



This AGREEMENT is made on July 1, 2017.

AGREEMENT FOR JOINT (COLLABORATIVE) DOCTORAL PROGRAMS

BETWEEN

DALHOUSIE UNIVERSITY ("Dalhousie")

AND

COLLEGE OF MEDICINE, TAIPEI MEDICAL UNIVERSITY ("TMU")

WHEREAS TMU, Taipei, Taiwan and Dalhousie, Nova Scotia, Canada (individually, the "Party" and collectively, the "Parties") signed a Memorandum of Understanding (the "MOU") dated July 1, 2017 to formally establish their cooperative relationship and provide a framework for collaborative activities between the Parties;

AND WHEREAS the MOU contemplated cooperative research and co-supervision of graduate students;

AND WHEREAS the Parties wish to develop joint doctoral programs in the areas of Microbiology & Immunology (Dalhousie) and Medical Sciences (TMU);

NOW THEREFORE the Parties have agreed to the following:

Purpose

1. The purpose of joint doctoral programs is to advance collaborations between researchers and students at Dalhousie and TMU.
2. Based on the principles of mutual benefit and respect for each other's independence, the Parties will foster:
 - a. student and academic staff exchanges;
 - b. joint research activities;
 - c. exchange of research materials; and
 - d. joint PhD co-supervision in individual programs (i.e. Cotutelles or Joint Doctoral Programs – JDPs) as detailed in Appendix A.

3. Based on these exchanges, the Parties will encourage graduate students and professors to identify research that could be accomplished between the Parties and that could form the basis for joint doctoral degrees.

The provisions set out below are in accordance with the following:

- For TMU, the Taipei Medical University Dual Diploma Program Implementation Measures (July 4, 2016), the Taipei Medical University Students Overseas Training Guidelines (April 8, 2016) regarding joint doctoral training, and the Taipei Medical University University Act (June 2, 2016).
- For Dalhousie University, the Joint Doctoral Program Policy of June 8, 2012.

Admission and Registration

4. The Parties have enacted academic policies, procedures and regulations that permit joint doctoral degree programs ("JDP"). To the extent that's practicable, each Party will respect the other's academic policies, procedures and regulations for the purposes of facilitating approved JDPs.
5. Applicants who wish to undertake a JDP must first be accepted into an appropriate PhD program at either Dalhousie or TMU. Once accepted, they must follow the appropriate process at that Party (either Dalhousie or TMU) for applying to participate in a JDP.
6. Students who are accepted into a JDP will register at both Parties and pay fees to both Parties in accordance with Appendix B. Each Party will notify the other in advance of any proposed changes to the tuition and fees. JDP Students will be required to purchase appropriate health insurance coverage while at Dalhousie and TMU.
7. A JDP Student's thesis and thesis defense must be undertaken in English.

Academic Requirements

8. JDP Students will be jointly supervised by a faculty member at Dalhousie and a faculty member at TMU. These supervisors will commit to fully and jointly exercise the responsibilities attributed to them as PhD supervisors at their respective Parties.
9. Each JDP will be subject to an individual implementation agreement. JDP implementation agreements must comply with the requirements set out above and will include the following details to facilitate the effective progress of the JDP:
 - a. names, titles and responsibilities of the thesis supervisors;
 - b. an approved written description of the JDP Student's thesis project;
 - c. the estimated amount and sequence of time spent at each Party;
 - d. a description of the academic plan at each Party, including but not limited to courses, seminars, comprehensive exams (or equivalent academic activities), thesis research, etc.;
 - e. details regarding JDP student funding;

- f. details regarding defense procedures;
 - g. the mode of awarding the (single) degree;
 - h. intellectual property arrangements; and
 - i. any other matter deemed relevant by Dalhousie and TMU.
10. Prior to the commencement of the JDP, the JDP agreement form (Appendix A) must be signed by:
- a. the JDP Student;
 - b. both thesis supervisors;
 - c. the applicable Department Heads (or equivalent) of each Party; and
 - d. the Deans of the Faculty of Graduate Studies or designated academic units as appropriate and Provosts and Vice-Presidents Academic of each Party.
11. The JDP's thesis will culminate in a single defense, at TMU or at Dalhousie. Both thesis supervisors must be members of the examining committee. The defense date and place will be determined by mutual agreement and communicated in writing by the thesis supervisors to the Deans of the Faculty of Graduate Studies or designated academic units as appropriate of the Parties.

Liability and Indemnity

12. Each Party will ensure that it has adequate insurance coverage for the purposes of this Agreement.
13. Dalhousie agrees to indemnify and save harmless TMU from all loss, cost, expense, judgement or damage on account of injury or damage to persons or property, including death, in any way caused by the negligence or willful act of Dalhousie, its servants, agents, students or employees related to matters to which this Agreement pertains, together with all legal costs and expenses incurred by TMU in defending any legal action pertaining to the above.
14. TMU agrees to indemnify and save harmless Dalhousie from all loss, cost, expense, judgement or damage on account of injury or damage to persons or property, including death, in any way caused by the negligence or willful act of TMU, its servants, agents, students or employees related to matters to which this Agreement pertains, together with all legal costs and expenses incurred by Dalhousie in defending any legal action pertaining to the above.

Dispute Resolution

15. Considering the interests of JDP Students and the development of cooperation between the Parties, Dalhousie and TMU will make all reasonable efforts to ensure the optimal implementation of this Agreement and to resolve any dispute related to this Agreement by amicable negotiations.

Notice

16. All notices which may or be required to be delivered under this Agreement shall be in writing and shall be delivered or sent by fax or regular mail to:

If to Dalhousie University:

Dr. Carolyn Watters
Provost and Vice-President Academic
Dalhousie University
6299 South Street
PO Box 15000
Halifax NS B3H 4R2

Tel: +1 902 494 2586
Email: carolyn.watters@dal.ca

If to Taipei Medical University:

Dr. Chao-Ching Huang
Dean of the College of Medicine
Taipei Medical University
250 Wuxing Street
Taipei 11031
Taiwan

Tel: +886 2736 1661 #5289
Email: huangped@tmu.edu.tw

17. Any such notice shall be deemed to have been made on the day upon which such notice is delivered or faxed if delivered or faxed by 5:00 p.m. local time of the receiving Party, or if mailed, then the tenth business day following the date of mailing.

Term and Termination

18. This Agreement shall be effective on the date first written above and remain in force for a term of 5 years or until either Party provides one year's written notice to terminate.
19. Notwithstanding the foregoing, the provisions of this Agreement and the rights and obligations of the Parties will survive and remain in full force and effect in respect of any JDP Students who are enrolled in a JDP at the date of termination or expiry and will continue until those JDP Students complete, withdraw or are otherwise dismissed from that JDP.

General


20. This Agreement may be amended at any time upon written agreement by both Parties.
21. This Agreement is not intended to create a partnership or joint venture or agency relationship between the Parties. No relationship is intended to be created other than independent contracting Parties.
22. Neither Party may assign this Agreement or any Party thereof to another person without the prior written consent of the other.
23. No waiver shall be inferred or implied by anything done or omitted by the Parties save only an express waiver in writing.
24. This Agreement shall enure to the benefit of and be binding upon the Parties' respective heirs, administrators, successors and permitted assigns.

In witness whereof, the Parties hereto execute this Agreement:

For Taipei Medical University, College of Medicine


Chao-Ching Huang,
Dean of the College of Medicine

For Dalhousie University


Carolyn Watters,
Provost and Vice-President Academic