**Annexe 1**

**Agreement for Off-Site Joint Supervision of research programme leading to a single University of Liverpool award between**

**the University of Liverpool and**

 **the University/Research Institute/Organisation of «Pname» (hereafter referred to as the Partner)**

Name of student:

Please ensure that when completing the template agreement you remove this note and all the tracked comments, which are on this downloadable Word document purely for your assistance when completing the agreement.

**Please consult with AQSD prior to making any alterations to unhighlighted sections of this template.**

**Academic and Administrative Framework**

1. **Rationale for the joint supervision**

This agreement is designed to establish a research relationship for the student between the University of Liverpool (hereafter referred to as UoL) and the Partner University/Research Institute/Organisationas partners in the global world of knowledge generation and exchange leading to an award of PhD from UoL. UoL is a member of the Russell Group of top research Universities in the UK and the Partner University/Research Institute/Organisationis a well-recognised University/Research Institute/Organisation in «Pcountry».

1. **Facilities and resources**

Both parties are well equipped with facilities to enable the student to undertake the planned research. The specific resource requirements will be provided in the project description and any associated costs for both Parties will be set out clearly in the offer letter. The student will be entitled to access all relevant support services from UoL and the Partner whilst they are resident at the Partner’scampus or site, including Disability Support, Counselling and Mental Health Advisory Services and immigration advice at UoL and equivalent services at the Partner.

1. **Academic regulations**

3.1 The postgraduate research will be conducted under UoL’s relevant postgraduate research (PGR) degree Ordinances, PGR Code of Practice, policies, procedures and other relevant documents. The student will receive a single UoL award.

3.2 The student shall apply to and meet the entry requirements of UoL to be admitted as a postgraduate research student at the UoL Institute/School commencing on «Start date» for a period of «duration».

3.3 A single offer letter, issued by UoL to the student, will outline the expected study pattern (off-site with occasional visits to UoL if applicable) including the expected off-site location(s) of study. Student registration records at both partners will be established and maintained so that both parties are fully informed of decisions taken. The student will only spend time at UoL as a visiting student, the proposed timing of which will be outlined in the offer letter. The offer letter will include details of the tuition fees payable, and any other expenses (stipend/ Research Support Fees) payable to either or both parties.

 *Changes to pattern of study*

 3.4 Any changes in timing(s) of the visit(s) to UoL must have the approval of both partners, normally at least 6 months in advance of the change occurring. To request the change, the Primary Supervisor/Institute must contact their UoL School/Institute Director of PGR Studies (SDPR/IDPR) and a change of pattern form needs to be submitted in accordance with the established UoL procedures.

3.5 The student must have an adequate standard of both spoken and written English language at the point at which they register with UoL.

1. **Induction arrangements**

4.1 *Information to students*

The student shall be provided with all information from both partners, either electronically or otherwise, which constitutes the student contract (see Clause 3.3). This includes access to local information about each partner’s services. It will also include financial and health insurance information.

4.2 *Induction – roles and responsibilities*

1. UoL shall provide a full induction either electronically or via an appropriate audio-visual platform (e.g. Zoom, videoconferencing) to the student once they are registered on their programme of study. The student must be provided with all relevant regulatory and procedural information together with guidance material regarding support services, including the PGR Handbook, either electronically or otherwise, which will constitute the Student Contract. UoL shall provide the student with information about any relevant stipend and health insurance. The Partnerwill provide all relevant induction to the student while at its campus/site, including matters such as health and safety.
2. Provisions regarding research skills training are contained in Section 8 of this agreement. The student is strongly encouraged to undertake this training programme.The Partnermight provide additional training whilst the student is located at its campus/site.

4.3 *Immigration requirements*

1. The student is required to comply with the relevant UK Visas and Immigration (UKVI) requirements in relation to any periods as a visiting student at UoL (which must be less than six months duration).[[1]](#footnote-1) UoL will be the immigration sponsor of the student under this agreement when they study at Liverpool and will be responsible for issuing a Confirmation of Acceptance for Studies (CAS) for the period stipulated in the offer letter.

1. While the student is studying in the UK under a Student visa they must be located at UoL and are required to study on a full-time basis (or in accordance with the terms of their visa). Their engagement with the research programme will be monitored by UoL for immigration purposes.
2. The acceptance of the student as an off-site research student by the Partner shall be subject to the student complying with the required visa regulations of «Pcountry».

4.4 *Regulations applicable at the partner organisation*

It is the responsibility of the Partner to advise the incoming student of:

 the requirements for, and provision of, social security and health insurance;

 their personal liabilities and obligations in these matters.

1. **Financial arrangements**

5.1 Regarding tuition fees, any associated research support fees (Research Support fees), living expenses and travel costs …..

5.2 The provision of health care to students whilst studying in the UK is governed by UKVI rules.

 When the student attends the Partner’s campus/ sitethe following arrangements for provision of health care will apply:

1. **Supervision arrangements**

6.1 The research work to be undertaken off-site, with occasional visits to UoL if required, will be in accordance with the UoL Policy on Research Student Supervision (Appendix 2 of the PGR Code of Practice), under co-supervision by at least one Supervisor at each partner. At least one Supervisor will be assigned from UoL who will be a member of academic staff employed by UoL. Supervisors employed by the Partner must be appointed as and granted the status of ‘Recognised Supervisor’ by UoL in accordance with UoL procedures.

6.2 All Supervisors must be research active and hold a PhD or equivalent degree that is acceptable to both parties.

6.3 The role and input by each supervisor in the team will be detailed in the project proposal and three-month plan. As a minimum, Supervisors from both partners will review the student’s record of supervisory meetings and annual progress report (see section 7) and discuss with the student progress issues and future plans, either face to face, by email or audio-visual platforms, at least once per month. The Primary Supervisor will be responsible for signing off the student’s progress reports.

1. **Progress monitoring**

 7.1 *Record of supervisory meetings and annual progress report*

1. The student and Supervisors are required to meet regularly to discuss progress, to identify problems and to set targets. UoL requires students to undertake supervisory meetings at least once per month and these should be recorded in the record of supervisory meetings and the annual progress report. Agreed action points and issues will be communicated to the Supervisor from the Partner organisation by email or via video conferencing.
2. While the student is on any visit to UoL monthly meetings should take place with the appointed UoL Supervisor. Issues should be discussed by both Supervisors by email or via audio-visual platforms. Outcomes should be recorded in the usual way in the UoL system.

 7.2 *Annual Progress Monitoring*

a) The student and their Supervisors are required to complete a progress report on an annual basis in accordance with UoL’s timescales during their PhD studies. Failure to do this may result in the termination of the student’s studies.

b) Independent assessment of student research at the end of each year’s study will be carried out via an annual panel assessment (an APM process consisting of a report and independent interview); the Independent Progress Assessment Panel will comprise one staff member from the Partner and at least one member of UoL staff, neither of whom are part of the supervision team.

1. **Research skills training**

In addition to the mandatory skills training required by UoL, all research students are strongly encouraged to undertake an approved programme of additional research skills training during the period of their registration. In respect of this agreement, the following arrangements for research training will apply:

1. **Approval of special arrangements for students**

 9.1 *Annual leave*

1. The student is entitled to take up to 25 working days per annum (plus UoL and the Partner’s closed days), plus bank holidays as annual leave from UoL in agreement with their Supervisors.
2. If the student is funded/ sponsored they will receive a stipend during authorised annual leave.

9.2 *Interruption of study*

1. Any request from the student to interrupt their studies should be considered and approved through the normal UoL processes.
2. Retrospective interruptions of study are not permitted under any circumstances. Interruptions of study on medical grounds should be supported by appropriate medical evidence. Interruptions of study are not normally granted for periods of longer than 12 months.

9.3 *Extension to periods of registration*

1. Any request for an extension to the period of registration should be made by the student using the UoL online form no later than thirty days before their last permitted submission date. Extensions of study are not normally granted for periods of longer than 12 months.
2. If the student ceases to engage in their studies, at the partner, then UoL’s progress procedures will be invoked.
3. **Thesis examination arrangements**

The thesis will be submitted to UoL and examined in accordance with the UoL Policy on Research Degree Examinations and Examiners (Appendix 8 of the PGR Code of Practice). UoL will award the degree to a successful candidate in accordance with the relevant Ordinance in force at the time of the candidate’s registration.

1. **Graduation**

11.1 A single PhD award from UoL will be conferred at its degree awarding ceremony.

11.2 If desirable, UoL and the Partner will jointly provide an explanatory certificate confirming that the student has successfully completed the programme.

1. **Intellectual Property Rights**

12.1 The student will be subject to UoL’s Intellectual Property Policy, which reserves ownership of new intellectual property arising from the student’s research to UoL. However, the intellectual property ownership and exploitation rights arising from this jointly supervised postgraduate research will be informed by the inventive contribution of each partner’s supervisor and the student and will be negotiated at the point when the intellectual property arises. UoL will, where appropriate, secure a licence to access any intellectual property owned by the Partner on fair and reasonable terms.

12.2 UoL’s right of ownership is subordinated by its agreement with **«funder/collaborator»** and as such the intellectual property ownership and exploitation position for this student’s PGR project is set out below:

1. **Copyright**

13.1 The copyright in the PGR thesis will belong to the student, unless ownership of copyright is transferred. However, the student’s thesis may be embargoed should **«funder/collaborator»** wish to pursue evaluation, exploitation or protection of intellectual property.

13.2 In accordance with normal academic custom, the results of the PGR project may be publishable by UoL and the supervisor(s). The student engaged in the project shall be permitted to present and to publish the methods and results of the project, provided that UoL shall have advance notice of any disclosure and will enjoy discretion to delay proposed publication or presentation if, in its reasonable opinion, such delay is necessary to secure protection of intellectual property rights.

13.3 The student is subject to UK copyright law and those laws pertaining to the Partner.

1. **Complaints and Academic Appeals**

For any issue of complaint that arises before the thesis is submitted for examination:

14.1 The student should use the relevant Complaints Procedures in place at the institution or organisation at which they are resident at the time.

14.2 Both Parties shall undertake such collaboration as necessary to resolve the student’s complaints.

14.3 Where the student complaint relates to matters wholly within the jurisdiction and responsibility of one Party or the other, and outside the scope of this Agreement, that Party is responsible for resolving the matter for the student.

14.4 Where the student’s complaint involves matters over which both Parties have responsibilities under this Agreement (such as supervision, library and other resources, financial arrangements for the student etc.) and where the student feels that their complaint has not been resolved satisfactorily at the first stage of the relevant Party’s procedures, UoL’s Student Complaints Procedure will be used to investigate the matter further under the second stage. Under normal circumstances, this escalation would be handled by the academic leads for this agreement, under the auspices of the SDPR/IDPR. A student would then be entitled to use the final stage of the UoL Student Complaints Procedure to submit a Formal Complaint to the UoL Director of Student Experience & Enhancement.

14.5 Research degree appeals will be handled in accordance with the UoL Research Degree Appeals Procedure (Appendix 10 of the PGR Code of Practice).

1. **Discipline and Academic Misconduct**

The student shall be subject to both Parties’ policies and procedures for handling misconduct, except for academic misconduct, which shall be handled in accordance with UoL’s PGR Academic Integrity Policy (Appendix 4 of the PGR Code of Practice). The procedures to be used in the event that the student is alleged to have breached either Party’s rules for conduct will normally be those of the institution at which the student is resident at the time of the alleged incident. Where the alleged misconduct affects both Parties, the SDPR/IDPR will decide which Party’s procedures should be used, taking any advice as appropriate.

**Legal Framework**

1. **Duration of agreement and quality assurance and monitoring**

16.1 This agreement will be active for the duration of the specified PhD programme.

16.2 Should the agreement be terminated prior to completion of the studies by the student, both partners will co-operate in order for the student to complete their research programme.

1. **Use of the UoL name and logo**

UoL’s coat of arms, logo and name are valuable intellectual property rights of the University and the Partner is not permitted to make use of them without express permission of UoL.

In turn the Partner’s logo and name are valuable intellectual property rights of the Partner andUoL is not permitted to make use of them without express permission of the Partner.

1. **Variation agreement and termination provision**

Any change to the original signed agreements will only be valid if the change is made in writing and approved by both parties and by the appropriate authorised body within each partner, the student having been notified as appropriate. Any change should be appended to this section and dated accordingly.

1. **Termination of agreement**

Either partner may terminate the agreement in exceptional circumstances by providing a written notice period of no less than twelve months. In such circumstances, both partners will co-operate in order for the student to complete their research programme.

1. **Dispute resolution**

Any dispute arising under this Joint Supervision Agreement will be dealt with initially by the Faculty DPGR at UoL and their counterpart at the partner.

This agreement will be subject to the laws of England and the exclusive jurisdiction of the English Courts.

**Approved by UoL School/ Institute PGR Director**

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)

**Approved by UoL Faculty PGR Director**

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)

**Signed on behalf of the University of Liverpool**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Designation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)

**Signed on behalf of the Partner**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Designation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)

**Guidance document for use with Appendix 11 of the PGR Code of Practice**

**Policy on Off-site and Split-site Research Degree Study**

**(for a single University of Liverpool award)**

Guidance document for use in drafting Agreements for Off-site and Split-site joint supervision of a research programme leading to the award of a single University of Liverpool degree.

Please consult with AQSD prior to making any alterations to unhighlighted sections of the agreement templates.

**General introduction**

This document should be read in conjunction with the Policy on Off-site and Split-site Research Degree Study (for a single University of Liverpool award) - Appendix 11 of the [PGR Code of Practice](https://www.liverpool.ac.uk/aqsd/academic-codes-of-practice/pgr-code-of-practice/).

These agreements are to be used in relation to individual students only and not for PGR institutional collaborative agreements that cover a student cohort. The purpose of the agreement is to clarify the responsibilities of both partners in relation to the student and the project whilst the student is based at the off-site location. It also provides key information that is specific to the individual project, including financial arrangements. Advice should be sought from AQSD if the student will be based at a site where an established agreement is already in place or if the student is part of a Research Council cohort or a similar Doctoral Training Programme.

The documentation listed below must be approved by UoL via the mechanisms set out in this guidance document before an offer letter is issued to the student.

**Required documentation for off-site and split-site study**

1. Joint supervision award agreement (Annexe 1 or Annexe 2)

Annexe 1 should be selected for off-site study. Annexe 2 should be selected for split-site study. The definition of what constitutes off-site and split-site is provided in the Policy.

The UoL supervisor completes the template agreement. Guidance can be found in the comments within the template and the accompanying information under item 6 below ‘Template clauses for use with Annexe 1 and 2’.

When completing a template agreement all the tracked comments and the explanations in red at the top of the document must be removed; these are on the downloadable Word documents purely to assist in completing the forms.

The UoL supervisor sends the completed template agreement to the host supervisor for signature with their institution/ organisation. The agreement must be signed on behalf of the institution/ organisation by an appropriately senior individual (Pro-Vice-Chancellor for example).

See item 4 below regarding UoL signatures and approvals.

1. Written confirmation from the hosting supervisor of their agreement to undertake the role

The hosting supervisor is required to confirm that they will act in accordance with the Policy on Research Student Supervision (Appendix 2 of the PGR Code of Practice). They should confirm this in writing, on letter headed paper, signed and dated.

1. Off-site approval form

The off-site approval form is available from the [Research Degree Administration Team (Student Life) website](https://www.liverpool.ac.uk/student-administration/research-students/a-z-forms-procedures/). This should be completed for off-site and split-site agreements by the UoL supervisor.

1. UoL signatures and approvals before proceeding to offer letter

The partner must sign the joint supervision agreement (Annexe 1 or 2) before the UoL signatures are requested.

All documentation (agreement signed by the partner, letter from host supervisor, completed risk assessment form, available as part of the UoL Code of Practice on Safety and Support for Off Campus Activities should be reviewed and approved within the School/Institute by the School/Institute PGR Director.

Once approved, the School/Institute PGR Director (or PGR Administrator) will forward the documentation to the Research Degree Administration Team (Student Life). The Research Degree Administration Team (Student Life) will obtain approval from the Faculty PGR Director and the Pro-Vice-Chancellor for Research and Impact or their nominee.

Once approved, the relevant Officer from the Research Degree Administration Team (Student Life) will forward copies of the fully signed documents to the School/Institute PGR Director, PGR Administrator and report the outcome to PGR Committee.

1. Notification

The School/Institute PGR Director or PGR Administrator will notify the UoL supervisor when approval has been received. The admission can then move to offer letter stage provided all other necessary documentation is in place.

1. Template clauses for use with Annexe 1 and 2

The numbering adopted in the following section of this guidance document relates to the clause numbering in the template agreement for off-site students.

Words/phrases highlighted in yellow in the templates require the member of staff in UoL to enter the correct details. Please note this might also require deletion as well as insertion (e.g. where the phrase states ‘university/research institution/organisation’ – you should delete the words that are not appropriate for the partner).

* + Clause 1: The term PhD exceptionally may be changed to a different award as appropriate.
	+ Clause 3.4 (3.5 in split-site – Annexe 2): The ‘change of study pattern form’ can be obtained from the [Research Degree Administration Team (Student Life)](https://www.liverpool.ac.uk/student-administration/research-students/a-z-forms-procedures/).
	+ Clause 4.2a: Information regarding UoL facilities and training requirements as part of the full induction can be found on the PGR website.
	+ Clause 4.3: Subsections 4.3a and 4.3b should only be included if the student is a Student visa holder
	+ Clause 5.1: Details of the financial arrangements must be set out in full i.e. specifying who is responsible for payment of the relevant costs.
	+ Clause 5.2: Details of the healthcare arrangements at the partner must be set out in full.
	+ Clause 5.2: The provision of health care to students whilst studying in the UK is governed by UKVI rules only if the student is studying under a Student visa. Therefore, if the individual student is not a Student visa holder this sentence should be removed.
	+ Clause 8: Regarding the provision of training - the agreement must specify for example that the student participates in any training required by the Partner while based at the Partner’s campus/site and that this meets the minimum requirements set out by UoL.
* Clause 11.2: This clause should only be included if both parties agree to provide such a certificate. Using the template ‘confirmation of participation certificate’, which can be obtained from the Research Degree Administration Team (Student Life), add the student’s details and the partner’s logo. It is acceptable to include the student’s DOB if the partner requires this in order to correctly identify the student. The confirmation of acceptance certificate can only be issued on completion of the programme.
	+ Clause 12: The text regarding intellectual property has been confirmed as correct by UoL’s Head of Legal Services.
	+ Clauses 12.1 and 12.2: Either subsections 12.1 or 12.2 should be included in the agreement but not both. If 12.2 applies then the details of the IPR arrangement should be inserted.
	+ Clause 13: The text regarding copyright has been confirmed as correct by UoL’s Head of Legal Services
	+ Clause 13.1: The term ‘funder/collaborator’ – one of these terms should be deleted as appropriate
	+ Clause 18: The Pro-Vice-Chancellor for Research and Impact or officially appointed nominee can sign the amendment.
	+ Clause 20: Dispute resolution -Escalation to the relevant FDPR.

**Help and assistance**

For help and assistance with the approval process or documentation, contact the School/Institute PGR Director or Faculty PGR Director in the first instance. Further advice and guidance can be obtained from the PGR Quality Officer in AQSD <https://www.liverpool.ac.uk/aqsd/contact/>.

1. <https://www.gov.uk/student-visa> [↑](#footnote-ref-1)