

## COTUTELLE AGREEMENT

BETWEEN

**THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**, incorporated under the Universities (Scotland) Acts, registered in Scotland as a charity with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh, United Kingdom EH8 9YL;

AND

The Graduate School of Veterinary Medicine, Hokkaido University and having its principal office at Kita 18 Nishi 9, Kita-ku, Sapporo, Hokkaido, Japan

## BACKGROUND

Both parties have agreed to work together and co-operate with each other on the basis of this agreement in order to develop and deliver a research programme with a cotutelle arrangement more fully described below.

It is agreed as follows:

### 1 Definitions and interpretation

1.1 In this agreement, unless the context otherwise requires:

- 1.1.1 **"Commencement Date"** means the date on which this agreement will come into force and which is the date set out opposite this term in the Schedule;
- 1.1.2 **"Home University"** means the institution at which a student is enrolled and from which the student intends to graduate;
- 1.1.3 **"Host University"** means the institution which receives students from the Home University;
- 1.1.4 **"Party"** means a party to this agreement;
- 1.1.5 **"Programme"** means the research programme with a cotutelle arrangement described in clause 2 and the Schedule;
- 1.1.6 **"Schedule"** means the schedule attached to this agreement;
- 1.1.7 **"Term"** means the term of this agreement referred to in Clause 11 and set out in the Schedule;

1.2 The following provisions shall be used to interpret this agreement:

- 1.2.1 any reference to a provision of a statute includes references to that provision as it may later be amended, extended or re-enacted;
- 1.2.2 words used in the singular should be interpreted to include the plural and vice versa;
- 1.2.3 the headings in this agreement do not affect its interpretation;
- 1.2.4 in the event of any conflict or inconsistency between them, the terms of the main body of this agreement will prevail over the terms of the Schedule;
- 1.2.5 the Schedule is incorporated into and forms part of this agreement and the Parties will comply with the terms of it as if it were set out in the main body of this agreement.

## **2 Research Programme**

- 2.1 Each Party agrees to participate in a research programme under which each Party will receive students of the other on the basis of this agreement. This is also referred to as a cotutelle arrangement.
- 2.2 The Programme is administered by the Parties to enable students to participate in research programmes of study, and for the partner universities to provide systematic joint research supervision for doctoral students.
- 2.3 The exchange periods that can apply to students, the schools and colleges participating and the nature of the courses to be provided by each are set out in the Schedule. The exchange of students between Host University and Home University should be balanced in each year of the Term and the Parties acknowledge that two students enrolling for one semester/term each is the equivalent to one student for one academic year. Each university enrolls no more than five students from the other annually. The exchange is based upon the anticipated number of students exchanging each year as set out in the Schedule. If there is an imbalance in one year this will be rectified by adjusting numbers of students in the following year of the Term.
- 2.4 Each Party acknowledges and accepts the other Party's fee level, standard of residential accommodation, length of academic year, teaching methods and standards for the purposes of the Programme. Each student participating in the Programme shall receive research supervision from both the home and host universities, and research supervision period at the host university shall be one year as a general rule (this can be cumulative).
- 2.5 Each Party will make such reasonable adjustments as may be required in its provision, criterion or practices, the physical features of its premises and auxiliary aids available to avoid any disabled student participating in the Programme being put at a substantial disadvantage in comparison to other students participating on the Programme who are not disabled.
- 2.6 Each Party has nominated a person to act as its Exchange co-ordinator. The purpose of this role is to be responsible for the day to day collaboration between the Parties in relation to the

Programme. The first Exchange co-ordinators are set out in the Schedule; changes may be made to such personnel by written notification to the other Party.

- 2.7 At the end of each year of this agreement, the Exchange co-ordinators will review its effectiveness and will recommend any changes they consider desirable to improve effectiveness to each of the Parties.
- 2.8 During the period of student's stay at the host university, both universities will work cooperatively to ensure the safety of the students.

### **3 Recruitment, admissions and enrolment**

- 3.1 The Home University will process applications from amongst its students who wish to participate in the Programme and select those it wishes to put forward for participation. The application form of each selected student, together with such supporting documents as the Host University may require, will be sent to the Host University. The Host University, acting reasonably, make final admission decisions and may reject selected students but it is expected that the Host University will not reject a selected student unless he or she does not meet established admission requirements. Admission requirements are set out in the Schedule.
- 3.2 Students must meet the language proficiency standards in line with the policy of the Host University. These standards and the language of instruction of each Party are set out in the Schedule. Students participating in the Programme remain enrolled students of the Home University. The UoE will enrol participating students as visiting students and Hokkaido University will enrol participating students as special research students

### **4 Financial Arrangements**

- 4.1 Tuition fees are not charged by the Host University to students participating in the Programme. Each student will pay tuition fees to the Home University and be exempt from payment of tuition fees to the Host University. Participating students are responsible for meeting any other costs associated with the Programme including accommodation, insurance, subsistence, travel, books and materials.

### **5 Student matters**

- 5.1 Each Party will make available to students on the Programme access to student facilities and services available to its other students. If housing cannot be guaranteed to students on the Programme, the Host University will provide reasonable assistance through its own student accommodation service to participating students.
- 5.2 Students will have individual responsibility for applying for and maintaining the correct immigration status and meeting visa requirements which may be appropriate to admission and continued participation on the Programme. If a Party is responsible for Student Visa sponsorship of a student under UK immigration licensing (or whatever immigration rules or scheme applies if either University is

not UK based) then both Parties shall put in place student attendance and engagement arrangements to enable the obligated Party to fulfil its obligations under its Student Visa licence (or such other obligations as may be applicable in its country of jurisdiction) and, in addition, the other Party shall provide the obligated Party with such information it may request to fulfil said obligations.

- 5.3 Students will be required to adhere to the relevant regulations, rules, policies and procedures of the Host University while at the Host University.
- 5.4 Students shall be required to notify the Home University of withdrawal from the Programme or of any changes in the details supplied by them at registration. The Home University shall be responsible for reporting all such changes to the Host University and, where appropriate, to external agencies. The Host University shall report to the Home University any such changes that are reported directly to it.
- 5.5 Students will be subject to the disciplinary codes of the appropriate Party such that if an alleged offence is committed by a student within the precincts of one Party, the code of conduct and/or discipline of that Party will normally apply. When the site of the alleged offence is elsewhere than within the precincts of one of the Parties, the Home University's code will apply. There will be consultation between both Parties to ensure a consistent approach to discipline offences.
- 5.6 A student who wishes to complain about any general aspect of the Programme or his or her participation in it will invoke the complaints procedure of the Home University.
- 5.7 A student who wishes to complain about any specific service or facility provided by one of the Parties, or about a student or member of staff from one of the Parties, will invoke the complaints procedure of that Party.
- 5.8 There will be consultation between both Parties to ensure a consistent approach to complaints.
- 5.9 Students will be required to possess appropriate medical insurance (including repatriation) and the Host University will not assume any financial obligations for any health, dental or medical treatment.

## **6 Academic Matters**

- 6.1 Examinations and assessment procedures and conditions of the Party responsible for any specific part of the Programme shall be applied to that part of the Programme.
- 6.2 The academic appeals procedure of the Home and Host University will apply to appeals against decisions relating to students attending there.
- 6.3 Students who have received joint supervision and satisfied the requirements for completion in their Home University shall be awarded a diploma by their Home University.
- 6.4 The Home University will be responsible for the production of a degree parchment on graduation from the Programme. Where Hokkaido University is the Home University, the degree will contain a

statement indicating the nature of the joint supervision for the completion of the doctoral programme. Where the University of Edinburgh is the Home University, the parchment will not indicate the nature of the joint supervision but will be supplemented by documentation outlined in the Schedule to indicate the joint supervision for the doctoral programme.

## **7 Quality Assurance**

- 7.1 Each Party shall ensure that the part of the Programme it delivers satisfies the requirements of any academic quality assurance regime and/or the requirements of any regulatory, professional or funding body to which each Party is subject. In order to ensure this happens each Party will disclose to the other such quality assurance regime and requirements with which it complies together with any changes from time to time.
- 7.2 Each Party shall be entitled to monitor the other Party's fulfilment of clause 7.1 and each Party will provide the other with all reasonable assistance and information to allow such monitoring to take place; such reasonable assistance will include participating in any academic review of the Programme as may be required.
- 7.3 Each Party will comply with any additional specific quality assurance requirements set out in the Schedule.

## **8 Marketing, Publicity and Branding**

- 8.1 Recruitment activity, marketing and publicity for the Programme may be undertaken by each Party but each Party will ensure that any marketing and/or publicity is accurate and not misleading. Each Party may use the branding or logo of the other Party in recruitment, marketing and publicity materials related to the Programme but will not otherwise use the branding or logo of the other Party without that other Party's prior written consent.

## **9 Intellectual Property**

- 9.1 For the purposes of this clause 9:
- 9.1.1 **"Background Intellectual Property"** means all Intellectual Property, information, data, software and materials belonging to a Party that are provided by that Party to the other for use in the Programme (whether before or after the date of this agreement), but not Intellectual Property in the Foreground Intellectual Property;
- 9.1.2 **"Foreground Intellectual Property"** means all Intellectual Property, information, data, software and materials identified, created or first reduced to practice or writing in the course of the Programme;
- 9.1.3 **"Intellectual Property"** means all patents and other rights in inventions, whether or not those inventions are patented or patentable; rights in confidential know-how; design rights and other rights in designs; copyrights; database rights; registered and

unregistered trademarks; and all other intellectual property rights, in each case whether registered or unregistered, and including applications for the grant of any such rights and rights of renewal in respect of any such rights; and all other forms of protection having similar or equivalent effect in any part of the world.

- 9.2 Any Background Intellectual Property shall remain the sole and exclusive property of the Party to whom that Background Intellectual Property belonged prior to the commencement of this agreement. Each Party grants to the other a non-exclusive, non-transferable licence to use that Party's Background Intellectual Property to the extent necessary to fulfil the other Party's obligations under this agreement.
- 9.3 Any Foreground Intellectual Property shall be, subject to written agreement to the contrary by the Parties, the sole and exclusive property of the Party creating or developing it (or whose employee created or developed it). Each of the Parties grants to the other Party a non-exclusive, non-transferable licence to use that Party's Foreground Intellectual Property to the extent necessary to fulfil the other Party's obligations under this agreement.
- 9.4 Unless stated otherwise in the Schedule, any Intellectual Property developed by a student will be owned by the student.

## **10 Regulatory and Governance Matters**

- 10.1 Each Party is subject to certain laws, regulation, and governance requirements. Accordingly, each Party agrees that:
- 10.1.1 it will not treat any person or group of people less favourably than another on the grounds of race, colour, religion or philosophical belief, ethnicity, sex, age, disability, nationality, marital status or sexual orientation;
- 10.1.2 it will comply with all applicable laws and regulation relating to anti-bribery and anti-corruption including the Bribery Act 2010 of the United Kingdom and the anti-corruption policy of the other Party (if notified to it) and each will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity or practice had been carried out in the United Kingdom;
- 10.1.3 it will maintain those policies of insurance covering negligent acts and omissions with appropriate limits of indemnity as set out in the Schedule;
- 10.1.4 it will keep confidential information of the other Party which is confidential information and not disclose that to any third party or make use of it except to fulfil its obligations under this agreement. This clause shall not apply to information which enters the public domain through no fault of the Party disclosing that information or if the disclosing Party is required by law to disclose or where such disclosure is expressly contemplated by this agreement;

- 10.1.5 it will comply with (to the extent applicable to it) all applicable data protection laws in connection with its obligations under this agreement including the Data Protection Act 1998 of the United Kingdom. In particular, the Host University is responsible for obtaining the consent from students on a Programme to the processing of their personal data by or on behalf of each Party for the purposes of administering and delivering the Programme, monitoring and evaluating the Programme and feedback on student performance and any immigration licence requirements. Such consents shall include consent to the transfer of personal data for these purposes outside the European Union where a Party is located outside the European Union. The intention is that each Party is a data controller, however, if one Party is processing any personal data on behalf of the other Party, it shall (i) take appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of such information and to prevent accidental or unlawful loss, alteration or destruction of, or damage or access to such information; and (ii) comply with the reasonable instructions of the relevant other Party in relation to that data; and (iii) not transfer any such information out of the European Economic Area unless appropriate consent from the student has been obtained;
- 10.1.6 where a Party is subject to the Freedom of Information (Scotland) Act 2002 (or equivalent legislation) it may be required to disclose information relating to this agreement following a request from the public and that Party will not require the consent of the other Party to do so as it is required by law to adhere to that legislation notwithstanding clause 10.1.4;
- 10.1.7 each Party will comply with any health and safety legislation to which it is subject;
- 10.1.8 it will not take any action or omit to take any action which could, in the reasonable opinion of the other Party, affect the good reputation of the other Party because of the association between the Parties;
- 10.1.9 each Party (an "indemnifying party") shall indemnify the other Party (an "indemnified party") against any and all expenses, liabilities, losses, claims, damages and proceedings (excluding any indirect or consequential loss or loss of profit) suffered by the indemnified party and arising as a result of a breach of this agreement by the indemnifying party or from complaints from students in respect of the Programme where the indemnifying party is responsible in relation to such complaint or any other negligent act or omission of the indemnifying Party in relation to the Programme or this agreement.

## **11 Term and Termination**

- 11.1 This agreement takes effect on the Commencement Date and shall continue until expiry of the time period set out in the Schedule unless terminated earlier in accordance with clause 11.2.
- 11.2 This agreement may be terminated:

- 11.2.1 on either party giving the other party 6 months' prior written notice; or
  - 11.2.2 on written notice by one of the Parties if the other Party has committed a breach of this agreement and if the breach is capable of remedy, that breach is not remedied within 30 days of receipt of notice from the non-defaulting Party notifying the breach and requiring its remedy; or
  - 11.2.3 on written notice by one of the Parties if the other Party has committed a material breach of this agreement and such breach is not capable of remedy (and a breach of clause 10.1.8 may be treated as such a breach for the purposes of this clause)
- 11.3 If this agreement is terminated or expires then each Party undertakes to put in place arrangements to ensure that each student at that time participating in the Programme is able to complete and be assessed for participating in the Programme and the provisions of this agreement will continue in force to the extent necessary to give effect to that undertaking.
- 11.4 Notwithstanding termination or expiry of this agreement then clauses 10.1.4, 10.1.9 and 11.3 of this agreement will continue in force.

## **12 Dispute Resolution**

- 12.1 If a dispute arises between the Parties in connection with this agreement or any matter relating to it then:
- 12.1.1 either Party may give the other written notice of the dispute setting out particulars of the dispute. Following service of such notice the Exchange co-ordinators will attempt in good faith to resolve the dispute;
  - 12.1.2 if the Exchange co-ordinators are unable to resolve the dispute within 30 days of service of the notice, the dispute will be referred to the Head of School (or equivalent) with responsibility for the Programme in each Party who will attempt to resolve it; and
  - 12.1.3 if such persons are unable to resolve the dispute within 30 days of it being referred to them, either Party make take such steps as it considers appropriate to resolve and deal with the dispute.

## **13 General**

- 13.1 This agreement contains all the terms of the agreement between the Parties relating to the matters covered by it and supersedes any other agreement, representation or understanding between the Parties on the subject matter.
- 13.2 Changes or additions to this agreement will only be valid if they are in writing and signed by a representative of each Party who has authority to agree contractual changes.



- 13.3 Neither Party may assign, sub-contract or transfer this agreement or any of its rights or obligations under it (in whole or in part) without the prior written consent of the other Party.
- 13.4 This agreement does not create a partnership or joint venture between the Parties and except as expressly provided in this agreement neither Party will enter into or have authority to enter into any engagement or make any representations or warranties on the other Party's behalf nor will they seek to otherwise bind or oblige the other Party in any way.
- 13.5 Any notice required to be given under this agreement shall be served on the recipient party by recorded delivery (where both Parties have their principal office in the United Kingdom) or by international courier (where one of the Parties has its principal office outside the United Kingdom) addressed to the other Party at the address given in this agreement and marked for the attention of the Director of Legal Services or the equivalent post holder with such responsibility.
- 13.6 If any provisions of this agreement should be found not to be valid, lawful or enforceable by a court having proper authority or if the law changes so that it becomes invalid, unlawful or not enforceable to any extent then this clause will apply. The provision (or part affected) will be treated as having been deleted from the remaining terms of this agreement which will continue to be valid. In addition, the Parties will use reasonable efforts to replace the deleted provision with a valid replacement provision which is as close as possible to the one that has been deleted.
- 13.7 If either Party delays or fails to exercise its rights under this agreement on the occurrence of any event it does not prevent that Party from exercising those rights at any time afterwards in relation to that or another event. In addition, if a Party waives its right on one occasion this does not mean that the Party has lost (or waived) these rights on a later occasion.
- 13.8 This agreement is written in English and the English language will be the language used to determine interpretation. Any notice given under this agreement will only be effective if written in English.

Where a dispute is raised by Hokkaido University, it shall be governed by the laws of Scotland and shall be subject to the jurisdiction of the Scottish courts. Where a dispute is raised by the University of Edinburgh, it shall be governed by the laws of Japan and shall be subject to the jurisdiction of the courts of Japan.

**IN WITNESS WHEREOF THIS AGREEMENT IS SIGNED AS FOLLOWS:**

Signed for and on behalf of the University Court of the University of Edinburgh

DocuSigned by:  
by Professor James Smith  
12181252A1CF464...

Authorised signatory

Professor James Smith, Vice-Principal International

before this witness

DocuSigned by:  
Eilidh MacDonald ..... Witness  
E33C74099CA045A...

Eilidh MacDonald.....Name printed

33 Buccleuch Place.....Address

Edinburgh, UK.....

Signed for and on behalf of The Graduate School of Veterinary Medicine, Hokkaido University

by 石塚 真由美 .....

Authorised signatory

Professor ISHIZUKA Mayumi, Dean, Graduate School of Veterinary Medicine

At Hokkaido, Japan

Date 14, Dec., 2021 .....

before this witness

坪田 敏男 ..... Witness

Professor TSUBOTA Toshio.....Name printed

Kita 18 Jo Nishi 9 Chome, Kita-ku, Sapporo .....Address

Hokkaido, JAPAN.....

## SCHEDULE

Clause Number	Required Detail	Insert correct detail or, if not applicable, insert "N/A"
<b>Definitions</b>		
1.1	Commencement Date	
<b>Student Exchange Programme</b>		
2	Level of participants and mode of study	Postgraduate research
	Exchange Period	The total recommended exchange period will be one year. This can be cumulative, but students should receive research supervision at their home university for at least half of the standard duration of study which is set by the university.
	Schools/colleges participating	<p><b>For the University of Edinburgh:</b></p> <p>The Royal (Dick) School of Veterinary Studies and the Roslin Institute, College of Medicine and Veterinary Medicine</p> <p><b>For Hokkaido University</b></p> <p>Graduate School of Veterinary Medicine</p>
	Number of credits taken per semester/year	N/A
	The nature of the exchange courses	Students on a cotutelle shall receive joint supervision for doctoral students based on an inter-university exchange agreement or a departmental exchange agreement.

	areas (if any).	
	<b>Anticipated number of students each year</b>	Each party shall send up to the equivalent of 5 students studying for a full academic year each. This number may be increased for a specified year with prior and mutual approval of both universities.
	<b>Number of students in first year of the Programme</b>	Each party shall send up to the equivalent of 5 students studying for a full academic year each.
<b>6.3</b>	<b>Academic thesis review</b>	Academic thesis review shall be implemented in accordance with the regulations of each university. Research supervisors from both universities shall cooperate to review theses. In principle, examiners' travel and other expenses shall be borne by the students' Home University. A TV conference system and other similar systems may be used in academic thesis review as needed.
<b>6.4</b>	<b>Statement in degree parchment</b>	<p>The following statement will be appended to a degree parchment for cotutelle students who have satisfied the requirements for completion in their Home University:</p> <p>Hokkaido University: the diploma shall include the words: "... under a cotutelle agreement with the University of Edinburgh"</p> <p>University of Edinburgh: N/A</p>
	<b>Exchange Co-ordinators – The University of Edinburgh</b>	<p>Eilidh MacDonald International Programmes Manager (Exchange Agreement contact)</p> <p>Study and Work Away Service Edinburgh Global, The University of Edinburgh 33 Buccleuch Place, Edinburgh, EH8 9JS, UK</p> <p>Email: exchange.agreements@ed.ac.uk Phone: +44 (0)131 651 1927</p> <p>Dr Neil Anderson Senior Lecturer (Veterinary Studies contact)</p> <p>The Royal (Dick) School of Veterinary Studies and The Roslin Institute Easter Bush Campus Midlothian EH25 9RG</p>

	<b>Hokkaido University</b>	Faculty of Veterinary Medicine, Hokkaido University Kita 18 Jo Nishi 9 Chome, Kita-ku, Sapporo, Hokkaido 060-0818 Japan
<b>Recruitment, admission and enrolment</b>		
<b>3.1 and 3.3</b>	<b>Admission Requirements</b>	<p>Entry requirements for the University of Edinburgh: the School of Veterinary Medicine will confirm this at the time of applying.</p> <p>Entry requirements for School of Veterinary Medicine, Hokkaido University are as follows:</p> <p>High motivation of the Program participation, high score of class evaluation and high level of English speaking and writing are required.</p>
<b>3.2</b>	<b>English language requirements</b>	At the University of Edinburgh for postgraduate students, each School within the University has slightly different academic and English language entry requirements for visiting students. Students will be advised of the relevant entry criteria for their School at the time of application.
<b>3.2</b>	<b>Other language requirements</b>	N/A
<b>Quality Assurance</b>		
<b>7.3</b>	<b>Additional quality assurance requirements that are applicable</b>	N/A
<b>Intellectual Property</b>		
<b>9</b>	<b>If student IPR in material is not to be owned by student insert agreement here</b>	N/A
<b>Regulatory and Governance Matters</b>		
<b>10</b>	<b>Policies of insurance to be maintained</b>	<p>Employers' Liability or equivalent cover in country of jurisdiction with a cover of £5m</p> <p>Public Liability or equivalent cover in country of jurisdiction with a cover of £10m</p>

Term and Termination		
11	Term of Agreement –insert end date	This agreement shall be valid from the date of the final signature for a period of five years.