Work Safety Plan**) to cover the conduct of the Research Project at that Institution, which must be approved by both principal Supervisors. The Work Safety Plan must:
- (a) identify any health and safety hazards of the Research Project, with specific reference to biosafety (including genetically modified organisms), chemical safety, field work, physical plant and process hazards and radiation;
  - (b) assess risk associated with the Research Project; and
  - (c) put in place appropriate control measures to minimise the assessed health and safety risks.

- Fees**
- 4.21 Each Student must pay doctoral program tuition fees, bench fees and any other mandatory fees as set out in their Doctoral Study Agreement, subject to any tuition fee waiver or other financial support provided in that Doctoral Study Agreement.

- Benefits for Candidate**
- 4.22 If there is a conflict between the Policies of the two Institutions with respect to a Candidate's leave entitlements (including parental and adoption leave), or intermission, the Policies of the Home Institution will prevail, subject to any Special Conditions set out in the Doctoral Agreement and the requirements of any external scholarship held by the Candidate.

- 4.23 Each Institution must make available to Candidates the same access to support and infrastructure that it would provide to candidates registered solely at that Institution, including, access to the following when in residence at that Institution:

- (a) its complaints processes; and
- (b) appropriate advocacy support.

- Coursework and Research Training**
- 4.24 If one or both Institutions require the Candidate to complete compulsory coursework or Research Training, the Candidate must complete those requirements at only one Institution and will be exempt from completing them at the other Institution because this Institution will accredit such activities in accordance with its own rules and procedures, unless otherwise agreed by the parties. If applicable, the specific requirements will be identified in the Doctoral Study Agreement.

## **5. Academic Progress and Research Misconduct**

- 5.1 Each Candidate must satisfy the academic and other requirements of each Institution.
- 5.2 A Candidate is subject to the Policies of both Institutions with respect to academic integrity and research misconduct. Any allegation of academic or research misconduct must be reported to both Institutions and the parties must agree upon a process to deal with the allegation that satisfies the requirements of both Institutions' Policies.

## **6. Thesis Submission and Examination Format and Submission**

- 6.1 The Thesis must meet the formatting and submission requirements of both Institutions current at the date of submission. Each party will make its formatting and submission requirements available to the Candidate.
- 6.2 The Candidate will be required to submit a single Thesis to both Institutions at the same time. The Thesis must be written in English. A party may require that an abstract in a language other than English be provided, and this will be set out in the Doctoral Study Agreement.
- 6.3 The Candidate is required to undertake and meet the requirements of both Institutions in relation to plagiarism checks.

### **External Examination of Thesis**

- 6.4 Subject to **clause 6.5**, the examination of the Thesis will follow the procedures of the Home Institution.
- 6.5 The Supervision Committee will nominate three external examiners to whom the Thesis may be submitted. Each party will submit the names of the nominees for internal approval, as required by its Policies.
- 6.6 The Candidate's Home Institution will be responsible for the organisation of the external examination of the Thesis, will receive examiners reports and will provide copies of the examiner's reports to the Host Institution.
- 6.7 Examiners' reports must be provided in English.

### **Oral Examination of the Thesis**

- 6.8 If one or both of the Institutions require an oral examination of the Thesis, the following provisions will apply:
- (a) each Institution will confirm in writing to the other Institution that the Candidate has fulfilled all of its own requirements to proceed to oral examination of the Thesis and once the requirements of both Institutions have been met the oral examination can be planned and organised;

- (b) if one of the Institutions does not approve the Thesis for examination pursuant to **clause 6.8(a)** and the Candidate has exhausted all permitted processes to resubmit the Thesis for examination at that Institution, the Candidate may withdraw from one Institution and continue their enrolment with the other Institution, and the provisions of **clause 7.3** will apply;
  - (c) there will be only one oral examination and only one report arising from the oral examination;
  - (d) the oral examination will be managed by the Home Institution. If the Home Institution does not require an oral examination, the Host Institution will manage the oral examination pursuant to its Policies and as set out in this **clause 6.8**. The Institution managing the oral examination of the Candidate's Thesis is referred to as the **Examining Institution**;
  - (e) the oral examination of the Thesis will be conducted in English, and an abstract of the Thesis in Portuguese shall be presented in the oral examination;
  - (f) the oral examination will be conducted by a panel convened by the Examining Institution, which must include at least one member of the other Institution.
- 6.9 The date of the oral examination of the Thesis, if required, will be agreed by the principal Supervisors, who will then notify the relevant heads of their respective institutions.
- 6.10 If the Candidate passes the oral examination of the Thesis, the institution at which the oral examination takes place will transmit a copy of the complete oral examination file to the other institution.
- 6.11 The requirements and format for the oral examination of the Thesis will be set out in the Doctoral Study Agreement.

## **7. Award and Testamur**

- 7.1 Neither Institution will confer its award on the Candidate until all internal approval processes of the other Institution have been completed.
- 7.2 On the Candidate satisfying all requirements and obtaining all internal approvals for the conferral of the degree at each Institution, each Institution will award the Candidate with a doctoral (or PhD) degree.
- 7.3 A decision by one Institution not to confer an award does not preclude the other Institution from conferring the award, however that award must not refer to this Agreement or the Program or imply that the other Institution has approved the conferral of the award. In this case, the Doctoral Study Agreement will be terminated immediately, and the Thesis produced for submission to one Institution cannot be submitted to the other Institution for examination under the equivalent award program.
- 7.4 Subject to **clauses 7.2** and **7.3**, two separate testamurs, diplomas or certificates will be conferred on a Candidate who has successfully completed the Program and each must note that the doctoral award is conferred under a jointly supervised HDR program between the parties. Where the case, testamurs, diplomas or certificates will be conferred along with a letter or statement signed by the competent office or authority of the issuing institution noting that the doctoral award is conferred under a jointly supervised HDR program between the parties.

## **8. Responsibilities of Candidates**

Each party undertakes to inform Candidates that, unless explicitly identified as financial support to the Candidate in the Doctoral Study Agreement, Candidates are responsible for the following expenses:

- (a) tuition fees;
- (b) amenities and services fees and other incidental fees and charges;
- (c) travel expenses;
- (d) insurance, including medical and travel insurance, noting that Candidates coming to Australia are required to fulfil Australian Government regulations by purchasing overseas Candidate health cover before applying for an Australian visa, and Candidates coming to the Partner Institution are required to demonstrate that they have purchased and maintain insurance covering medical and mortal remains repatriation;
- (e) accommodation and living expenses;
- (f) all costs associated with applying for and obtaining appropriate visas and travel documentation;
- (g) purchasing textbooks; and
- (h) all debts incurred by them during the course of their study.

## 9. Intellectual Property

9.1 Each party:

- (a) retains ownership of its Background IP existing prior to this Agreement or generated independently of this Agreement; and
- (b) grants to the other party (**Grantee**) a non-exclusive, non-transferable, royalty-free licence to use its Background IP to the extent necessary to perform the Grantee's obligations in accordance with this Agreement.

9.2 Unless otherwise stated in the Doctoral Study Agreement, the following provisions for ownership and licensing of Project IP will apply:

- (a) the Institutions will jointly own the Project IP in equal shares as tenants in common; and
- (b) subject to **clause 9.4**, each Institution grants to the other Institution an irrevocable, perpetual, worldwide, royalty-free, non-transferable licence to use, reproduce, modify and adapt the Project IP it owns for teaching, non-commercial research, and publications as set out in **clause 10**, but not for Commercialisation.

9.3 Ownership of Project IP does not affect the Candidate's ownership of copyright in their Thesis.

9.4 Each party will promptly disclose in confidence to the other party in writing, and will procure that the Candidate promptly disclose in confidence to the Institutions in writing, any Project IP that may have potential commercial value, in sufficient detail to allow the parties to assess whether and on what terms Intellectual Property protection should be sought.

### Commercialisation

9.5 The parties will negotiate in good faith and using all best endeavours to agree upon the terms of any program of Commercialisation of the Project IP so as to fairly share in any commercial return associated with the Project IP.

9.6 The Institutions will cooperate, where required, in relation to the preparation and prosecution of applications for protection of Project IP, and in relation to any legal proceedings concerning such Intellectual Property protection.

## 10. Publications

10.1 In this clause,

- (a) **Publication/s** include speeches, seminars, articles and other written presentations;
- (b) **Publisher** means an Institution or the Candidate;
- (c) **Reviewer** means
  - (i) if an Institution is a Publisher, the other Institution;
  - (ii) both Institutions if the Candidate is the Publisher.

10.2 Unless otherwise set out in the Doctoral Study Agreement, the following provisions apply to publications arising from the Research Project:

- (a) neither Institution may publish independently of the Candidate during the Candidature;
- (b) a Publisher must obtain the consent of each Reviewer prior to publication, which consent cannot be unreasonably withheld;
- (c) the Publisher must submit for review by the Reviewer a copy of the proposed Publication at least thirty days prior to the proposed date of submission for publication. A Reviewer may object to publication only if the proposed Publication discloses the Reviewer's Confidential Information (as defined in **clause 11.1**) or prejudices the ability to obtain registration of Project IP;
- (d) if a Reviewer does not object to the Publication in writing within twenty days of receipt of a request for consent, consent to the Publication will be deemed to have been given. If a Reviewer objects to the Publication in writing within twenty days of receipt of a request for consent, the Reviewer and the Publisher must negotiate with a view to preparing an acceptable version of the proposed Publication for release within the original thirty day period;
- (e) all Publications must acknowledge the cooperation of the Institutions in the Research Project and, at either Institution's request, should name that Institution's staff members involved in the Research Project, subject to the generally accepted authorship guidelines for publications.



## 11. Confidentiality

11.1 For the purposes of this clause, **Confidential Information** means any information existing prior to the commencement of the Research Project or created in the course of the Research Project which is designated by a party as confidential and disclosed as confidential, or information which the receiving party knows or ought to know is confidential, provided that no information will be regarded as confidential if it:

- (a) is or becomes public knowledge other than by breach of this Agreement;
- (b) is received by a party from a third party where the recipient has no reason to believe that there has been a breach of any obligation of confidentiality owed to the discloser;
- (c) is independently developed by an employee or agent of the receiving party having no knowledge of the information the subject of the disclosure;
- (d) is agreed in writing by the parties to no longer constitute Confidential Information.

11.2 Each party agrees to keep confidential all Confidential Information of the other party. The parties will not, without the written consent of the party to whom Confidential Information belongs:

- (a) use the Confidential Information other than for the purposes of performing its obligations under this Agreement; or
- (b) directly or indirectly disclose the information to any third party, beyond those reasonably involved in the performance of this Agreement.

11.3 A party will not be in breach of **clause 11.2** where Confidential Information is required by law or regulation to be disclosed, provided that the party required to make disclosure promptly notifies the party who has made the Confidential Information available (where legally permitted to do so), to allow the latter party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

11.4 Subject to **clause 11.5**, on termination or expiry of this Agreement each party must:

- (a) at the option of the owner of any Confidential Information in a party's possession or control, return all copies of that Confidential Information to the owner or securely and permanently destroy all such copies; and
- (b) permanently delete all such Confidential Information stored electronically.

11.5 A party may retain one copy of any Confidential Information where that party is required to do so in order to meet its professional or legal obligations or the party's obligations under this Agreement. Any Confidential Information retained under this clause remains subject to a party's obligations of confidentiality under this Agreement.

11.6 Each party will assume responsibility for the actions of its employees, agents and sub-contractors who have access to the Confidential Information from time to time and must ensure that they are aware of and strictly bound by the confidentiality obligations created under this Agreement.

## 12. Privacy

12.1 In this clause, **Personal Information** means information or an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

12.2 The parties will comply with all applicable privacy legislation in the performance of this Agreement.

12.3 Without limiting the scope of **clause 12.2**, if a party is required to collect, use, disclose or create Personal Information in the performance of this Agreement it will

- (a) only use that Personal Information for purposes directly related to the performance of this Agreement or with the consent of the individual who is the subject of the Personal Information;
- (b) have in place organisational and technical security measures to protect that Personal Information from misuse, loss, unauthorised access, modification and disclosure;
- (c) not disclose that Personal Information to any other person except to the extent required to enable performance of this Agreement, where the individual has given express consent, or where required by law;
- (d) keep Personal Information it holds secure and immediately notify the other party if it becomes aware of an actual, threatened or alleged breach of any obligation concerning security, use and disclosure of Personal Information (**Breach**);

- (e) comply with, and assist the other party to comply with, any applicable mandatory data breach notification requirements;
- (f) take such action and cooperate fully with the other party to mitigate the consequences of a Breach and to investigate the Breach;
- (g) in the case of Personal Information of individuals resident in a jurisdiction providing data subject rights, assist the other party to comply with the exercise by the individual of those data subject rights as applicable to a party;
- (h) permanently deidentify or, at the option of the party providing Personal Information (**Provider**) securely destroy or delete Personal Information of the Provider at the termination or expiry of this Agreement, subject to statutory recording keeping obligations and provide to the Provider, a certificate of destruction/deletion/de-identification signed by an authorised officer upon request.

### 13. Insurance

13.1 Each party will effect and maintain the following insurances for the duration of this Agreement:

- (a) public liability and professional indemnity insurance cover appropriate and sufficient to cover the activities of that party anticipated under the terms of this Agreement; and
- (b) workers' compensation insurance as required under applicable workers' compensation legislation for its employees.

13.2 Each party will, when requested by the other party, provide evidence of the insurances required under this **clause 13**.

13.3 Notwithstanding **clauses 13.1** and **13.2**, it is acknowledged and accepted hereby that the Partner Institution, as a Brazilian federal entity, will operate, where the case, as its own insurer in practice, i.e. using resources from its own budget in order to indemnify for eventual losses and damages attributable to any injury to or death of a person or damage to or loss of property arising from any act(s) or omission(s) of its employees, agents, officers or representatives while performing their institutional duties.

13.4 The effecting of insurance as required under this clause will not in any way limit the obligations or responsibilities of the parties under this Agreement.

13.5 Any insurance requirements specific to the Candidate will be set out in the Doctoral Study Agreement, and each party will comply with those requirements as applicable to it.

### 14. Notices

14.1 A notice, demand or consent (**Notice**) given to a party under this Agreement is only effective if it is in writing and sent in one of the following ways:

- (a) delivered or sent by prepaid post to that party at its address, marked to the attention of the officer set out in **Item 2** of **Schedule 1** and along with return receipt; or
- (b) except for Notices of termination sent under **clauses 3.6** or **16**, by electronic message to the email address set out in **Item 2** of **Schedule 1**, along with delivery status notifications.

14.2 Subject to **clause 14.3**, a Notice given for any purpose under this Agreement is taken to be received:

- (a) if hand delivered, on delivery, provided that the corresponding return receipt is duly filled in and signed by an authorized receiver;
- (b) if sent by prepaid post, on the date marked in the corresponding return receipt signed by an authorized receiver;
- (c) if sent by electronic message, the earlier of receipt by the sender of an automated message confirming delivery, or eight hours after the message has been sent, unless the sender has received an automated message that the electronic message was not delivered or the sender knows or should reasonably know that there is a network failure which may have resulted in non-delivery.

14.3 If a party gives the other party three business days' notice of a change of its address or fax number, a Notice is only effective if it is given to that party at the latest address or fax number.

### 15. Dispute Resolution

15.1 If a dispute arises in relation to any matter under, or the meaning, intent or application of any part of this Agreement, the parties agree to undertake the procedure in this **clause 15** before resorting to arbitration, litigation or some other dispute resolution process.

- 15.2 A party alleging a dispute must give the other party notice in writing setting out all details of the dispute.
- 15.3 On receipt of a notice under **clause 15.2** the nominated senior representatives of both parties must meet within five business days and, acting reasonably and in good faith, do their best to resolve the dispute through negotiation.
- 15.4 If the parties do not resolve the dispute within 45 days of receipt of a notice under **clause 15.2**, then a party may notify the other party in writing that the matter must be referred to a single mediator to be nominated in accordance with the ICC Mediation Rules. The place of the mediation will be set out in **Schedule 1** and the language of the mediation will be English.
- 15.5 A person is entitled to appear before the mediator, or on any matter respecting the mediation, by teleconference, videoconference, or any similar electronic means.
- 15.6 The costs of the mediator will be borne equally by the parties.
- 15.7 Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement, to the extent that those obligations are not the subject of the dispute.
- 15.8 This **clause 15** does not restrict or limit the right of either party
- (a) to obtain interlocutory relief; or
  - (b) to immediately terminate this Agreement, where this Agreement provides such a right.
- 15.9 A dispute involving the Candidate will be managed in accordance with the Policies of the Home Institution, provided that the Host Institution is entitled to participate in the dispute resolution process if its interests are affected.

## **16. Withdrawal and Termination**

### **Withdrawal with respect to specific Candidate**

- 16.1 An Institution may withdraw from joint-supervision of a Candidate if:
- (a) the Candidate withdraws or is excluded/expelled from that Institution for unsatisfactory academic progress;
  - (b) the principal Supervisor appointed by that Institution is not available to continue to supervise the Candidate and a comparably qualified replacement, reasonably acceptable to the other Institution and the Candidate, is not available, in which case the other Institution will not be entitled to any form of compensation; or
  - (c) the Candidate withdraws from that Institution under **clause 6.8(b)**.
- 16.2 In the case of an Institution withdrawing from joint-supervision of a Candidate for any reason, written notification should be sent to the other Institution within one month, explaining the decision and the Institutions must promptly communicate to consider the impact of the withdrawal on the Candidate's academic progress at the continuing Institution.
- 16.3 If the Candidate requires access to the Background IP of the withdrawing Institution in order to complete their Thesis, the Institutions will enter into good faith negotiations to make that Background IP available on reasonable terms, and subject to reasonable obligations of confidentiality.

### **Termination of Agreement**

- 16.4 Either party may terminate this Agreement by providing a minimum of six months written notice to the other party, or such shorter period as the parties may agree upon in writing.
- 16.5 Either party may terminate this Agreement immediately if the other party:
- (a) commits a material breach of this Agreement which is unable to be rectified; or
  - (b) fails to rectify a breach of this Agreement within 30 days of receiving a written notice specifying the breach to be rectified.
- 16.6 Candidates who have commenced the Program prior to the date of termination of this Agreement, will be permitted to complete the Program, and the obligations of a party in respect of such Candidates as specified in this Agreement will continue until the Candidate has completed the Program in compliance with the Policies of each party.
- 16.7 Any terms of this Agreement which, by their nature, are continuing will survive the termination or expiry of this Agreement. Without limitation, **clauses 1, 7.3, 9, 10, 11, 12, 15, 16.3, 16.6, 17.3, 18.1 and 19.8** survive the expiry or termination of this Agreement.

## **17. Relationship and Use of Name and Logo**

- 17.1 This Agreement does not create any relationship between the parties in the nature of a partnership, principal and agent, joint venture or fiduciary.
- 17.2 Each party agrees that its employees, students, officers, volunteers and agents will not by virtue of this Agreement be deemed to be those of the other party and must not represent themselves as such.
- 17.3 A party may publish the name of each of the parties and the title and duration of the Research Project on its websites and in its reports of research activity. In all other respects, a party will not use, nor permit any person or entity to use, the name or logo or any variation of the name and logo of the other party without prior written approval of an authorised representative of that party.

## **18. Prohibitions**

- 18.1 Neither party will:
- (a) participate in false or misleading advertising or promotional practices about the other party;
  - (b) offer to applicants to the Program any guarantee of admission or make any representations about the other Institution;
  - (c) make any false or misleading comparisons with other education providers and their courses;
  - (d) make any inaccurate claims of association with other education providers; or
  - (e) give inaccurate information to an applicant to the Program about fees and charges payable to the other Institution.
- 18.2 All promotional materials prepared by the Partner Institution and referencing the Deakin HDR program must include Deakin's Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) number as follows: Deakin University CRICOS Provider Code 00113B.

## **19. Miscellaneous Entire Agreement**

- 19.1 This Agreement constitutes the entire agreement between the parties as to its subject matter. It supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter.

### **Variation**

- 19.2 This Agreement may only be altered or varied in writing signed by each of the parties.

### **Waiver**

- 19.3 A waiver of any right under this Agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach or an implied waiver of that obligation on any other occasion.
- 19.4 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.
- 19.5 A party may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

### **Severability**

- 19.6 Part or all of any clause of this Agreement that is illegal or unenforceable in any jurisdiction will be severed in the relevant jurisdiction and the remaining provisions of this Agreement will continue in force. The legality or enforceability of the provision in any other jurisdiction will not be affected.

### **Meetings**

- 19.7 If the parties are required to meet or convene a committee or panel, the meeting, committee or panel may take place in person, or by electronic means such as teleconference or videoconference and decisions may be made and documented by circulation.

### **Costs**

- 19.8 Except as otherwise set out in this Agreement, each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this Agreement and any document related to this Agreement.

### **Execution of Separate Documents**

19.9 This Agreement is properly executed when:

- (a) each party executes this document including by electronic signature; or
- (b) if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties by mail.

19.10 If this Agreement is executed in counterparts, the date of this Agreement is the date on which it is signed by the last party.

## Execution and Date

---

Executed as an agreement.

Date: February 17, 2023

**Signed** for and on behalf of **Deakin University**  
by its duly authorised officer in the presence of:

*Julie Anne Owens*

.....  
Signature of authorised officer

Professor Julie Owens

Loretta Moloney Digitally signed by Loretta Moloney

.....  
Signature of witness

Deputy Vice-Chancellor Research

Ms Loretta Moloney

Date: February 16, 2023


**Signed** for and on behalf of **Federal  
University of São Carlos** by its duly  
authorised officer in the presence of:

*Ana Beatriz de Oliveira*

[Ana Beatriz de Oliveira \(Feb 17, 2023 08:42 GMT-3\)](#)

.....  
Signature of authorised officer

Professor Ana Beatriz de Oliveira

 Documento assinado digitalmente  
MARCIO WEBER PAIXAO

Verifique em <https://verificador.iti.br>

.....  
Signature of witness

Rector

Professor Márcio Weber Paixão

Date: February 17, 2023

## Schedule 1 | Details

Item 1 Representatives	
Deakin	<p>Professor Bas Baskaran            Pro Vice Chancellor International and Partnerships            Deakin Research            Deakin University            1 Gheringhap Street            GEELONG VIC 3220            AUSTRALIA            T: +61 3 5227 2827            E: <a href="mailto:international-partnerships@deakin.edu.au">international-partnerships@deakin.edu.au</a></p>
UFSCar	<p>Professor Márcio Weber Paixão            Head            International Relations Office            Federal University of São Carlos            235km Washington Luís Highway            SÃO CARLOS SP 13565-905            BRAZIL            T: +55 16 3351 8402            E: <a href="mailto:scg-srinter@ufscar.br">scg-srinter@ufscar.br</a>; <a href="mailto:srinter@ufscar.br">srinter@ufscar.br</a></p>

Item 2 – Addresses for Notices	
Deakin	<p>Professor Julie Owens            Deputy Vice-Chancellor Research            Deakin Research            Deakin University            Locked Bag 20000            GEELONG, VICTORIA 3220            AUSTRALIA            T: +61 3 522 71251            E: <a href="mailto:dvcr@deakin.edu.au">dvcr@deakin.edu.au</a></p>
UFSCar	<p>Professor Márcio Weber Paixão            Head            International Relations Office            Federal University of São Carlos            235km Washington Luís Highway            SÃO CARLOS SP 13565-905            BRAZIL            T: +55 16 3351 8402            E: <a href="mailto:scg-srinter@ufscar.br">scg-srinter@ufscar.br</a>; <a href="mailto:srinter@ufscar.br">srinter@ufscar.br</a></p>

Item 3 – Place of Mediation	
	London

## Schedule 2 | Template for Doctoral Study Agreement

### Doctoral Study Agreement

#### Parties

Deakin Details	
Address	1 Gheringhap Street Geelong VIC 3220 Australia
Contact Details	Ph: Email:

Partner Institution Details	
Name	Federal University of São Carlos
Address	235km Washington Luís Highway São Carlos SP 13565-905 Brazil
Contact Details	Ph: +55 16 3351 8111 / +55 16 3351 8402 Email: <a href="mailto:srinter@ufscar.br">srinter@ufscar.br</a>

Candidate Details	
Name	
Address	
Contact Details	Ph: Email:

#### Provisions

##### 1. Program of Study

The parties agree that the Candidate's program of study will be undertaken in accordance with:

- (a) the provisions of the Jointly-Supervised Doctorate Agreement between Deakin and UFSCar a copy of which is attached to this Doctoral Study Agreement as **Attachment 1**, and
- (b) the Schedule to this Agreement.

##### 2. Miscellaneous

2.1 Any capitalised terms in this Agreement which are defined in the Jointly Supervised Doctorate Agreement have the same definition in this Agreement.

2.2 This Agreement includes the Schedule.

2.3 If there is any inconsistency between the provisions of this Agreement and the provisions of the Jointly-Supervised Doctorate Agreement, the provisions of this Agreement will have priority.

2.4 The parties will execute any further documentation required to give effect to the provisions of this Agreement.

2.5 This Agreement may only be altered or varied in writing signed by each of the parties.

2.6 This Agreement is properly executed when:

- (a) each party has executed this document; or
- (b) if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties, including by mail or electronically.

2.7 If this Agreement is executed in counterparts, the date of this Agreement is the date on which it is signed by the last party.



## Execution and Date

### Executed as an Agreement

Date: \_\_\_\_\_

**Signed** for and on behalf of **Deakin University** by )  
its duly authorised officer in the presence of: )

.....  
Signature of authorised officer

.....  
Name of authorised officer (please print)

.....  
Signature of witness

.....  
Office held

.....  
Name of witness (please print)

Date: .....

**Signed** for and on behalf of **Federal University** )  
**of São Carlos** by its duly authorised officer in the )  
presence of: )

.....  
Signature of authorised officer

.....  
Name of the authorised officer (please print)

.....  
Signature of witness

.....  
Office held

.....  
Name of witness (please print)

Date: .....

**Signed** by name of **Candidate** in the presence )  
of: )

.....  
Signature

.....  
Signature of witness

Date: .....

.....  
Name of witness (please print)

## Schedule to Doctoral Study Agreement of name of Candidate

Research Topic

Enrolment	
Home Institution:	<b>insert name of Candidates' home institution</b>
Host Institution:	<b>insert name of Candidates' host institution</b>
Date of enrolment for first year of Program	<b>Insert Date enrolled at both institutions</b>
Duration of Candidature	Deakin: Target completion 3 years, maximum completion 4 years (or part-time equivalent). Partner Institution: Target completion 4 years, maximum completion 5 years. <i>Note: timeframes include any time spent in PhD study at any Institution, including one of the Institutions before enrolment in the Program.</i>

Residency	
Home Institution:	To be confirmed in writing between parties
Host Institution:	To be confirmed in writing between parties

Supervision	
Principal Supervisor:	Home Institution: <b>insert</b>
Principal Supervisor:	Host Institution: <b>insert</b>
Associate Supervisors/Co-Supervisor/s:	Home Institution: <b>insert</b>
	Host Institution: <b>insert</b>

Facilities and Specialised Equipment	
Home Institution	Work space, computer, access to computer rooms and experimental facilities
Host Institution	Work space, access to computer rooms and experimental facilities, access to libraries

Financial Support - Home Institution	
<b>[Amend as necessary]</b> <b>Deakin home</b> 1. Stipend 2. Travel allowance (flights and visa costs) 3. Overseas health cover and travel insurance 4. Tuition fee waiver for 4 years	

<b>UFSCar home</b> 1. Tuition fee waiver for the entire duration of candidature	
--	--

<b>Financial Support - Host Institution</b>	
<b>Deakin host</b> 1. Tuition fee waiver for 4 years	
<b>UFSCar host</b> 1. Tuition fee waiver for the entire duration of candidature	

<b>Insurance Obligations</b>	
Home Institution:	<i>insert</i>
Host Institution:	<i>insert</i>
Candidate:	<i>insert</i>

<b>Language of Instruction</b>	
Home Institution:	English/Portuguese
Host Institution:	English/Portuguese

<b>Requirements and Training</b>			
<b>Training</b>	<b>Institution Responsible</b>	<b>Details</b>	<b>Anticipated Completion Date</b>
Preparation for Provisional Candidature – Induction Training	Deakin	Induction (1 hr)	To be completed in first six (6) months from commencement
Candidature Engagement Form	Deakin	Form to be discussed with supervisory team	To be completed within in the first month of candidature at Deakin
Individual Learning Plan	Deakin	Documents to be maintained and updated throughout candidature	To be completed within the first month of candidature at Deakin and reviewed and maintained throughout candidature
Research Integrity - General Research Integrity and Human or Animal Research Ethics Training modules (as required)	Deakin	Induction (3 hr)	To be completed prior to confirmation of candidature
HDR Respectful Behaviour Training module	Deakin	Induction (1 hr)	To be completed prior to confirmation of candidature
Candidate enrolment procedure	UFSCar	Documents to be furnished, maintained or, where the case, updated before and throughout the candidature	To be completed prior to initial/first enrolment of Candidate and each academic semester throughout candidature

Requirements and Training			
Mandatory courses depending on the specialization area chosen by the Candidate	UFSCar	Classes to be attended (60 credits)	To be completed throughout candidature, but prior to thesis submission and oral examination
Report on activities developed in each semester	UFSCar	Form/document to be presented with the supervision from supervisory team	To be completed by the end of each semester throughout candidature
Plan of activities to be developed in the next semester	UFSCar	Form/document to be discussed with supervisory team	To be completed prior to each semester throughout candidature

Schedule for Progress Reports and Annual Reviews		
Report/Review	Detail	Date
insert	insert	insert
insert	insert	Insert

Format of Thesis	
	<b>Insert only one of the following:</b> A 'conventional' written thesis A thesis by prior publications

Language of Examination/Assessment	
Written Thesis	English
Abstract	Portuguese
Oral Defence (if any)	English

Requirements for Oral Examination	
Oral Examination Required:	YES/NO
Institution organising Oral Examination:	Institution name
Location of Oral Examination:	Located at Institution name with video link.
Mode of Attendance at Oral Examination:	Supervisors from Institution name can participate via video link. A Supervisor may travel to the location of the Oral Examination at their own expense, subject to any agreement with their employing institution.
Payment of costs of Candidate:	insert
Payment of additional costs (e.g. examiners attending in person):	<b>Institution name</b> will cover the costs related to honorarium for examiners, if required. Examiners

	are expected to attend by video-conference and if they choose to travel to the oral defence they do so at their own expense.
--	--

<b>Intellectual Property and Confidentiality</b>	
Ownership and Licensing of Background IP	Each party retains ownership of its Background IP. Each party grants to the other parties a non-exclusive, non-transferrable, royalty-free licence to use its Background IP solely in connection with the Candidate's participation in the Program.
Ownership of Project IP	Insert As set out in clause 9.2(a) of the Jointly-Supervised Doctorate Agreement OR Insert detail
Licence of Project IP	Insert As set out in clause 9.2(b) of the Jointly-Supervised Doctorate Agreement OR Insert detail
Publications relating to Research Project	Insert The parties agree that the provisions of clause 10 of the Jointly-Supervised Doctorate Agreement apply to publications relating to the Research Project OR Insert detail
Restriction on Publication of Project IP	Insert detail
Confidentiality	The Candidate will comply with <b>clauses 11.1 to 11.3</b> of the Jointly-Supervised Doctorate Agreement to the same extent as if a reference to 'a party' were a reference to the Candidate.

<b>Special Conditions</b>
[insert here OR N/A]

<b>Candidate Consent to Exchange of Personal Data</b>
<p>I, name of candidate, consent to the sharing of my personal data between Deakin University and the Federal University of São Carlos for the purposes of providing me with Research Training and enabling me to undertake a jointly-supervised research project in accordance with the Jointly Supervised Doctorate Agreement. This consent extends to supervision and assessment of my academic work undertaken during the doctoral Program.</p> <p>I additionally consent to the disclosure of my personal data to the external examiners nominated by Deakin University and the Federal University of São Carlos for the purposes of assessment of my Thesis.</p>

## Execution of Agreement

Signature of the Candidate .....

Date: .....

.....  
Signature of authorised officer  
Federal University of São Carlos

.....  
Signature of authorised officer  
Deakin University

Date: .....

Date: .....

## Read and acknowledged

.....  
Signature of principal Thesis Supervisor  
Federal University of São Carlos

.....  
Signature of principal Thesis Supervisor  
Deakin University

.....  
Name (please print)

.....  
Name (please print)

Date: .....

Date: .....

## **Attachments**

Attachment 1: Jointly-Supervised Doctorate Agreement follows