



UNIVERSITY
OF WOLLONGONG
AUSTRALIA

Higher Degree Research Supervision Agreement

DETAILS

PARTIES	
UNIVERSITY	UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686), of Northfields Avenue, University of Wollongong, NSW 2522, Australia.
PARTNER INSTITUTION	Name: Faculty of Science, Chiang Mai University Address: 239 Huaykaew Road, Tumbol Suthep, Amphur Muang, Chiang Mai 50200, Thailand
PARTICULARS	
COMMENCEMENT DATE	Date of last signature to this Agreement
TERM	5 years from the Commencement Date
PROGRAM/S	Joint Supervision Agreement (Double Degree)
CONTACT DETAILS	
UNIVERSITY REPRESENTATIVE	Name: Jie Sun, Manager, Strategic Partnerships (North East Asia) Postal Address: University of Wollongong, Northfields Avenue, Wollongong NSW 2522, Australia Email: jies@uow.edu.au Phone: +61 2 4221 3047
PARTNER INSTITUTION REPRESENTATIVE	Name: Pakawan Puangsombat, Associate Dean for Academic Affairs Postal Address: Faculty of Science, Chiang Mai University, 239 Huaykaew Road, Tumbol Suthep, Amphur Muang, Chiang Mai 50200, Thailand Email: pakawan13@gmail.com Phone: +66 53 943 301

BACKGROUND

- A. The University is a research-intensive university located in Australia, it is an internationally recognised higher education provider with an outstanding reputation for its learning environment across a broad range of disciplines.
- B. The Partner Institution is a public research university located in Chiang Mai, Chiang Mai Province in Thailand. The university was established in 1964 and is the first higher education institute in northern Thailand.
- C. The University and the Partner Institution wish to develop a procedure for the supervision of the Program and to foster the mobility of doctoral students.
- D. Considering the relevant laws or regulations of Australia and Thailand which must be adhered to, the parties wish to define the process for the supervision and conduct of the Program on the terms of this Agreement.

TERMS

1. DEFINITIONS

All capitalized terms used in this Agreement are defined in clause 17.2 or in the Details table starting on page 1.

2. PROGRAM REQUIREMENTS

- 2.1 Applicants under this Agreement must satisfy all requirements of both Parties, as those requirements relate to the particular Program.
- 2.2 The Student will be expected to abide by the:
 - (a) laws and customs of each Party's country, as applicable; and
 - (b) policies and regulations of each Party, as applicable.
- 2.3 Any breach of the obligations set out in clause 2.2 will be dealt with in accordance with the policies and regulations of the Party hosting the Student at the time of the breach. This may include, in the instance of a serious breach by the Student, the termination of the Student's participation in the Program, and termination of the Operational Schedule relevant to that Student.
- 2.4 The admission, enrolment or attendance of each Applicant or Student in the Program will be subject to the admission and enrolment requirements of each Party for the relevant doctorate and/or PhD degree. Nothing in this Agreement requires a Party to accept the admission, enrolment or attendance of an Applicant if that Applicant does not meet these requirements.

3. APPLICABLE LEGISLATION

ESOS ACT

- 3.1 The Partner Institution acknowledges that the University, as an Australian provider of education and training courses to overseas students, is required to comply with the *Education Services of Overseas Students Act 2000 (ESOS Act)* and the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018*

(National Code) which is made under and forms part of the ESOS Act.

- 3.2 The Partner Institution confirms it has been made aware of the requirements of the ESOS Act and the National Code by the University and agrees to assist the University to comply with those requirements.
- 3.3 The Partner Institution, in any internal publications, agrees to refer students to the University website (www.uow.edu.au) for further information and to include the Commonwealth Register of International Courses for Overseas Students (CRICOS) Provider Number 00102E when identifying the University.

VISA

- 3.4 The Parties acknowledge and agree that the Student's enrolment, admission or attendance at either Party is subject to that Student obtaining the relevant visa in compliance with laws and regulations applicable in the country of each Party.
- 3.5 The Student is responsible for obtaining their own visa, completing the required immigration formalities and abiding by the conditions of the Student's visa for the duration of the period that they spend in the country that the visa applies to.

GOVERNMENT INFORMATION

- 3.6 The Parties acknowledge that the University may be required to disclose certain information concerning this Agreement in accordance with the *Government Information (Public Access) Act 2009 (NSW)*.

4. ACCOMMODATION

- 4.1 The Student will be financially responsible for their accommodation while attending each Party, however each Party will assist the Student in finding suitable accommodation.

5. OPERATIONAL SCHEDULE

- 5.1 The Parties will co-operatively develop and complete an Operational Schedule in the form of Attachment A attached to this Agreement for each Student undertaking the Program.

- 5.2 The Operational Schedule will deal with the particulars of the Student and the Program.
- 5.3 The Parties agree that the Dean of Graduate Research at the University and the Dean of the Faculty of Science at the Partner Institution may negotiate and execute the Operational Schedule on behalf of the University and the Partner Institution respectively.
- 5.4 Once executed, the Operational Schedule will form a part of, and be subject to, this Agreement.
- 5.5 The Parties agree that any Special Conditions outlined in the Operational Schedule will prevail to the extent that they are inconsistent with any other term in this Agreement.

TERMINATION AND EXPIRY OF OPERATIONAL SCHEDULE

- 5.6 If a Student ceases to be enrolled as a student at the relevant Party for any reason, including due to the failure of the Student to make satisfactory progress in their degree or is otherwise unenrolled by a Party in accordance with that Parties policies and procedures, then the Operational Schedule that is may be terminated by written notice to the other Party.
- 5.7 An Operational Schedule will automatically expire upon the graduation of the relevant Student.

6. MANAGEMENT OF SCHOLARSHIPS

PAYMENT OF SCHOLARSHIP AMOUNTS

- 6.1 If the Parties agree to provide a Scholarship or a Joint Scholarship to the Student under this Agreement, as stipulated in the relevant Operational Schedule, this clause 6 will apply.
- 6.2 The Home Institution will be responsible for managing the Joint Scholarship in accordance with this Agreement.
- 6.3 The Host Institution must pay its Contribution to the Joint Scholarship to the Student:
- (a) within 30 days of receiving a valid tax invoice (according to the applicable laws of the Home Institution's legal jurisdiction); or
 - (b) in accordance with the Payment Schedule specified in the Operational Schedule,
- whichever occurs last.

MANAGEMENT OF JOINT SCHOLARSHIP

- 6.4 Provided the Host Institution pays its Contribution in accordance with clause 6.3 above, the Home Institution will:
- (a) pay the Joint Scholarship to the Student in accordance with its usual process and procedures; and
 - (b) not retain any portion of the Joint Scholarship for administrative or operational costs.

REFUND OR REALLOCATION OF SCHOLARSHIP

- 6.5 In the event that the Student is no longer eligible to receive the Joint Scholarship, the Home Institution will inform the Host Institution and the Host Institution may direct the Home Institution to either:
- (a) refund the amount of its Contribution not already paid to the Student (decided on a pro-rata basis in relation to the contributions of both Parties to the Joint Scholarship); or
 - (b) re-allocate the remainder of its Contribution to another Student.
- 6.6 In no event will the Home Institution be required to refund or reallocate any part of the Host Institution's Contributions that have already been paid to the Student.

NO RESTRICTIONS

- 6.7 If the Parties do not agree provide a Joint Scholarship to the Student under this Agreement, a Party may, at its discretion, provide a scholarship to the Student in accordance with its own policies and procedures.

SCHOLARSHIPS

- 6.8 If the Parties agree to each provide a Scholarship to the Student while the Student is undertaking the Program at the relevant Party's premises, the Parties will use reasonable endeavours to issue a Scholarship to the Student, subject always to the policies and procedures of the issuing Party, in accordance with the relevant Operational Schedule.

TAXES

- 6.9 Unless otherwise specified, the amounts expressed in this Agreement are exclusive of GST or other applicable value-added tax.
- 6.10 If GST, or another value-added tax, applies to a payment under this Agreement, the party making the payment ("the Recipient") shall pay in addition to and at the same time as the payment, the GST, or another value-added tax, which applies to that payment.
- 6.11 For the purpose of this clause 6, **GST, GST Law, Taxable Supply** and other terms relevant to GST, have any meanings given in the *A New Tax System (Goods and Services Tax) Act 1999* (Australian Commonwealth), as amended from time to time, and any applicable rulings of the Australian Taxation Office.

7. USE OF NAME

- 7.1 A Party may not use the name, trademark or logo of the other Party in any advertising, marketing or promotional material without the prior written approval of the authorised representative of that Party.

8. PRIVACY

- 8.1 The Partner Institution acknowledges that the University is an organisation bound by the Privacy Laws in respect of Personal Information received or held in connection with this Agreement.
- 8.2 The Partner Institution agrees to comply with:
- relevant domestic privacy or data protection laws applicable to the Partner Institution; or
 - where there no relevant domestic privacy or data protection laws applicable to the Partner Institution, the Privacy Laws
- in relation to Personal Information collected or held in connection with this Agreement.
- 8.3 Each Party agrees to provide all such assistance reasonably required by the other Party to ensure compliance with the respective legislation referred to in clauses 8.1 and 8.2 of this Agreement.
- 8.4 The Parties must ensure that Applicants and Students from whom they collect Personal Information are notified of, and consent to:
- that Party disclosing that Personal Information to the other Party in accordance with this Agreement; and
 - the Parties using that Personal Information for activities contemplated under this Agreement.

9. CONFIDENTIALITY

- 9.1 Each Party must, in relation to the Confidential Information of the other Party:
- keep it confidential;
 - use it only for the purpose of administering or conducting the Program and otherwise in accordance with this Agreement; and
 - notify the other Party immediately if it becomes aware of any unauthorised copying, use or disclosure of the Confidential Information in any form.
- 9.2 Notwithstanding clause 9.1, a Party may disclose Confidential Information of the other Party:
- to its officers, employees and students who have a need to know for the purpose of administering or conducting the Program;
 - as required by law; or
 - with the written consent of the other Party.

10. INSURANCE

- 10.1 Each Party shall maintain at its expense adequate insurance cover (or equivalent) to properly cover the obligations and liability of a Party arising under this Agreement, for as long as those obligations and that liability exists.

- 10.2 Upon request by a Party, the other Party must provide evidence of such insurance cover to the requesting Party.
- 10.3 Students will be required to have medical insurance of a type and amount acceptable to the Party hosting the Student for the duration of the Program and any associated period of travel or stay in the hosting Party's country.
- 10.4 All Students attending the University on a student visa must maintain Overseas Student Health Cover as required by the Australian Government, covering them for the entire duration of their visa.
- 10.5 Students will be responsible for all expenses associated with obtaining the medical insurance.

11. FORCE MAJEURE

- 11.1 If the performance of this Agreement or any obligations under this Agreement, is prevented, restricted, or interfered with by reason of Force Majeure, the affected Party, upon giving prompt notice to the other Party, is excused from such performance to the extent of such prevention, restriction, or interference.
- 11.2 The affected Party must use its best efforts to avoid or remove the Force Majeure or to limit the impact of the event on its performance and must continue performance of this Agreement as soon as practicable when the Force Majeure is removed.
- 11.3 If an event of Force Majeure has the effect of substantially preventing performance of this Agreement by a Party for a period of more than 60 days, the unaffected Party may by notice to the affected Party terminate this Agreement in accordance with clause 14.

12. DISPUTE RESOLUTION

- 12.1 If any dispute arises out of, or in relation to this Agreement, a Party may not commence any court proceedings relating to the dispute unless that Party has complied with this clause, except where the Party seeks urgent interlocutory relief.
- 12.2 A Party claiming that a dispute has arisen under this agreement must give written notice to the other Party, specifying the nature of the dispute.
- 12.3 On receipt of that notice, the Parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as negotiation, mediation or similar techniques agreed by the Parties.
- 12.4 If the Parties are unable to resolve the dispute informally in accordance with clause 12.3, a Party may provide notice to the other Party that it intends to commence formal discussions regarding dispute resolution.
- 12.5 If the Parties do not agree within 10 business days of receipt of the notice referred to in clause 12.4 (or such further period as agreed in writing by the Parties) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the location and timetable for all steps in those procedures; and
- (c) the selection and compensation of the independent person required for such technique,

then the Parties must mediate the dispute in Sydney, Australia in accordance with the Australian Disputes Centre's Guidelines for Commercial Mediation. The mediation will be conducted in the English language.

- 12.6 Each Party must continue to perform its obligations under this agreement, notwithstanding the existence of a dispute.

13. TERM AND REVIEW

- 13.1 This Agreement will operate for the duration of the Term.

- 13.2 The Parties may extend the Term by mutual agreement in accordance with clause 16.4.

- 13.3 The Parties will designate Liaison Officers to meet annually, via physical or electronic means as agreed between the Party, to:

- (a) examine the overall academic standards and quality of the Program;
- (b) examine the overall quality of Students; and
- (c) make any necessary changes to ensure that the Program is compliant with the quality assurance processes and policies of the relevant Party, subject to the final approval of the relevant authorised personnel from both Parties.

- 13.4 The scope of this review may include:

- (a) entry levels, including consistencies of student quality;
- (b) the numbers of Students enrolling in the Program;
- (c) risk management;
- (d) feedback from Students, Supervisors or other relevant personnel;
- (e) campus audit, including appropriate facilities and technology levels;
- (f) review of administrative processes;
- (g) accreditation with relevant international and national bodies; and
- (h) the continued relevance of the Program to the needs of Students and of the Parties.

- 13.5 For the purposes of this clause 13, the Liaison Officers are:

- (a) for the University of Wollongong, Professor Jun Chen; and

- (b) for Chiang Mai University, Dr. Burapat Inceesungvorn.

14. TERMINATION

CAUSES OF TERMINATION

- 14.1 The Parties may terminate this Agreement at any time with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a material breach of this Agreement which cannot be remedied;
- (b) subject to clause 11, in the event of Force Majeure; or
- (c) the other Party commits a material breach of this Agreement that is capable of remedy and that Party fails to remedy that breach within 30 days following receipt of notice requiring to do so.

- 14.2 Either Party may terminate this Agreement with immediate effect by written notice to the other if a Termination Event occurs.

- 14.3 Either Party may terminate this Agreement with immediate effect by written notice to the other Party if a Reputational Event occurs.

- 14.4 Either Party may terminate this Agreement at its convenience and without cause by giving the other six months written notice.

CONSEQUENCES OF TERMINATION

- 14.5 Termination of this Agreement does not prejudice the accrued rights or a Party against the other Party in respect of any act, matter or thing occurring prior to termination.

- 14.6 Upon termination or expiry of this Agreement for any reason, no new Students shall participate in a Program.

- 14.7 The Parties acknowledge that upon termination or expiry of this Agreement, the interests of the Students are paramount. The Parties will continue to comply with this Agreement in relation to a Student enrolled by the Parties under an Operational Schedule prior to the date of termination of this Agreement, including those terms and conditions relating to Contributions and Scholarships, until:

- (a) The Operational Schedule is terminated in accordance with clause 5.6; or
- (b) The Student completes the Program and receives their degree.

15. NOTICES

- 15.1 A notice in connection with this Agreement must be in writing and sent to the address of the receiving Party in the Details.

16. GENERAL

ENTIRE AGREEMENT

- 16.1 This Agreement supersedes all previous oral or written communications, understandings or agreements between the Parties in respect of its subject matter and embodies the entire agreement between the Parties.

GOVERNING LAW AND JURISDICTION

- 16.2 This Agreement will be interpreted under and governed by the laws of New South Wales.
- 16.3 The Parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

VARIATION

- 16.4 A variation of this Agreement must be in writing and signed by the authorised representatives of each Party.

ASSIGNMENT

- 16.5 A Party must not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

RELATIONSHIP

- 16.6 This Agreement does not create any legal partnership, trust, joint venture, agency or employee relationship between the Parties. A Party may not enter into any agreement or incur any liabilities on behalf of the other Party and may not represent to any person that it has authority to do so.

WAIVER

- 16.7 No failure or delay by either Party to exercise a right or remedy under this Agreement shall be construed or operate as a waiver of that right or remedy. A right or remedy under this Agreement can only be waived by notice in writing signed by the Party waiving the right. A waiver by one Party under this clause does not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.

SIGNATORIES

- 16.8 Each Party warrants that its signatories to this Agreement have authority to enter into this Agreement on behalf of that party.

NO DISADVANTAGE

- 16.9 No part of this Agreement is to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

EXECUTION

- 16.10 Counterparts

This Agreement may be executed by each Party separately executing a counterpart and exchanging those counterparts. The counterparts together will constitute one legally binding agreement.

- 16.11 Countersignature of Electronic Copy

This Agreement may be executed by:

- (a) one party signing this Agreement and sending a scan of that signed version to the other Party by electronic means; and
- (b) the second Party countersigning the copy of the Agreement signed by the first Party, at which point the Agreement becomes binding.

- 16.12 Electronic Delivery

Delivery of a signed copy of this Agreement by electronic means will have the same effect as delivering a signed original.

SEVERABILITY

- 16.13 If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, the validity, enforceability or legality of the remaining provisions of this Agreement will not in any way be affected or impaired unless the severing of those provision/s materially alters the nature or material terms of this Agreement. The Agreement must be read in a manner which as close as possible gives effect to the original intent of the Parties.

SURVIVAL

- 16.14 Clauses 5, 6, 7, 8, 9, 10, 12, 14, 15, and 16 and any accrued right survive expiry or earlier termination of this Agreement.

17. INTERPRETATION

- 17.1 In this Agreement, unless the contrary intention appears:
- (a) terms used in the first column of the Details have the meaning attributed to them in the second column of the Details;
 - (b) words referring to gender include any other gender;
 - (c) words in the singular include the plural and words in the plural include the singular;
 - (d) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
 - (e) all references to dollars or \$ are to Australian dollars;
 - (f) reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Agreement or that other agreement or document;
 - (g) reference to any legislation or to any provisions of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;

- (h) reference to the word "including" is not to be construed as an expression of limitation;
- (i) reference to a right or obligation or any two or more persons confers that right or imposes that obligation jointly and severally;
- (j) words referring to a person include a partnership and a body whether corporate or otherwise;
- (k) reference to conduct includes any omission or negligent act;
- (l) Except under Clause 5.5, where any conflict arises between the terms and conditions contained in this Agreement and any part of the Schedules (and attachments if any), the terms and conditions of the Agreement prevail; and
- (m) where an act is required to be performed or a payment required to be made on a day that is not a business day, the act will be required to be performed or the payment required to be made on the following business day.

17.2 In this Agreement:

- (a) **Agreement** means this document including these Terms, the Details, the Schedules, any attachments and any executed Operational Schedule;
- (b) **Agreement IP** means any Intellectual Property developed by the Parties or the Student in connection with this Agreement, excluding Thesis IP;
- (c) **Applicant** means a person who is in the process of making an application to become a Student under this Agreement;
- (d) **Background IP** means any Intellectual Property which pre-exists the Program or is independently developed outside the Program that is owned or controlled by a Party and which that Party chooses at its sole discretion to make available for the purpose of carrying out the Program;
- (e) **Confidential Information** means any information of a Party whether verbal, written, in electronic form or some other form that:
 - (i) is confidential to the Party by its nature;
 - (ii) is designated by either Party as confidential; or
 - (iii) the recipient knows or ought to know is confidential to the other Party;
 but does not include information that:
 - (iv) is already in the public domain;
 - (v) becomes available to the public by any other than by breach of this Agreement;

(vi) is received by the receiving Party from an independent third party who is lawfully in possession and can lawfully disclose the information; or

(vii) is demonstrated by the receiving Party to be independently developed by that Party, having no knowledge of such information that is the subject of the disclosure;

(f) **Contribution** means the monetary contribution made by a Party to a Joint Scholarship under this Agreement, as set out under 'Stipends and Scholarships' in the relevant Operational Schedule ;

(g) **Force Majeure** means:

(i) an act of God;

(ii) fire;

(iii) lightning;

(iv) explosions;

(v) flood;

(vi) subsidence;

(vii) insurrection or civil disorder or military operations, government or quasi-government restraint;

(viii) expropriation, prohibition, intervention, direction or embargo;

(ix) inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences or authorities;

(x) strikes, lock-outs or other industrial disputes of any kind; or

(xi) any other cause whether similar or not to the foregoing,

outside the affected Party's control.

(h) **Home Institution** means the Party at which the Student has primary enrolment and is named as such in the relevant Operational Schedule;

(i) **Host Institution** means that Party at which the Student has secondary enrolment and is named as such in the relevant Operational Schedule;

(j) **Home Principal Supervisor** means the Principal Supervisor from the Home Institution;

(k) **Host Principal Supervisor** means the Principal Supervisor from the Host Institution;

(l) **Improvements** means any modification, enhancement, development, alteration or technical advance in or relating to Intellectual Property;

- (m) **Intellectual Property** includes all intellectual property rights including but not limited to:
- (i) copyright, future copyright, patents, trade/business or company names, registered and unregistered trade marks, registered and registrable designs, trade secrets, know-how, rights in relation to circuit layouts and all other rights of intellectual property as recognised by the law in force in New South Wales; and
 - (ii) any application or right to apply for registration of any of the rights referred to in clause 17.2(m)(i);
 - (iii) any Improvements to any of the rights in clause 17.2(m)(i);
- but for the avoidance of doubt, excludes Moral Rights and similar non-assignable personal rights of any person.
- (n) **Joint Scholarship** means a scholarship, stipend, or living assistance that the Parties agree to jointly provide to the Student on the terms of this Agreement;
- (o) **Moral Rights** means, in relation to an author:
- (i) a right of attribution of authorship;
 - (ii) a right not to have authorship falsely attributed; or
 - (iii) a right of integrity of authorship.
- (p) **Non-Commercial Purposes** means:
- (i) use within within a Party's ordinary processes or activities, but does not include a right to sub-licence to any third party;
 - (ii) non-commercial teaching, education and training purposes (including use in Publications); and
 - (iii) research purposes including collaborative and applied research and development activities (including commercial research funded by a third party where there is no transfer of Intellectual Property rights in the results of that research);
- and does not include exploitation or commercialization,
- (q) **Operational Schedule** means a completed and executed schedule in the form of Attachment A outlining the particulars of a particular Program;
- (r) **Party** means either the University or the Partner Institution as the context requires and **Parties** means both the University and the Partner Institution;
- (s) **Personal Information** means:
- (i) personal information as defined in the Privacy and Personal Information Protection Act 1998 (NSW); and
 - (ii) health information as defined in the Health Records and Information Privacy Act 2002 (NSW);
- (t) **Principal Supervisor** means an academic supervisor, appointed in accordance with the policies and procedures of the each Party as applicable, who is responsible for the supervision of the Student's progress in authoring the Thesis and other related academic matters during the Program;
- (u) **Privacy Laws** means:
- (i) Privacy Act 1988 (Cth);
 - (ii) Privacy and Personal Information Act 1998 (NSW);
 - (iii) Health Records and Information Privacy Act 2002 (NSW); and
 - (iv) any other legislation dealing with privacy to the extent that such legislation applies to the Parties from time to time;
- (v) **Program** means a program of supervision for a Student undertaking a PhD or doctoral degree, as specified in the Details and the Schedule;
- (w) **Publication** means any academic publications, books, conference papers or theses arising from the Project, excluding the Thesis;
- (x) **Reputational Event** means the occurrence of any act, omission or conduct by a Party or its directors, officers, employees or contractors which is reasonably deemed by the other Party to undermine, jeopardise or damage the professional repute and credentials of the other Party as an educational institution;
- (y) **Required Language** means the language or languages that the relevant Party requires the Thesis to be written in;
- (z) **Scholarship** means the stipend, living assistance or scholarship that will be provided to the Student by a Party during their enrolment in the Program;
- (aa) **Special Conditions** means any special conditions applicable to a Student, as set out in the applicable Operational Schedule;
- (bb) **Supporting Supervisor** means an academic supervisor, appointed in accordance with the policies and procedures of either Party as applicable, who does not hold academic authority in relation to supervision of the progress of the Student during the Program, but provides support and assistance to the Principal Supervisor in supervising the Student during the Program;

- (cc) **Supervisor** means either a Principal or Supporting Supervisor to the Student while the Student undertakes the Program;
- (dd) **Student** means a person enrolled in a higher research degree course at the University or the Partner Institution, approved by the University and the Partner Institution to undertake the Program and is the person named as the Student in the Operational Schedule;
- (ee) **Termination Event** means where, during the Term, a Party:
 - (i) becomes insolvent; or
 - (ii) has a receiver or a receiver and manager appointed over the whole or any part of its assets; or
 - (iii) any order be made or resolution passed for its winding up;
- (ff) **Thesis** means any PhD or other thesis required to be submitted by the Student to fulfil requirements for the award of a degree at the University and/or the Partner Institution, as applicable;
- (gg) **Thesis IP** means the copyright in the Thesis authored by the Student;

EXECUTED AS AN AGREEMENT

EXECUTED for and on behalf of **UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686)**
by its authorised representative, who warrants by his or her signing that he or she has authority to sign this Agreement

Name and Position of Authorised Representative → Professor Jennifer L. Martin AC
Deputy Vice-Chancellor (Research and Innovation)

Signature of Authorised Representative → 
Brett Lovegrove
Executive Director (Global)

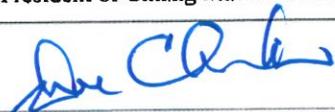
Name of Witness →

Signature of Witness → 

Date of Signature → 18/02/22

EXECUTED for and on behalf of **CHIANG MAI UNIVERSITY**
by its authorised representative, who warrants by his or her signing that he or she has authority to sign this Agreement

Name and Position of Authorised Representative → **ASSOCIATE PROFESSOR ROME CHIRANUKROM**
Vice President of Chiang Mai University

Signature of Authorised Representative → 

Name of Witness → **Torranin Chairuang Sri**
Dean of the Faculty of Science, Chiang Mai University

Signature of Witness → 

Date of Signature → 28.02.22

SCHEDULE 1-JOINT SUPERVISION AND DUAL AWARD OF DEGREE

1. PROGRAM

- 1.1 Where a Student is accepted into a program for joint supervision of a Thesis and the dual award of the doctorate by both Parties, the terms set out in this Schedule apply (**Joint Supervision**).

2. STANDARD REQUIREMENTS-ENROLMENT

- 2.1 The Student must enrol and/or register at both the University and the Partner Institution, in accordance with the separate and independent procedures of each Party as applicable, and remain enrolled at both Parties for the duration of the degree in order to receive the dual award.
- 2.2 Students must satisfy all requirements of both Parties regarding enrolment, progress, supervision, examination and other doctoral processes in order to be awarded the dual degree.

3. SUPERVISION

- 3.1 The Student will work under the direction and responsibility of a Principal Supervisor from each of the Parties.
- 3.2 If the Student's Home Institution is the University they will also be required to have at least one additional supervisor as per the University's Higher Degree Research (HDR) Supervision and Resources Policy and both Parties agree to comply with this policy, amended or replaced from time to time, which is publicly available at <https://www.uow.edu.au/about/policy/UOW058665.html>.
- 3.3 The Home Principal Supervisor and Host Principal Supervisor will jointly exercise any applicable academic authority.
- 3.4 Each Principal Supervisor will provide written reports, at a frequency agreed between the Parties, on the Student's progress to the other Principal Supervisor while the Student is attending the first Principal Supervisor's institution. The Principal Supervisor receiving the written reports will share any comments or recommendations with the first Principal Supervisor in relation to those written reports.

4. INTELLECTUAL PROPERTY

THESIS IP

- 4.1 The Thesis IP will vest in the Student upon creation.

BACKGROUND IP

- 4.2 Each Party's Background IP will remain the property of that Party, and does not transfer to the other Party by mere use or any licence granted hereunder.
- 4.3 Each Party grants to the other a royalty-free, fee-free, world-wide, non-exclusive licence to use, adapt and reproduce the Background IP:
- (a) to the extent necessary to undertake the Program and give effect to this Agreement; and
 - (b) to the extent necessary to allow that Party to exercise its rights to the Agreement IP.

AGREEMENT IP

- 4.4 Subject to the assignment of any Agreement IP created by the Student to the Home Institution, the Agreement IP will vest in the Home Institution upon creation.
- 4.5 Subject to Item 4.4 of the Schedule, the Home Institution grants the Host Institution a royalty-free, fee-free, world-wide licence to use, reproduce and adapt the other Party's share of the Agreement IP for Non-Commercial Purposes.
- 4.6 Neither Party may assign their share of the Agreement IP without the prior written consent of the other Party,

5. PUBLICATION

- 5.1 All Publications made in connection with this Agreement will be made in accordance with the University's Authorship Policy, as amended or replaced from time to time which is publicly available at <https://documents.uow.edu.au/about/policy/UOW058654.html>, and any relevant policy of the Partner Institution, as relevant and applicable to the Publication.
- 5.2 Neither Party (**Proposing Party**) may publish any Publications, statement or any other information arising from this Agreement without the other Party's (**Approving Party**) prior written consent.
- 5.3 The Proposing Party must submit the proposed Publication, statement or other information that the Proposing intends to publish (**Submission**) to the Approving Party 28 calendar days prior to the date that the Proposing Party intends to publish the Submission.

- 5.4 The Approving Party must, within 21 calendar days of receiving the Submission, notify the Proposing Party of whether it consents to the publication of the Submission. The Approving Party must not unreasonably withhold its consent.
- 5.5 If the Approving Party notifies the Proposing Party that it does not consent to the publication of the Submission, the Proposing Party must, at its discretion:
- remove any Confidential Information or details of protectable Agreement IP from the Submission;
 - subject to Item 5.5(c) or this Schedule, postpone the publication of the Submission for a period no less than 24 calendar months; or
 - in the case of a Submission made by a student or the Thesis, postpone the publication of the Submission or Thesis for a period no less than 12 calendar months.
- 5.6 If the Approving Party fails to make a notification in accordance with Item 5.4 of this Schedule with 21 calendar days of receiving the Submission, the Proposing Party is entitled to deem that the Approving Party has consented to the publication of the Submission, and publish the Submission accordingly.

6. THESIS DURATION AND TIME SPENT WITH EACH PARTY

- 6.1 The duration of the Thesis, and the time that the Student must spend with each Party, will be decided in accordance with each Party's internal policies and procedures and detailed in the Operational Schedule. The Student must spend a minimum of 1 year, being 2 consecutive academic semesters of full time study, studying at each Party's campus.
- 6.2 Under special circumstances and with agreement of both Supervisors, the total period of the Thesis can be extended, but cannot exceed 5 years.
- 6.3 The Student must submit Theses written in English to both Home and Host institutions separately before proceeding to the examination procedure. The same Thesis can be used for the examination at both Home and Host Institutions, however with agreement of both Supervisors.
- 6.4 On the front cover of the Thesis, "Under a joint agreement between University of Wollongong and Chiang Mai University" must be stated.

7. QUALITY OF RESEARCH

- 7.1 If either Party considers that the quality of the research undertaken by the Student is not appropriate, the Principal Supervisors should discuss the Student's progress with the Student. If the quality of the Student's research does not improve, either Party may terminate the Operational Schedule pertaining to that Student by 3 months notice in writing to the other Party.

8. FEES

- 8.1 Subject to the relevant Operational Schedule and clauses 6.3 and 6.4 in page 3, the Student must pay tuition fees to the relevant Party according to the requirements of the :
- Home Institution for the period they are undertaking the Program at the Home Institution; and
 - Host Institution for the period they are undertaking the Program at the Host Institution.

9. EXAMINATION PROCEDURE

PROCEDURE AT UNIVERSITY OF WOLLONGONG:

- 9.1 The Student must produce a written Thesis in the Required Language for examination under University procedures.
- 9.2 The Student must meet all submission and examination requirements for the Thesis at the University.
- 9.3 The Thesis will be examined by two examiners external to the University in accordance with the University's policy and procedures, who will provide a written evaluation of the Thesis to the University.
- 9.4 The Student must provide an electronic copy of the final thesis to the University for approval.

PROCEDURE AT CHIANG MAI UNIVERSITY:

- 9.5 The Student must enroll in the relevant program for at least three years.
- 9.6 The Student must produce a written Thesis in English Language on specific topic in accordance with the aims of the curriculum.
- 9.7 The Student must complete a final thesis examination.
- 9.8 The Student must comply with the minimum requirement of the corresponding PhD program of Chiang Mai University.

10. RECOGNITION OF THESIS

- 10.1 Following the successful completion of the examination procedure of both Parties set out above, each party will award the Doctor of Philosophy separately to the Student.
- 10.2 If the Student has satisfied the requirements of one Party (**Approving Party**) in relation to the award of the relevant degree but has failed to meet all relevant requirements of the other Party (**Non-Approving Party**), the Non-Approving Party may, in its discretion and according to its internal policies and procedures, give the Student the opportunity to amend or improve the thesis in order to comply with the Non-Approving Party's requirements.
- 10.3 In the event that the Non-Approving Party chooses not allow the Student the opportunity to amend or correct the Thesis, or the Student is unable to meet the requirements of Non-Approving Party after being provided the opportunity to amend or correct the Thesis, the Approving Party may award the relevant degree to the Student without any reference to this Agreement or the joint supervision of the Thesis.

ATTACHMENT A- OPERATIONAL SCHEDULE TEMPLATE

This Operational Schedule is a continuation of and subject to the Supervision Agreement (**Agreement**), dated [INSERT EXECUTION DATE OF AGREEMENT] between the **UNIVERSITY OF WOLLONGONG** of Northfields Avenue, Wollongong NSW 2500, Australia and **FACULTY OF SCIENCE, CHIANG MAI UNIVERITY** of 239 Huaykaew Road Tumbol Suthep, Amphur Muang, Chiang Mai 50200, Thailand. All definitions and terms set out in this Operational Schedule are defined in the Agreement unless otherwise defined in this Operational Schedule.

This Operational Schedule sets out the details of the Program, as agreed between the Parties and will only remain valid until 1 day after the end of the Student's degree.

This Operational Schedule may be terminated by written notice in accordance with the Agreement.

PROGRAM PARTICULARS	
STUDENT	Family Name: [INSERT] First Name[s] [INSERT] Date of Birth: [INSERT] Citizenship: [INSERT] Sex: [INSERT] Student Number: [INSERT]
PROGRAM	Joint Supervision Agreement (Double Degree)
HOME INSTITUTION	[INSERT]
HOST INSTITUTION	[INSERT]
RESEARCH TOPIC	The topic of the Thesis is [INSERT]
REQUIRED LANGUAGE	ENGLISH
THESIS DURATION	The normal duration of the Thesis is three years.
TIME SPENT AT EACH PARTY	The Student must spend [X months/years] at the University. The Student must spend [X months/years] at the Partner Institution
HOME PRINCIPAL SUPERVISOR	Title: [INSERT] Name: [INSERT] Faculty: [INSERT] School: [INSERT]
HOST PRINCIPAL SUPERVISOR-	SELECT N/A IF THERE IS NO HOST PRINCIPAL SUPERVISOR Title: [INSERT] Name: [INSERT] Faculty: [INSERT] School: [INSERT] OR

	[N/A]								
SUPPORTING SUPERVISOR-HOME INSTITUTION	<p>SELECT N/A IF THERE IS NO UNIVERSITY SUPPORTING SUPERVISOR</p> <p>Title: [INSERT] Name: [INSERT] Faculty: [INSERT] School: [INSERT] OR [N/A]</p>								
SUPPORTING SUPERVISOR-HOST INSTITUTION	<p>SELECT N/A IF THERE IS NO PARTNER INSTITUTION SUPPORTING SUPERVISOR</p> <p>Title: [INSERT] Name: [INSERT] Faculty: [INSERT] School: [INSERT] OR [N/A]</p>								
SPECIAL CONDITIONS	<p>SELECT N/A IF NO SPECIAL CONDITIONS</p> <p>[FOR EXAMPLE: The last 6 months of the Student's degree must be spent at the University] OR [N/A]</p>								
FEES- HOME INSTITUTION	<p>SELECT OPTIONS BELOW</p> <p>Tuition fee waiver of [X%] OR N/A OR No tuition fee Waiver.</p>								
FEES- HOST INSTITUTION	<p>SELECTION OPTIONS BELOW</p> <p>Tuition fee waiver of [X%] OR N/A OR No tuition fee waiver.</p>								
SCHOLARSHIPS	<p>SELECT OPTIONS BELOW DEPENDING ON CHOSEN SCHOLARSHIP FRAMEWORK</p> <p>Joint Scholarship</p> <p>The Student will receive a Joint Scholarship of \$AUD[X] per year for [X] years. The Host Institution will pay its total Contribution of \$AUD[X] to the Student in accordance with the Payment Schedule set out below:</p> <table border="1"> <thead> <tr> <th>Amount Payable</th> <th>Date Payable</th> </tr> </thead> <tbody> <tr> <td>\$(INSERT)</td> <td>[INSERT]</td> </tr> <tr> <td>\$(INSERT)</td> <td>[INSERT]</td> </tr> <tr> <td>\$(INSERT)</td> <td>[INSERT]</td> </tr> </tbody> </table>	Amount Payable	Date Payable	\$(INSERT)	[INSERT]	\$(INSERT)	[INSERT]	\$(INSERT)	[INSERT]
Amount Payable	Date Payable								
\$(INSERT)	[INSERT]								
\$(INSERT)	[INSERT]								
\$(INSERT)	[INSERT]								

OR

N/A

OR

Top-up Scholarship

Each Party will provide a Scholarship to the Student to cover the period of time that the Student undertakes the Program with that Party. The provision of the Scholarship will be subject to the policies and procedures of the Party issuing the Scholarship. It is intended that:

1. the Home Institution will provide [x] per annum to the Student to cover the Student's living expenses and/or research costs while they undertake their studies at the Home Institution; and
2. the Host Institution will provide [x] per annum to the Student to cover the Student's living expenses and/or research costs while they undertake their studies at the Host Institution.

This Operational Schedule is **EXECUTED** for the Home Institution by its Authorised Representative:

Name and Position of Authorised Representative →

Signature of Authorised Representative →

Date of Signature →

This Operational Schedule is **EXECUTED** for the Host Institution by its authorised representative:

Name and Position of Authorised Representative →

Signature of Authorised Representative →

Date of Signature →

This Operational Schedule is **EXECUTED** by the [Principal Supervisor *OR* Supporting Supervisor] from the Home Institution, who acknowledges that they have read the Agreement and agree to comply with their obligations under it:

Name and Position of Supervisor →

Signature of Supervisor →

Date of Signature →

This Operational Schedule is **EXECUTED** by the [Principal Supervisor *OR* Supporting Supervisor] from the Host Institution, who acknowledges that they have read the Agreement and agree to comply with their obligations under it:

Name and Position of Supervisor →

Signature of Supervisor →

Date of Signature →

This Operational Schedule is **EXECUTED** by the Student, who acknowledges that they have read the Agreement and agree to comply with their obligations under it:

Name and Position of Student →

Signature of Student →

Date of Signature →
