Agreement of Implementation

On

Joint Doctoral (PhD) Degree Programme

BETWEEN

The University of Newcastle upon Tyne ("UNuT"), operating as Newcastle University, a higher education teaching and research institution, whose administrative offices are at King’s Gate, Newcastle upon Tyne, NE1 7RU United Kingdom; and

Universitas Indonesia ("UI") a higher education teaching and research institution, whose administrative offices are at Jl. Salemba Raya 4, Central Jakarta.

who may together hereafter be referred to as “the Universities", in the singular “the University".

Whereas

1. This collaborative Agreement of Implementation (AoI) relates to the provision of Joint Doctoral (PhD) Degree Programme by the Universities in the field of science relating to medicine or in any other fields as may be mutually agreed between the Universities.

2. This AoI enables individual students to be admitted to a Joint Doctoral (PhD) Degree Programme, with either University leading. A specific Agreement, which shall refer to this AoI, shall be provided for each student.

Principles

The collaboration shall be guided by the following principles:

3. Collaboration between the Universities should benefit the students enrolled on the Joint Doctoral (PhD) Degree Programme, and more widely the research activities of the Universities.

4. The normal period of enrolment for the Joint Doctoral (PhD) Degree Programme shall be three years of full time study in a sequence as specified and agreed in each individual student agreement.

5. The academic standard of degree awards, demonstrated through examination, shall meet the normal requirements of both Universities.
6. Supervision, facilities, resources, and opportunities provided to the students shall meet the normal requirements of both Universities.

7. The lead University will be identified for each individual student's research programme ("Lead University"). The Lead University will administer the student's individual programme, following all its general procedures and specific procedures for postgraduate research programmes. However, the student may be asked to follow specific Quality Assurance requirements of the other University, as indicated in the Student Specific Agreement.

8. Local responsibility will follow the location of the University at which the student is studying at any particular time ("Local University"). The Local University will have a duty of care and will be responsible for day-to-day provision, including resources, facilities, health, safety, and discipline, following its normal rules and procedures.

9. The duration of study shall be a minimum of three years. However the Universities may agree an extension to this duration of up to a maximum of five years.

Degree award

10. Programmes of study will be provided jointly, and successful students will be awarded a joint degree from both Universities. They will receive a single degree certificate that includes the name and crest of both Universities.

11. After the examination committee has recommended an award, one of the Universities, as agreed in the individual student agreement, will issue a single parchment conferring the degree of joint PhD from Universities.

12. Students shall have the opportunity to attend a graduation ceremony of either University. Each University shall recognise joint graduates as full graduates of the Universities.

Selection and admission

13. Designation of the Lead University shall be negotiated by the Universities taking account of research topic, supervision expertise, resources, the overall number of students allocated to each University, and the quality of experience for the student.

14. Students shall be selected and admitted on an individual basis. The Universities shall maintain a list of students who are admitted under the terms of this AoI, and also the Lead University for each student, and relevant dates of admission and period of study.

15. Each University shall demonstrate equality of opportunity and fairness in selection and admission. In any case of disagreement, the procedures of the Lead University shall take precedence.

16. Each University shall meet its obligations under its national legislation regarding admission and support for disabled students. If a student declares a disability at the time of application, the Universities shall consider their capability to provide appropriate opportunities and support for the student.

17. Each University shall specify its language requirements, reflecting the minimum communicative language ability required to successfully pursue the joint programme.

18. Students shall be registered by the Universities and shall be entitled to normal student rights and privileges.
19. Students shall pay fees to the Local University. Such Fees shall be distributed and transferred by the Local University to the other University, as agreed in the individual student agreement, within two weeks of the due date of the payment. Fees shall be shared in accordance with the normal fees at each University on a pro-rata basis reflecting the time spent in studies at each University.

National reporting

20. Each University shall be responsible for reporting student numbers and related information to relevant national agencies. This reporting shall adhere to the requirements of relevant national data protection legislation and should acknowledge the joint nature of provision.

Supervision

21. There shall be a minimum of two supervisors for each student with at least one supervisor from each University. One formal supervision session should take place each month and normally three times a year that supervision session will be with the entire supervision team. Such sessions may take place either at a single location or by electronic conferencing means as practicality dictates. Each University shall ensure appropriate alternative or cover arrangements should the supervisor leave the University or be absent.

22. Supervisors shall be jointly responsible for planning and monitoring each student’s programme of work, including the periods of study to be spent in each location.

23. Supervisors shall be responsible for providing or arranging the briefing or orientation to their University. This briefing, which is intended to help them settle in as quickly as possible should include information on the University, its facilities and geographic environs, as well as housing, health, safety, and welfare information. In addition to this general orientation, there shall be a Faculty Induction representing the start of the researcher training programme.

Monitoring of progress and progression

24. The progress monitoring and progression procedures shall meet the normal principles of both Universities. The progress monitoring and progression procedures of the Lead University will be followed. These may be adapted, with the agreement of the Lead University, to reflect the location of the students.

Examination

25. The examination process shall be enforced in accordance with the local rules of each University and the relevant national systems and norms. It shall normally follow the process set out below.
a. The thesis shall be submitted in English with the Abstract / Summary in both languages (English and Indonesian). Provision shall be made by the student for a full translation where requested.

b. The examination committee shall include at least one examiner from each of the Universities and at least one examiner external to both Universities. It may include other members, including a Convenor, designated by the Dean of Postgraduate Studies of UNuT and the Head of the Study Programme in Biomedicine at UI, after consultation with the authorised authorities and the supervisors, but not the supervisors themselves.

26. The thesis shall be submitted to the examination committee who shall be required to submit comments within a specified time scale.

27. Defence of the thesis shall be in two parts:
   a. A closed session involving only the examination committee, which shall determine the final outcome. This shall be held in English. The report of the examination committee shall include the opinions of each of the members of the examination committee in English with translations in Indonesian. This joint report shall be issued to the student and supervisory team.
   b. A public defence by the student in English.

28. If translation is used during the examination, the Lead University and/or its research group shall cover all costs of both external examiners under its normal arrangements. Each University and/or its research group shall cover their own costs.

29. Students will be eligible for consideration for prizes or meritorious notification by either or both Universities, as classified by the examination process.

Student complaints and appeals

30. Any complaint or appeal by the student shall be considered only by the host University, under its procedures and relevant statutes. The other University shall:
   a. Provide information requested by the Local University relating to the complaint or appeal;
   b. Provide copies of all information relating to the complaint or appeal;
   c. Have an opportunity to observe and comment on all proceedings.

31. The grounds for appeal may be on procedural matters only, and not on claims made about the merits of the thesis. Procedural matters consist of such things as irregularities in the conduct of the examination or documented evidence of examiner bias as might be found for example in comments made by examiners in reports.

32. The host University may refer an issue relating to a complaint or appeal to the other University for comment.

Intellectual property rights (IPR)

33. Where the Lead University and the host University are not bound by pre-existing obligations and are therefore free to so do, rights in the arising intellectual property shall be held jointly and equally by the Lead University and the host University ("Joint IP"). Both the Lead
University and the host University shall be free to use said Joint IP as they see fit save that it may not be assigned or exclusively licensed to a third party without agreement between the Universities. In the event that in future the research findings in the thesis form the basis of or lead to some commercial venture or application, the student who produced the thesis shall receive consideration in accordance with the policies of the Lead University, reflecting their effort. In addition, any royalties received by either University as a result of the commercial exploitation of Joint IP shall be divided equally between the two, reflecting the role played in supporting the research.

34. IPR will always be specifically detailed in the specific student memorandum of Agreement.

Information relating to the AoI

35. Universities shall each maintain appropriate records and information on Applicants and Students. Universities shall each ensure that such records and information are accurate and kept up to date and secure.

36. The Universities acknowledge and agree that:
   a. Applicants' and Students' personal data will need to be transferred from England to Indonesia (the "Transfer") and vice versa in order to (a) decide whether to admit Applicants to the joint doctoral degree programme and (b) administer the joint doctoral degree programme for Students in Indonesia;
   b. this Transfer is in the interests of the Applicants as it enables them to be considered for admission to the Programme and is in the interests of Students as it will enable them to obtain a joint UNuT/UI PhD and there is a close and substantial connection between the Applicants' and Students' interests and the purpose of this AoI;
   c. the Transfer will be necessary for the performance of the contract between a Student and UNuT and/or between a Student and UI pursuant to this AoI, or for the taking of steps at the request of an Applicant with a view to her entering into a contract with UNuT and/or UI pursuant to this AoI;
   d. if UNuT considers that any proposed Transfer does not fall within clause c, it will be under no obligation to effect that Transfer but may choose to do so if it can ensure its own compliance with the UK Data Protection Act 1998 (1998 chapter 29) (the "DPA") through obtaining Applicants' or Students' consent to the Transfer or by other means permitted by the DPA.

37. The Universities will set out the practical arrangements and agreed standards for the sharing of Relevant Data between them in an information sharing protocol (the "Protocol"), which Protocol may be amended from time to time to ensure UNuT's compliance with the DPA. The Universities shall comply with the Protocol.

38. Each University shall indemnify the other University from and against all claims, demands, actions, proceedings, judgments, damages, losses, costs and expenses (including legal costs on a full indemnity basis) which the other may suffer or incur in connection with any wrongful disclosure or misuse of the Relevant Data as a result of the indemnifying University's breach of its obligations under this clause.
Costs

39. Each University shall be responsible for its own costs associated with this AoI.
40. Neither University shall have the authority to authorise or incur financial liability on behalf of the other.

Confidentiality

41. All information disclosed by one University to the other University ("Recipient") associated with the Joint Doctoral (PhD) Degree Programme shall be treated as confidential by the Recipient and shall not be divulged to any other party without the prior written consent of the disclosing University.

Publicity and promotion

42. The Universities agree that any publicity and marketing materials for this Joint Doctoral (PhD) Degree Programme must be approved in writing prior to publication. Initial contact to obtain such approval shall be made via the points of liaison referred to in Clause 56.
43. The Universities may make reference to this AoI provided such reference clearly describes the nature and extent of the collaboration and does not make misleading comments regarding standards, quality, or services.

Period of applicability

44. This AoI shall be effective from the date of signature for a period of 5 years. Reviews, which are intended to produce revisions or modifications to the AoI, may be made by the Universities after 3 years. Any revision or modification shall be in writing and once approved by the Universities shall become part of this AoI.
45. This AoI may be renewed by mutual written consent between the Universities. The Universities shall discuss any possible renewal of this AoI no less than 6 months before the expiry date of this AoI.

Withdrawal or termination

46. Either University may terminate this AoI by letter giving 6 months notice. In such a circumstance the Universities shall seek an elegant and fair solution on how to discharge any residual responsibilities to students who are enrolled on the Joint Doctoral (PhD) Degree Programme of study.
47. Both Universities shall make all reasonable endeavours to ensure that should this AoI be terminated, either in accordance with Clause 46 or Clause 50, those Students who are enrolled at that time are given the opportunity to complete their studies towards the award of a Doctoral (PhD) Degree at one of the Universities.
48. Clauses 30, 31, 32, 35, 36, 38, 39, 40, 41, 42, 46, 47, 48, 49, 51, 52, 53, and 55 shall survive the termination of this AoI.
Force Majeure

49. Neither University shall be held responsible or liable or be deemed to be in default or in breach of this AoI for its delay, failure, or inability to meet any of its obligation under this AoI (except payment obligation) caused by or arising from any circumstance which is unavoidable or beyond the reasonable control of such University, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, or disturbances which frustrate the performance of this AoI.

50. However, if the delay in performance is more than three months, either University may terminate this AoI having had due regard to Clause 9.

Law applicable

51. This AoI shall be legally binding upon the Universities.

52. The laws of England and Wales shall apply to interpretation of this AoI when UNuT is the Lead University. The laws of Indonesia shall apply when UI is the Lead University.

53. Nothing in this AoI shall be construed as a partnership between the Universities.

Revisions or modifications to this AoI

54. No provision in this AoI may be revised or modified except in writing by authorised representatives of both Universities.

Dispute resolution

55. The Universities agrees that, should any controversy or claim arises out of or in relation to this AoI, the Universities shall endeavour to reach a solution amicably, by mutual consultation or negotiation.

Liaison

56. The Universities shall appoint persons to act as liaison. The persons initially appointed in this role are set out below. If any there is any change in future to the persons acting as liaison, the University must inform the other.

UI Liaison

1. Dr. dr. Ratna Sitompul, SpM(K), Dean
   Faculty of Medicine, Universitas Indonesia
   Salemba Raya No. 6, Jakarta 10430, Indonesia
   Tel/Fax : +62 21 3160493
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2. Dr. rer. physiol. dr. Septelia Inawati Wanandi,
Secretary of Doctoral Programme in Biomedical Sciences
Head of Master Programme in Biomedical Sciences
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Liaison

1. Professor Barry H Hirst, Dean of Postgraduate Studies
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Email: barry.hirst@ncl.ac.uk

2. Professor Steve Yeaman, Director of International Postgraduate Studies and
Deputy Director of the Institute of Cellular Medicine
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Signatories

Dr. dr. Ratna Sitompul, SpM(K)
Dean of Faculty of Medicine
Universitas Indonesia
Date: 06/04 2011

Professor Ella Ritchie
Deputy Vice-Chancellor
University of Newcastle upon Tyne
Date: 05th April 2011
2. Dr. rer. physiol. dr. Septelia Inawati Wanandi,
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UNuT Liaison

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Signatories

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Dean of Faculty of Medicine
Universitas Indonesia
Date: 06/04 2011

Professor Ella Ritchie
Deputy Vice-Chancellor
University of Newcastle upon Tyne
Date: 06th April 2011