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# INTERNATIONAL COOPERATIVE GRADUATE DEGREE AGREEMENT

(ICGDA)

## FOR DUAL PHD DEGREE

between

**Partner Institution, City, Country**

and

**The Ohio State University, Columbus, Ohio, U.S.A.**

This document describes a cooperative Dual PhD degree agreement designed to deepen the research and academic relationship as part of the growing partnership between The Ohio State University (Ohio State) and the **Partner Institution (abbreviation)**. The goal of this cooperative dual degree program is two fold (i) to provide a framework for exceptional graduate students from **Partner Institution** to seek a global educational and professional experience by enrolling as a graduate student at Ohio State and (ii) to produce skilled and diverse graduates from Ohio State by recruiting and nurturing excellent domestic as well as international students to our graduate programs who embody an awareness and engagement to influence the world. The opportunity to gain an international experience in graduate education provides a means of access to new information and perspectives, innovative concepts and methods, emerging research technologies, and unique populations and environments not typically available at a single institution and country.

The Ohio State University (OSU) and the **Partner Institution** (the Parties) enter into this formal agreement for the purpose of Dual graduate degree. The Dual PhD degree is defined as the same degree (i.e. PhD) from the two institutions and is distinct from the combined programs which combines two different degrees. The program will enable **Partner Institution** graduate students an opportunity to pursue a part of their PhD graduate course requirements and/or research work at both the **Partner Institution** and at Ohio State, by satisfying the degree requirements for both institutions within the time-period typically required for a single PhD degree from Ohio-State.

### THE AGREEMENT

#### 1. Program Planning.

- a) Before initiating any agreement, the Partner Institution must undergo a **visual compliance** screening through the Office of International Affairs (OIA) at OSU. The Partner Institution must NOT be an entity reasonably believed to be involved, or to pose

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a significant risk of being or becoming involved, in activities contrary to the national security or foreign policy interests of the United States (The Entity List (15 CFR, Subchapter C, part 744, Supplement No.4)<https://www.bis.doc.gov/index.php/documents/regulations-docs/2326-supplement-no-4-to-part-744-entity-list-4/file>.

- b) After the visual compliance screening is met, the Partner Institution must undergo a **research compliance screening** through the Office of Research Compliance (ORC) at the Ohio-State University. The OIA and ORC approvals must be submitted along with this ICGDA.
- c) The cooperative agreement must specify if there is program match with an existing OSU degree program or if this would be a new/modified degree, degree option, or certificate. New programs must submit a program proposal, in collaboration with a College/Department/Program, for approval by the Graduate School and Ohio State. Program proposals should specify how the cooperative agreement is distinct from existing programs with regard to student audience, admissions criteria, or program demand. An active executed International Cooperative Agreement is required before International Program Proposals will be reviewed.
- d) Any student receiving an OSU degree must fulfill all OSU degree requirements, but some requirements may be fulfilled by approved course work at the **Partner institution**. Overlap in academic content and equivalency in course content, credits and expectations between the OSU and the **Partner Institution** should be identified.
- e) A plan for faculty oversight and staff resources for OSU faculty to oversee the program and assure appropriate student oversight and mentoring should be included. A timeline for identification of OSU advisor and the duration for which they are expected to advise the graduate student along with a co-advisor at the **Partner Institution** should be in place.
- f) A plan for identification of co-advisor and candidacy/dissertation committee members from the **Partner Institution** should be included, with details on how these faculty members meet the **authorized P-status**, i.e. equivalent requirements of graduate faculty with P-status at OSU (**Section 12.4 of GSHB**).
- g) A plan for appropriate availability of institutional support, infrastructure and resources to enable successful completion of the proposed research plan of the agreed upon number of graduate students from the **Partner Institution**.

## 2. Program Approval

- a. New programs must be approved by the **Graduate School (Associate Dean)** and by the **Office of International Affairs** as per the protocol for any new Ohio State cooperative graduate program.
- b. This Agreement becomes effective for **5 years** on the date of the last signature. Upon written consent by both parties, the agreement may be extended for another period of **3 years**.
- c. An initial mid-term review of the program, conducted by the Graduate School, will take place **3 years** after the start date for the purpose of adjusting any issues that may have arisen in the course of implementing the Program. The program will be reviewed

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every three years and evaluated based on (i) number of students participating in the Dual PhD program, (ii) their academic metrics of success, (iii) ability of the Ohio State graduate program and/or the Partner Institution to provide financial support for the Dual PhD students and (iv) impact of the Dual PhD program on the Ohio-State graduate program.

**3. Implementation of the Program and Enrollment Conditions.**

- a. Once approved, each year, **Partner Institution** may send up to **the agreed upon qualified graduate students** who are at the beginning of their third year of graduate study to Ohio State for **at least four semester(s)**.
- b. It is recommended (though not required) that students from the **Partner Institution**, who wish to study at OSU should have successfully completed the Ph.D. candidacy exam or equivalent in their respective Ph.D. program at the **Partner Institution**.
- c. The **Partner Institution** students must be in good academic standing. The standards for program admission shall be undergraduate GPAs of 3.5 (out of 4.0) or better, a quantitative GRE score in the 50th percentile or above, and mostly A-range grades in core undergraduate and graduate courses.
- d. The **Partner Institution** students will also need to meet the English language requirements set by the OSU Graduate School, which includes a minimum score of 550 on the old or a minimum score of 19 on each section of the new paper-based Test of English as a Foreign Language (TOEFL), 79 on the internet-based TOEFL, 82 on the Michigan English Language Assessment Battery (MELAB), or 7.0 on the International English Language Testing System (IELTS). In order for students to hold graduate teaching associate (GTA) appointments, they must also become certified in spoken English ability by passing the Oral Proficiency Assessment (OPA) exam administered by English as a Second Language (ESL) program at OSU. The OPA exam will be conducted via video conferencing during the term prior to the expected departure.
- e. **Partner Institution** students are provisionally admitted to the Ohio State program and degree type (i.e. Ph.D. Degree title). These students will be required to complete the OSU Ph.D. candidacy exam by the end of their second semester at OSU.
- f. In this arrangement, the **Partner Institution** students will have a faculty advisor at each institution. In addition there will be a **Partner Institution/OSU** Dual Ph.D. Committee to serve on the Ph.D. candidacy and final oral exam. This committee will be made up to two (2) faculty members from the **Partner Institution** and two (2) faculty members from OSU (all advisors/co-advisors with P-status or equivalent and committee members with P or M status or equivalent).
- g. All credit hours enrolled at Ohio State in the cooperative Dual Degree program must meet the requirements for the doctoral degree program at OSU. At OSU, the doctoral degree requires at least 80 graduate semester hours including coursework and research credits or 50 credit hours after a Master's, and of the 50 additional credits at least 24 must be taken at OSU. This latter requirement may be met by spending at least four semesters (two years) at OSU. These 24 credit hours should come primarily from the Doctoral Research class with a minimum of 3 credit hours at OSU at the graduate level (6000-level or above) and graded on an A-E basis. The balance of the required credit hours can be transferred from the **Partner institution**, in

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- agreement with and prior approval of the Graduate Studies Committee of the PhD program at OSU.
- h. Pre-candidacy students must enroll for a minimum of 8 graduate credit hours at OSU for Spring and Autumn semesters. Prior to candidacy, the **Partner Institution** student must have taken at least one graded (A-E) graduate (6000-level or above) OSU course, and must have a cumulative GPA of 3.0 or better at OSU.
  - i. Before the end of the **second semester** at Ohio State, **Partner Institution** students will complete their **PhD candidacy exam** at Ohio State. The Ph.D. candidacy exam will be conducted on the premises of OSU campus with remote access (**Appendix B of GSHB**) to committee members at the **Partner Institution**. The candidacy exam will be composed of both a written and an oral portion in accordance with the guidelines found in the Graduate School and the Graduate Program handbook at OSU.
  - j. After completion of their doctoral candidacy exam, the **Partner Institution** students will then continue graduate research at OSU as a graduate student for **at least another two semesters** to complete the Ph.D. degree.
  - k. The student's dissertation will be based on research that is mutually agreeable to the two advisors and approved by the student's Ph.D. candidacy committee. A 3-page research summary will be part of the student's application to the dual-degree program.
  - l. Post-candidacy students must be enrolled for at least three (3) credits every semester (Autumn and Spring) after their candidacy up to graduation, and they must be enrolled in for at least three (3) graduate credits at OSU the term in which they defend their dissertation and apply to graduate (even if it is Summer).
  - m. There will be a single dissertation agreed upon by both parties written in English as a graduation requirement. The final approved version or versions submitted will follow the guidelines of the respective institutions. There will be a single Ph.D. defense (final oral exam) held on the premises of OSU campus with remote access (**Appendix B of GSHB**) to committee members at the **Partner Institution**. The approval by defense committee must be unanimous for the dual PhD degree. If the approval is not unanimous, only the Partner Institution diploma will be issued if approved by the Partner Institution.

#### **4. Responsibilities of Parties.**

- a) Responsibilities of The Ohio State University:
  - 1. Ohio State Graduate Programs will evaluate students pre-selected by **Partner Institution** who have submitted an application for admission into their program. This evaluation will be performed in accordance with the guidelines and timelines of the Graduate Program at Ohio-State.
  - 2. To inform **Partner Institution** of admission results of pre-selected students as soon as possible before the acceptance deadline of April 15;
  - 3. To advise admitted **Partner Institution** students about Ohio state rules and regulations (The OSU Graduate School Handbook) as well as academic and cultural expectation at Ohio State (OSU Office of International Affairs);

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4. To register admitted **Partner Institution** students at Ohio State starting with the **1st** semester of their **3rd year** (i.e., Su, Au or Sp semester of their third academic year) as a Graduate student;
  5. Ohio State Graduate Programs will advise **Partner Institution** students on courses they need to take for their PhD degree and create a course plan. Each **Partner Institution** student will be assigned an advisor to facilitate this process;
  6. To inform the incoming students of all student benefits, including health insurance requirements and availability.
  7. To provide the **Partner Institution** one official final transcript to show the student's academic performance (grades).
  8. All **Partner Institution** students enrolled at OSU will be reviewed by the Graduate School in the same manner as all OSU Graduate Students and will be subject to remediation or probation for insufficient progress toward the degree as per our Graduate School handbook. These responsibilities will be overseen by the Graduate Studies Committee of the PhD program at OSU.
  9. OSU will not be obligated to provide financial support for stipend and/or tuition and fees for students from the **Partner Institution**. However, the Partner Institution will be informed if any costs associated with a graduate student appointment, including tuition, fees, and living expenses, will be covered by the Ohio State Graduate Program. If this support is in the form of a Graduate Research Associate (GRA) or Graduate Teaching Associate (GTA) appointment then responsibilities of these appointments will be provided.
  10. To collaborate with the **Partner Institution** in procurement of international fellowships and other funding opportunities to support students at the **Partner Institution** in pursuing graduate education at Ohio State.
- b) Responsibilities of **Partner Institution**:
1. The **Partner Institution** shall recruit and nominate at least the agreed upon number of students at the beginning of their 2<sup>nd</sup> year, i.e. **3rd semester** of graduate program at **Partner Institution** for participation in the Dual PhD program during the following academic year;
  2. Forward to the OSU Program the names of pre-selected students for potential admission to the cooperative Dual Degree program OSU. Students must apply on-line before the deadline date in a given year for initial enrollment in the following autumn semester;
  3. Recognize the two to four-year commitment for a student to complete the OSU degree;
  4. To administer pre-program orientation of student participants;
  5. To ensure that students admitted to the program take courses designated as essential;

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6. To advise Ohio State of any circumstances that may affect the students year abroad ( e.g. known public health issues); and
  7. To advise its students about academic and cultural expectations at Ohio State.
  8. To collaborate with OSU in procurement of international fellowships and other funding opportunities to support students at the Partner Institution in pursuing graduate education at Ohio State.

c) Responsibilities of the **Partner Institution** students:

1. Complete on-line application to the OSU program at [gpadmissions.osu.edu](http://gpadmissions.osu.edu) and submit all required application materials by the deadlines specified by the Ohio State graduate program;
2. If admitted, accept the offer of admission on-line by April 15<sup>th</sup> and submit financial documentation required to receive an I-20. Students must show proof of ability to cover tuition and living expenses or provide documentation for fellowship or other funding opportunities:
  - a. To pay graduate tuition and fees when studying at Ohio State;
  - b. To pay room and board costs;
  - c. To secure and pay for necessary health insurance and to pay medical costs;
  - d. To pay for books, living expenses and any other costs;
  - e. To pay the cost of transportation to and from Ohio State and **Partner Institution**;
3. To obtain an appropriate student visa for degree status at Ohio State (F-1);
4. To submit a transcript showing completion of a graduate courses at the Partner Institution as well as all applicable academic test scores and enrollment documentation to Ohio State; and
5. To follow the academic rules and guidelines of Ohio State and **Partner Institution** as outlined in this agreement. All students are subject to the rules of the institution they are attending.

**5. Fundamental Research and Export Control. (Needs review by Legal Affairs)**

It is recognized and understood that Ohio State will not engage **Partner Institution** students coming to Ohio State pursuant to this agreement in any proprietary research or research that is not “fundamental research” as defined in the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). **Partner Institution** agrees that neither **Partner Institution**, nor any of its faculty or employees, will direct or advise students to conduct research in violation of these laws or to seek out proprietary or non-fundamental research. It is recognized and understood that this agreement is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S.



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The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

**6. Intellectual Property and Publication Rights (needs review by legal)**

Each party reserves the right to publish the results of the collaborative research deriving from this program. Before submission for publication, however, each party shall notify the other of its intention to publish, and shall submit the manuscript to the other party for review and comment. The reviewing party shall have thirty (30) days from receipt of the manuscript to present any written comments to the other party. The reviewing party's comments shall be given due consideration by the other party. The publication of the results may be delayed at the reviewing party's written request for a period not to exceed ninety (90) days if it contains disclosure of an invention(s) on which either party desires to file a United States or foreign patent. It is understood that in no case can this provision for delay of publication cause a delay in the normal academic progress of a graduate student of either party with respect to preparation and submission of a graduate thesis or dissertation. Any ownership of inventions will be determined pursuant to applicable patent laws. The sequence of institutions listed on papers published by the students shall be determined by mutual agreement of advisors and relevant faculties/schools/departments of both parties. Normally, the home institution shall be listed first. Details shall be further worked out between the advisors and/or the relevant departments.

It is recognized and understood that research, inventions, and technologies owned by OSU and existing at the date when this Agreement becomes effective are the separate property of OSU, and are not affected by this Agreement, and the **Partner Institution** shall have no claims or rights in such separate inventions and technologies. PARTNER INSTITUTION further agrees that any research, inventions, discoveries, or improvements ("Inventions") developed by OSU arising out of services under this Agreement, or related project agreements with **PARTNER INSTITUTION** shall be owned by OSU ("OSU Inventions"). Similarly, it is recognized and understood that research, inventions, and technologies owned by **PARTNER INSTITUTION** and existing at the date when this Agreement becomes effective are the separate property of **PARTNER INSTITUTION**, and are not affected by this Agreement, and OSU shall have no claims or rights in such separate inventions and technologies. OSU further agrees that any Inventions developed by **PARTNER INSTITUTION** arising out of services under this Agreement, or related project agreements with OSU shall be owned by **PARTNER INSTITUTION** ("**PARTNER INSTITUTION** Inventions"). All inventions developed jointly by OSU and **PARTNER INSTITUTION** arising out of services under this Agreement or related joint project agreements with **PARTNER INSTITUTION** shall be owned jointly by OSU and **PARTNER INSTITUTION** ("Joint Inventions").

Each Party (i.e. the **Partner Institution** and Ohio State) recognizes that during the term of

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this Agreement it may have access to and become familiar with confidential, proprietary, and/or trade secret information owned by the other party. The Parties agree that during the term of this Agreement and any extensions, except as required to provide services under this Agreement, a Party shall not directly or indirectly possess, use, convert, copy, duplicate, or misappropriate confidential, proprietary and/or trade secret information provided to it by the other Party and shall not directly or indirectly disclose, communicate, transmit, or transfer any confidential, proprietary, and/or trade secret information provided to it by the other Party to any person or entity. The obligation of non-disclosure shall not apply to: (i) information that is or becomes publicly available through no fault of a Party; (ii) information that is already independently known to a Party as shown by its prior written records; (iii) information that is disclosed to a Party on a non-confidential basis by a third party with the legal right to do so; (iv) information subject to release or disclosure as required by law; or (v) information independently developed by personnel of a Party. All such confidential, proprietary, and/or trade secret information disclosed to one Party by the other Party during the term of this Agreement shall remain the property of the disclosing Party and, upon the termination of this Agreement, shall be returned to the disclosing Party. The requirements of this Paragraph shall survive the termination of this Agreement and any extensions by 3 years.

**7. Nondiscrimination. (Needs review by Legal Affairs)**

The parties agree that no person is excluded from participation under the terms of this Agreement on the grounds of age, ancestry, color, disability, gender identity or expression, genetic information, HIV/AIDS status, military status, national origin, race, religion, sex, sexual orientation, or veteran status.

**8. Termination**

Either party may terminate this Agreement by providing the partner institution with written notice of its intent to terminate. The terminating party will give advance notice prior to the effective date of the termination. Termination will not affect the program in effect prior to the effective date of the termination, and will be finalized after the completion of the program by current students.

**(a) Termination for Convenience**

Either Party to this Agreement may terminate the Agreement, without cause, with ninety (90) days written notice to the other party. Upon receipt, the party receiving written notice shall take all action necessary to minimize or eliminate any further costs, fees, or expenditures by the party providing notice. Every effort will be made to allow any student whose agreed upon program extends beyond the Termination Date to complete his or her program of study.

**(b) Termination for Cause**

Either Party to this Agreement may terminate this Agreement, for cause, with sixty (60) days written notice to the other party. The party receiving notice shall have sixty (60) days from receipt of the notice to cure any material breach to the satisfaction of the other party. Either party may terminate this Agreement immediately upon notice if





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