**AGREEMENT for DUAL GRADUATE DEGREE PROGRAM**

By and Between the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And the

**UNIVERSITY OF FLORIDA**

 This Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”) by and between The University of Florida Board of Trustees, a public body corporate and university of the State of Florida, located in Gainesville, Florida, United States of America, hereinafter referred to as "Florida," and , a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereafter referred to as “ \_\_\_\_\_\_\_\_\_\_\_\_\_ ." Florida and \_\_\_\_\_\_\_\_\_\_ shall collectively be referred to herein as the “parties.” The parties hereto agree as follows:

I. **Philosophical Intent**

1. The primary objective of this Agreement is the development of a dual graduate degree program between Florida and , for the benefit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The President or the Senior Vice President for Academic Affairs and Provost are authorized signatories for Florida. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the authorized signatory for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

II. **General Provisions**

1. All collaborative activities conducted pursuant to this Agreement shall be conducted in accordance with the laws and regulations that apply where the activities take place and each of the parties shall also comply with the laws, regulations and policies applicable to it. In the case of Florida, these include the laws of the United States of America and of the State of Florida, and the rules, regulations and policies of the University of Florida, the Florida Board of Governors, the Southern Association of Colleges and Schools, and the University of Florida Graduate School. In the case of \_\_\_\_\_\_ , these include the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the rules, regulations and policies of the .
2. All conditions establishing the creation of, and academic and administrative oversight of, the dual graduate degree program, must be described in detail following the format provided in **Attachment A**, entitled “Dual Graduate Degree Plan of Study”, and incorporated herein.
3. All admissions, matriculation, and graduation requirements of each party to this agreement will be met as indicated in **Attachment B**, entitled “Certifications”, and incorporated herein.
4. The “term” of this Agreement begins on the Effective Date, continues for a period of seven (7) years thereafter, and is exclusively related to the dual graduate degree program for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Notwithstanding the foregoing, either party may terminate this Agreement early by giving at least 60 days' advance written termination notice to the other party, provided that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is permitted to complete any coursework in process at the time of termination. The term of this Agreement may be extended by mutual agreement.
5. Notices with respect to this Agreement shall be provided to the parties as indicated in **Attachment C**, entitled “Administration and Contact Information”, which is incorporated by reference herein.
6. The English language version of this Agreement shall govern in the event of a conflict or ambiguity with any translation in another language, and resolution of disputes shall be conducted in English. Termination of the Agreement shall be the only remedy for breach of this Agreement, except respecting a breach of clause “g” below. This Agreement is the only agreement of the parties concerning the subject matter covered and supersedes and voids any previous or contemporaneous negotiations, drafts, and other communications on this degree award. Captions are for convenience and have no legal effect. Waivers of any provisions contained herein are only effective if made in writing by the authorized signatory of the waiving party and cover only the particular provision waived on the particular occasion.
7. This Agreement does not confer any rights in or to use trademarks, logos or names, except to factually state that this Agreement between the parties is or was in effect during the term and that University of Florida and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are or were collaborating on the said dual graduate degree program. Any media statements concerning this Agreement or the parties’ activities under it must be agreed upon in advance by the parties through their public relations offices.
8. The relationship of the parties under this Agreement is that of independent contractors (not legal partners), and no party has the authority to bind the other party in contract or to incur any debts or obligations on behalf of the other party.
9. Under this Agreement, there are no payments owed or earned by either party to the other. There is no physical presence, residence or bank account established by either party in the other party’s country. With the exception of brief visits, the activities of each party will be largely undertaken in its home country. It is not expected that any tax or excise will be owed or filings will be required by either party to or in the other party’s country as a consequence of entering into this Agreement. If intellectual property will be developed for a project, the terms set forth in **Attachment D** entitled “Intellectual Property and Funding Terms” shall apply and be incorporated as part of this Agreement. If funding is being pursued for a project, the parties will enter into a separate written agreement to set forth the conditions and agreements between the parties related to such funding.
10. The University of Florida is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award Doctors of Philosophy degrees. The SACS accreditation of the University of Florida does not extend to or include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or its students. Further, although the University of Florida agrees to accept certain course work from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be applied toward a degree awarded from the University of Florida, that course work may or may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from the University of Florida. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.
11. Both parties certify that all requirements for each degree have been met at each institution. To receive a University of Florida graduate degree, the student must earn one-third or more of the credits under direct instruction at the University of Florida.

 IN WITNESS WHEREOF the parties hereto have executed two original counterparts of this instrument, each of which, when all counterparts are delivered, shall be considered an original, in the presence of a witness whose signature also appears below.

**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES [NAME OF COOPERATING INSTITUTION]**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ President \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dean, Graduate School

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

WITNESSED WITNESSED

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Provost

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

 WITNESSED

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**ATTACHMENT A**

**Proposed Dual Graduate Degree Plan of Study**

UNIVERSITY OF FLORIDA

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dual Graduate Degree Program in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The faculties of the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the University of Florida (UF) and the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the Partner Institution (\_\_\_\_\_\_\_) have approved a dual graduate degree program in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ culminating in \_\_\_\_\_\_\_\_\_\_\_\_\_ degrees separately awarded by each university.

The proposed program should meet all requirements set by UF, as assessed by designees from the Graduate Council, the Graduate School, and the Office of the Provost. Program requirements should be described in a text document such as a memorandum. The text document should provide answers to the following questions:

1. Academic Considerations
	1. Admission requirements
		1. Has the student met admission requirements of both programs and both institutions?
		2. When will the student apply to the dual degree program? Will the student begin graduate study at each institution in the same term?
		3. When does the proposed dual degree program begin?
	2. Curricular structure
		1. Is this program new, or an adaptation of an existing UF dual degree program?
		2. How will the student satisfy the minimum curriculum requirements for each institution?
		3. Which courses will make up the curriculum, and how will they be divided between UF and the partner institution in terms of requirements and electives?
	3. Timeline/Time to Degree
		1. What is the anticipated timeline to award the degree in terms of semesters, or other milestones?
		2. Given the anticipated timeline, will the student remain in compliance with F/J visa regulations as a US degree-seeking student?
	4. Plan of Study
		1. How will the student’s time be allocated between the two institutions?
		2. What is the semester-by-semester plan of study for this student?
		3. At what location will the student reside during the semester-by-semester plan of study?
	5. Transfer of credit
		1. What credits and coursework from the plan of study will be transferred?
		2. How many credits can the student transfer between each institution?
		3. Will the student’s transferred credits satisfy current Graduate Council policies on credit transfer?
		4. Will the program’s proposed transferred credits meet UF’s requirement that no more than 50% of the required number of credits be transferred to UF?
	6. Supervisory Committee
		1. Will there be one supervisory committee?
		2. What will be the structure of the committee?
		3. Will there be one chair and co-chair at each institution?
		4. How many members?
		5. Will there be equal representation from both institutions?
		6. Will the appropriate faculty members be properly appointed to meet UF policy?
	7. Admission to Candidacy *(PhD only*)
		1. How will the student achieve candidacy at each institution?
		2. What components for admission to candidacy, if any, will be accepted by the other institution?
	8. Dissertation
		1. Will the student write one dissertation to satisfy requirements for both programs?
			1. If so, is this acceptable to each degree program, and each institution?
			2. If so, will there be significant components of the student’s research from each institution which will comprise the dissertation? Will there be significant research and findings presented on the basis of the contributions to the student’s education from each institution?
		2. In what language will the dissertation be written? Will it comply with UF’s requirement that the dissertation be written in English?
		3. Will there be abstract/summary/other components required in the second language?
		4. What will be the composition of the student’s work from each institution for the dissertation?
	9. Final Examination
		1. Where will the final examination take place? Are members of the supervisory committee required to be physically present with the candidate?
		2. If non-home institution members of the supervisory committee cannot be physically present, how will they participate?
2. Administrative Policies
	1. Language requirements
		1. What are the languages of instruction?
	2. Registration and student status protocols
		1. When the student is not in physical residence, how will each institution track the student’s participation/enrollment in the dual degree program?
		2. What are the registration requirements at the partner institution?
		3. Is concurrent registration at both institutions required?
	3. Immigration requirements
		1. Will the student obtain an F or J visa for study at UF?
		2. Does the plan of study allow the student to reside full-time in the US, avoiding prolonged absences from UF while completing the UF segment of the degree?
		3. Is there additional travel required as proposed in the semester-by-semester plan of study?
		4. Who or what mechanism will the department use to coordinate with the UF International Center concerning immigration regulations?
	4. Assistantship/Fellowship Appointments
		1. Will the student be granted an appointment while in residence at each institution?
		2. Will the student receive a stipend?
		3. Will the appointment follow institutional policy at each university, or will exceptions be needed?
	5. Tuition payment and appointment benefits
		1. Will the student receive a tuition waiver? Will the student be eligible for all other benefits appropriate for students on appointment? Will the student be responsible for the payment of fees?
		2. What are the tuition waiver and fee policies at the partner institution?
		3. How are tuition and fees paid at the non-residence site? How will they be paid if a student must be concurrently enrolled?
	6. Financial obligations
		1. Who is responsible for the student’s other financial obligations (e.g. travel to each institution, books, living expenses, bench fees, food, clothing, passport/visa costs)?
		2. Is health insurance required at each institution? If so, how will health insurance be provided?
	7. Withdrawal/Leave of Absence
		1. If the student fails to meet all requirements for each degree program, is he/she permitted to earn a degree from either institution?
		2. What are the consequences of withdrawing from one of the institutions participating in the dual degree program?
		3. Can the student take a leave of absence without jeopardizing his/her dual degree program?
	8. Awarding of Degrees
		1. How will each institution know that all academic and qualifying criteria from both institutions have been satisfied, so that the degrees can be concurrently conferred?
	9. Transcript and Diploma
		1. How will each institution produce their respective transcripts? How will each institution produce their separate diplomas, according to their respective protocols?
		2. Who signs the diploma for each institution?
		3. What languages will be used for the transcripts and diploma from each institution?
	10. Effective Date/Term: When will the program begin? Please add the statement “….pending all necessary approvals.”
	11. Student Notification
		1. Who will notify the student above concerning the ratification of the agreement?
		2. When will the student be notified?

**ATTACHMENT B**

**Certifications**

UNIVERSITY OF FLORIDA

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dual Graduate Degree Program in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*1. Prior to finalizing this agreement, the University of Florida department and college partnering on this degree must certify the appropriateness of all proposed transfer courses, and review the qualifications of the partner institution faculty.*

I certify that the coursework \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_offers in transfer from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been examined, assessed and monitored by academically-qualified faculty at the University of Florida and meets the standards required by the University of Florida, and that the faculty at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are qualified to offer courses transferred to the University of Florida for this degree.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department Chair Date

The College of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ supports this dual \_\_\_\_\_\_\_ degree program agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dean, College of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

*2. Prior to finalizing this agreement, the University of Florida Graduate School must certify that all proposed requirements of a University of Florida \_\_\_\_\_\_\_\_\_ degree in the relevant discipline will be met.*

I certify that this \_\_\_\_\_\_\_\_\_\_\_ degree program meets all the requirements of the University of Florida Graduate School.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dean, Graduate School Date

*3. Prior to finalizing this agreement, the University of Florida International Center must certify that all terms of the individualized agreement are compatible with US Federal immigration policy.*

I certify that this \_\_\_\_\_\_\_\_\_\_\_ degree program is compatible with US Federal immigration policy.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dean, International Center Date

*4. As part of the final review for graduation, the University of Florida Graduate School will review and establish that all certifications have been met.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dean, Graduate School Date

**ATTACHMENT C**

**ADMINISTRATION OF PROGRAM AND CONTACT INFORMATION**

UNIVERSITY OF FLORIDA

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dual Graduate Degree Program in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Florida --** Administration of this Agreement for Florida is housed in the Graduate School at the University of Florida. Such functions are under the direct responsibility of the Senior Associate Dean of the Graduate School; provided that the authorized signatories to contract for Florida are the President, the Dean of the Graduate School or the Senior Vice President for Academic Affairs and Provost. Academic responsibilities are housed in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.** Correspondence regarding this Agreement and activities under it shall be directed to:

|  |  |
| --- | --- |
| **UF Academic Management** | **UF Immigration Compliance** |
| *Graduate Program*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ University of FloridaGainesville, Florida 32611Phone: 352-\_\_\_\_\_\_\_\_\_\_Fax: 352-\_\_\_\_\_\_\_\_\_\_\_Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | *Graduate School*Matt MitterkoAssociate Director, Graduate International OutreachPO Box 115500Grinter HallUniversity of FloridaGainesville, Florida 32611Phone: 352-\_\_\_\_\_\_\_\_\_\_Fax: 352-\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | *International Center*Debra AndersonDirector, International Student Services1765 Stadium RoadSuite 170 HubUniversity of FloridaGainesville, Florida, 32611-3225Phone: 352-\_\_\_\_\_\_\_\_\_\_\_\_\_Fax: 352-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**[Name of Partnering Institution]:** Administration of this Agreement for \_\_\_\_\_\_ is by \_\_\_\_\_\_\_\_, provided that the authorized signatory to contract for \_\_\_\_\_\_\_\_\_ is \_\_\_\_\_\_\_\_\_\_. Academic responsibilities are housed in \_\_\_\_\_\_\_\_\_\_. Correspondence regarding this Agreement and activities under it shall be directed to:

***(SECTION TO BE COMPLETED BY PARTNERING INSTITUTION)***

|  |  |
| --- | --- |
| **Partner Institutional Contact** |  |
| Name | Phone:  |
| Title | Fax: |
| College | Email: |
| Department | Website: |
| Office Address |  |
| City, State, Postal Code |  |
| Country |  |

**ATTACHMENT D**

**INTELLECTUAL PROPERTY AND FUNDING TERMS**

UNIVERSITY OF FLORIDA

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dual Graduate Degree Program in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ownership of any inventions, improvements, or discoveries, patentable or unpatentable, which are conceived or made solely by one or more persons who are employed solely by the University of Florida, shall be determined in accordance with the policies of the University of Florida.

Ownership of any inventions, improvements, or discoveries, patentable or unpatentable, which are conceived or made solely by one or more persons who are employed solely by the \_\_\_\_\_\_\_\_\_\_\_, shall be determined in accordance with the policies of \_\_\_\_\_\_\_\_\_\_\_\_.

Ownership of any inventions, improvements, or discoveries, patentable or unpatentable, which are conceived or made by one or more persons, all of whom are simultaneously employed or appointed by the University of Florida and \_\_\_\_\_\_\_\_\_\_\_\_, shall be determined in accordance with the University of Florida Intellectual Property Policy and any applicable provisions of the conflict of interest exemption monitoring plan.

Ownership of any inventions, improvements, or discoveries, patentable or unpatentable, which are conceived or made by more than one person, where at least one such person is employed solely by \_\_\_\_\_\_\_\_\_\_ and at least one such person is simultaneously employed or appointed by the University of Florida and by \_\_\_\_\_\_\_\_\_, shall be jointly owned by the University of Florida and \_\_\_\_\_\_\_\_\_\_ (with respect to University of Florida, in accordance with its Intellectual Property Policy and any applicable provision of the conflict of interest exemption monitoring plan), subject to any other applicable agreements.