Memorandum of Agreement Joint doctoral degree McGill University and the University of Edinburgh

Submitted for approval

This Memorandum of Agreement describes the proposed program for a student seeking a joint doctoral degree between McGill University and the University of Edinburgh.

Background

In 2007, Senate amended the McGill University statutes to allow, in principle, the granting of joint degrees.

In 2009, a specific Memorandum of Understanding (MOU) regarding the awarding of joint doctoral degrees between members of the Universitas 21 (U21) group of partner universities was finalized. This document provides a broad outline of an agreement between the U21 members to allow individual students to carry out joint study between two of the partners and to be awarded a single jointly-awarded degree for one PhD thesis. This MOU was approved at McGill by APC on April 30, 2009, by CGPS on May 11, 2009, and by Senate on May 20, 2009. The MOU was then signed in Korea on May 22, 2009, by the U21 partners.

While this MOU described the general agreement between these universities, the details of the program for an individual student are then specified in a Memorandum of Agreement (MOA) drafted specifically for that student. The MOA is then submitted for approval to CGPS and then to APC, to whom Senate has delegated MOA approval.

Documents attached

For approval

- MOA: Based on the U21 template
- "Request for Approval of a Joint Degree Program": An internal form created by Graduate and Postdoctoral Studies that records the specific academic details of the student's program and captures the departmental and faculty approval

For information:

The U21 joint degree MOU

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MEMORANDUM OF AGREEMENT JOINTLY AWARDED PHD DEGREE

BETWEEN

The Royal Institution for the Advancement of Learning/McGill University, James Administration Building, 845 Sherbrooke Street West, Montreal, QC, Canada H3A 0G4, represented by its Provost, Professor Anthony C. Masi,

AND

The University of Edinburgh, Old College, South Bridge, Edinburgh, represented by its Principal, Professor Sir Timothy O'Shea,

CONCERNING:

, whose acceptance letters and Curriculum Vitae appear at Annex A.

Conforming to the Memorandum of Understanding (Jointly Awarded PhD Degree) signed by both Universities in Korea on 22nd May 2009 and motivated by a common desire to expand the scientific co-operation between member universities of Universitas 21 through research groups by means of the mobility of their doctoral candidates, the universities agree on the following:

PREAMBLE:

This Memorandum of Agreement is drawn up following the Memorandum of Understanding (MOU) signed by both Universities in Korea on 22nd May 2009 allowing students to undertake research leading to the award of a jointly awarded doctoral degree. A jointly awarded PhD is a qualification conferred upon a student on completion of a collaborative programme established by the partner institutions. It is characterised by:

- Meeting the academic requirements of both universities.
- Agreement regarding a lead university.
- Joint supervision.
- A single degree awarded for one PhD thesis.
- Parchment(s) issued which indicate that there has been joint supervision.



Conforming to the regulations in force in both countries, the McGill University and the University of Edinburgh, thereafter designated as "the institutions", agree to put into place a doctoral co-supervision programme for _______, whose letters of acceptance and Curriculum Vitae appear in Annex A.

This agreement covers the terms of the training that will receive for the preparation of a thesis in the area of "Biochar quality and microbial enhancement of plant growth" co-supervised by Donald L. Smith, Professor, Plant Science for McGill University and Ondrej Masek, Professor, GeoSciences for the University of Edinburgh.

ADMINISTRATIVE TERMS:

Article 1:

Subject to satisfactory completion of the joint program as defined by the respective universities, the Universities agree to jointly award a single PhD degree to a student who participates in a collaborative programme involving the two U21 institutions.

Article 2: Lead University

The lead institution will be McGill University which will be responsible for the overall administration of the joint program, including student's coursework, comprehensive examinations and thesis examination. Regarding the different nomenclatures for PhD degrees in different places, the lead University shall determine the nomenclature adopted for the jointly awarded degree.

Article 3: Registration

For the duration of the joint program, will be registered in the two universities according to the terms and regulations specific to each of them.

Personal details, including full academic record, of the student will be shared between both institutions to facilitate matriculation and registration.



For day-to-day functions the local rules of the institution in which the student is resident will apply.

3.1 For McGill University

Conforming to the MoU, for the duration of the joint program, will pay the fees of his lead university, McGill University, according to the standard McGill regulations governing graduate student fees.

The student will receive a stipend at the rate of \$25,000 per year from research funds supplied by her McGill supervisor (funding from the Networks of Centres of Excellence), plus \$6,500 in the first year and \$4,500 in the third year, from the Plant Science Department of McGill University, in the form of Graduate Excellence Funds.

3.2 For University of Edinburgh

The financial arrangements for fees at the partner university, University of Edinburgh will be as follows:

Fees will be due for the two years is located in the University of Edinburgh and these will be paid by Network of Centres of Excellence. The student will receive a stipend at the standard EPSRC rate for each of the two years he is located in the University of Edinburgh.

Article 4: Social Security and Insurance

The student shall ensure adequate insurance coverage for exigencies such as: illness, accident repatriation and civil liability that may incur during his stay and travels in the host country. It is the student's responsibility to subscribe to an appropriate additional health insurance coverage as required by the lead university, and to provide proof of coverage.



Article 5: Duration

The duration of the research and study for this joint PhD will be three years.

It will start from the initial registration of the with the lead university and is intended to finish with the successful completion of the doctoral oral defence, according to the MOU agreed on 22nd May 2009 as noted above, unless terminated earlier by the student, or by the universities in accordance with the statutes and regulations of the lead University. The length of time spent in each University has been defined jointly by the two research directors, according to the following calendar:

- September 2013 to August 2014, and March 2016 to August 2016, to be carried out in McGill University
- September 2014 to February 2016, to be carried out in the University of Edinburgh

Article 6: Intellectual Property

McGill University, the University of Edinburgh and the student agree to safeguard any intellectual property generated as a result of this agreement. The two universities and the student, in the event that the intellectual property within the jurisdiction of the lead university is not deemed the property of the student under the intellectual property policy of the university, or the student has waived such a right, shall discuss the ownership, protection and any exploitation of any intellectual property generated as a result of this agreement in good faith with a view to mutual ownership, if applicable.

As far as it is possible, and considering the inventive contributions of each university, the two universities will register eventual patents jointly. Each university will immediately notify the other in writing of the creation of any patentable results or findings. If the university receiving the notification of new intellectual property gives no reply within 90 (ninety) days, the other party is entitled to register them under its own name. The two universities must follow the national guidelines for patent registration. The publication or free exchange of scientific results will give rise to neither any preliminary permission nor any financial compensation, except if a nondisclosure statement is attached to the



program according to an industrial agreement or public research statement. If necessary, the conditions for the rights of ownership and use of results obtained during the thesis or of work done will be specified by jointly agreed protocols or specific documents.

PEDAGOGIC TERMS

Article 1: Supervision

The supervision and training of will be provided by Donald L. Smith in McGill University and by Ondrej Masek in the University of Edinburgh. Each university agrees to provide the resources to permit the realisation of the research for the duration of this Agreement, within the limits of available funds. The supervisors will jointly hold an actual or virtual meeting with the student at least once a year. Normally, supervision meetings at the host institution shall be held at least monthly.

Article 2: The examination

McGill University will be responsible for the administration of the examination of The statutes and regulations of the lead University regarding the doctoral oral defence shall apply.

The thesis will be written in English. The viva voce examination will be held in McGill University in English.

Article 3: Graduation

The McGill University and the University of Edinburgh agree to award a joint PhD with the title of Doctor of Philosophy if all academic standards are met.

The graduate may elect to graduate at one ceremony at either of the Universities and will normally be awarded a single parchment, which makes it clear that the degree is jointly awarded and carries the crest of both Universities. In those cases where two parchments are issued for one degree, remarks should be included on both parchments to



acknowledge the partner University. Issuance of replacement parchments shall require the consent of both Universities.

Article 4: Official registration and filing

The official registration, the filing on lists and the reproduction of the above mentioned thesis will be done under the laws of each country and the regulations of each University. Students would normally be required to enrol in the joint degree at both Universities at the time of first registration.

Article 5: Duration of the agreement

The present agreement becomes operative from the date of signature of the representative of each of the two parties and will be valid to the end of the academic year during which the thesis will be examined, unless terminated earlier by the universities by a joint decision.

The present agreement is established in three original copies, written in English.



Signed, **Provost of McGill University** Professor Anthony C. Masi Principal of the University of Edinburgh Professor Sir Timothy O'Shea Doctorate student Date: November 7, 2013 Supervisor, Date: November 6, 2013 Donald L. Smith **McGill University** Supervisor, Date :..... Ondreh Masek

University of Edinburgh



Annex A

Acceptance letter and Curriculum Vitae -

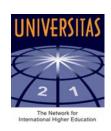
Graduate and Postdoctoral Studies Request for Approval of Joint Degree Program

Depar	tment: Plant Science	Date:	Sept. 1, 2013	
Effecti	ve Term:	Admission Level: Ph	nD_	
Progra				
>	(Total credits required and Course Numb Research Horizons Seminar PLNT 690 an		bie)	
>	(Comprehensive, Language, etc.) Comprehensive – Yes, at McGill			
>	(Thesis, etc.) She will also develop and present a thesi	is proposal		

Approvals sign-off:

Approvais sign-on.				
From	Name	Signature	Date	
Student			Nov 7 2013	
Supervisor	Donald L. Smith	A DEVELOP	November 6, 2013	
Department GPD	Martina Stromvik		Nov7 2013	
Department Chair	Philippe Seguin		Nov 7	
Assoc Dean Faculty (Grad) (curriculum committee)	Agricultural and Environmental Sciences Tan Strachan	THE	NOVINIE	

Please forward this form, together with a copy of the corresponding *Memorandum of Agreement*, to Maggie Do Couto, Graduate and Postdoctoral Studies.



MEMORANDUM OF UNDERSTANDING JOINTLY AWARDED PHD DEGREE























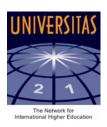












Terminology: International Jointly Awarded PhD Degree

A **jointly awarded PhD** is a qualification conferred upon a student on completion of a collaborative programme established by the partner institutions.

It is characterised by:

- Meeting the academic requirements of both universities
- Agreement regarding a lead university
- Joint supervision
- A single degree awarded for one PhD thesis
- Parchment(s) issued which indicate that there has been joint supervision

The *Universitas 21* (U21) Universities of Auckland, Birmingham, British Columbia, Delhi, Dublin (University College), Edinburgh, Glasgow, Hong Kong, Korea, Lund, McGill, Melbourne, New South Wales, Nottingham, Queensland and Virginia, the 'Participating Universities', are committed to the development of a scheme for the establishment of Joint PhD degree programmes.

Each U21 collaborative student programme established under the terms of this MOU will be the subject of a separate **Memorandum of Agreement** entered into between the institutions concerned. Specific items for inclusion or detailed clarification in the Memoranda of Agreement between partner institutions would INCLUDE THE TOPICS COVERED BY Articles 3-11 of the 13 Articles of this Memorandum of Understanding:

Article 1:

The collaborating institutions will jointly award a single PhD degree to a student who participates in a joint programme involving the collaborative U21 institutions.

Article 2:

When appropriate, this Memorandum of Understanding could be extended to U21 universities beyond the Participating Universities



Article 3:

For each student accepted for study on a joint PhD programme, one of the collaborating institutions will be designated as the **Lead University** responsible for overall administration.

Article 4:

Each institution will provide at least one supervisor or a higher minimum number if local regulations so require. All supervisors should hold actual or virtual joint meetings with the student as defined in the **Memorandum of Agreement**.

Article 5:

Each collaborating institution agrees to allow a student enrolled for study in a joint PhD programme to have the same level of access to facilities enjoyed by other students enrolled at that institution.

Article 6:

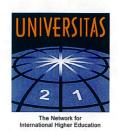
Each of the institutions involved must arrange for the admission of the student in accordance with their own procedures. Normally joint PhD programme arrangements should be established at the outset. An individual **Memorandum of Agreement** covering each student's research and studies must be completed and approved by both supervisors, the student and a designated authorised university signatory.

Article 7:

The financial arrangements between collaborating institutions for tuition fees, student support and examinations should be stated in the **Memorandum of Agreement** in each specific case.

Article 8:

Duration of research and study for the PhD will normally be not less than three years full time equivalent. Departure from this normal duration would be specified in the **Memorandum of Agreement**.



Article 9:

Examination procedures will be agreed by the two institutions and will be stated in the **Memorandum of Agreement**.

Article 10:

Issues of Intellectual Property Rights should explicitly be dealt with in the student-specific **Memoranda of Agreement** between collaborating institutions.

Article 11:

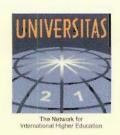
The thesis will normally be written in a language that meets the requirements of the lead institution and where appropriate will include a substantial summary written in the language of the other institution (where there is more than one language of study between the two universities). Departure from this normal approach would be specified in the **Memorandum of Agreement**.

Article 12:

Normally, graduating students will be awarded their degree at a graduation ceremony at the Lead University. The degree parchment(s) will clearly reflect the joint nature of the award. Both institutions will be entitled to include details of successful graduands in their alumni databases.

Article 13:

Participating universities may give no less than one (1) year's notice of their intention to cease participation in future programmes of Joint PhD study, providing there are no students currently enrolled at any other U21 university pursuing a Jointly Awarded PhD with that university. Should there be a student currently still enrolled and studying, the member wishing to no longer participate in future programmes of Jointly Awarded PhD study agrees to time its withdrawal from the programme only after that student has successfully completed their study.



SIGNATURES

This MoU records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any Court of Law.

This Memorandum of Understanding is established in 14 original copies written in English all being equally valid. One copy will be kept by the secretariat of *Universitas* 21 currently based at the University of Birmingham.

Signed in Korea on 22 May 2009 by:

Professor Jane Harding
Deputy Vice Chancellor (Research)
The University of Auckland

Professor David Eastwood Vice Chancellor University of Birmingham

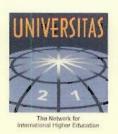
Professor Craig Klafter Associate Vice President International The University of British Columbia

Mr Pierre Ouillet
Vice President, Finance, Resources & Operations
The University of British Columbia

Professor Deepak Pental Vice Chancellor University of Delhi

Dr Hugh Brady President University College Dublin

Professor Sir Timothy O'Shea Vice Chancellor The University of Edinburgh



Professor Andrea Nolan
Vice Principal (Learning, Teaching &
Internationalisation)

University of Glasgow

Professor John Malpas
Pro-Vice Chancellor (Planning & Resources)
University of Hong Kong

Professor Ki-Su Lee President Korea University

Dr Jan Jorgensen Associate Provost, Academic Staff and Faculty Affairs

McGill University

Professor Glyn Davis Vice Chancellor The University of Melbourne

Professor David Greenway Vice Chancellor The University of Nottingham

Professor Paul Greenfield Vice Chancellor The University of Queensland

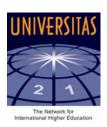
Professor John Casteen President University of Virginia aleer Mr. Molen

K. S. Lee

Ja Joyensen

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The Members listed below signed after the 2009 meeting in Korea.

In November 2010:

Professor Frederick G Hilmer AO President and Vice-Chancellor The University of New South Wales J. E. Arlun

In December 2010:

Professor Per Eriksson Vice-Chancellor Lund University

In Cartin