

Contractual Agreement

Between

The Prince of Songkla University

(PSU)

And

The Victoria University of Manchester

(VUM)

Dated:

1.0 Definitions

In this Agreement (unless the context otherwise requires):-

“Academic Year”: A period of 12 months running from one of VUM’s designated dates for commencement of postgraduate registration.

“The Student”: A demonstrator/lecturer at PSU.

“Supervisors”: Full time members of staff at PSU and VUM who will monitor students’ progress on the course with reference to Article 2.16.

“Programme of Study”: Requirements necessary for the Ph.D training as set out in the VUM Code of Practice and agreed between VUM and PSU.

“Study Requirements”: Duties, needs and responsibilities which the programme of study entails and specifies in this agreement.

“Intellectual Property”: Any intellectual property belonging to VUM, but not limited to, copyright in forms, course materials, marketing materials and unregistered trade and service marks made available by VUM to PSU in connection with the provision or promotion of the course.

“The Course”: a Ph.D degree or training from VUM, within the range of disciplines provided by VUM, and selected on an individual student by student basis by agreement between VUM and PSU.

1.1 The first contacts in respect of the day to day running of the programme of study shall be:

On behalf of VUM

Head of the Research and Graduate Support Unit
Registrar and Secretary’s Department
Oxford Road
Manchester, M139PL, United Kingdom

On behalf of PSU

Director of VUM and PSU Programme
President's Office
Prince of Songkla University
Haadyai, Songkla 90112, Thailand

- 1.2 The Appendix and recitals to this Agreement shall be deemed to form part of this Agreement.
- 1.3 Words imparting the singular include the plural and vice versa and words imparting a gender include every gender.
- 2.0 *The Articles***
- 2.1 Provision of this course shall apply to demonstrators/lecturers at PSU to obtain a Ph.D. degree from within the range of disciplines provided by VUM.
- 2.2 Upon successful completion of the programme of study, as agreed between PSU and VUM, including the defence of the thesis, the candidate will be awarded the degree of Ph.D. of VUM.
- 2.3 PSU is responsible for funding the requirements of the student's research project at PSU and for providing the needed equipment, materials, periodicals and access to necessary communication with VUM via access to the internet and e-mail.
- 2.4 It is a condition precedent that VUM must be satisfied that the facilities and resources available to students and local supervisors are adequate to meet the specific needs associated with the students' agreed research topics. In this connection, the teaching commitments at PSU undertaken by students registered on the course should not exceed six hours per week.
- 2.5 VUM will accept students of PSU into the programme upon official recommendation, accompanied by the students' credentials, subject to the approval of VUM.
- 2.6 In each year of the Agreement the total number of students that shall be accepted across the pathways set out in Article 2.13 shall be not fewer than 5 per annual cohort, subject to Article 2.5.
- 2.7 The Universities will use all reasonable endeavours to agree the research area of study with regard to the availability of this area at VUM and a final decision will be at the sole discretion of VUM, to be varied from time to time.
- 2.8 The Universities will use all reasonable endeavours to agree a full time member of academic staff who will supervise the student on the agreed research topic, at the sole discretion of VUM, to be varied from time to time.
- 2.9 PSU will nominate a local supervisor from its academic staff according to the topic of research and supply a copy of the nominee's credentials for evaluation by VUM. VUM has the right not to accept that, or any subsequently nominated supervisor from PSU, such approval not to be unreasonably withheld.
- 2.10 VUM has the unequivocal right to withdraw approval of a specified supervisor, should that individual breach any of the conditions contained in this Agreement, or the spirit in which this Agreement is conceived. PSU then has the right to nominate an alternative supervisor, subject to Article 2.9 above.
- 2.11 The local supervisor will attend a supervisors' Training Programme organised by VUM and delivered at PSU, all expenses relating to this to be determined by reference to Article 3.1.

2.12 PSU must provide information about the procedures by which students may make representation to an identified postgraduate tutor at PSU or to the Programme 'contact' person at VUM if it is felt that the work is not proceeding satisfactorily for reasons outside their control. The procedures should allow for the possibility to change the PSU supervisor. It is necessary that the procedures should operate expeditiously to avoid loss of time.

2.13 Training pathways leading to the award of PhD:

- (i) For appropriately qualified students a minimum 3 year period of full-time study leading to the award of a Ph.D. of VUM.
- (ii) For holders of a Masters degree recognised by VUM, a programme of study leading to the award of Ph.D. normally over a period of 4 years may be undertaken on a split-site basis under one of the Frameworks set out below.
- (iii) For suitable candidates ("suitable" will be decided at the sole discretion of VUM), who do not hold a Masters degree recognised by VUM, a programme of study leading to the award of Ph.D. may be undertaken over a minimum period of 4 years. The first year of this Programme will consist of full-time study on a taught Masters programme and research appropriate to the student's proposed field of Ph.D. research. A further minimum period of 3 years research work on a split-site basis will lead to the submission of a Ph.D. thesis under one of the Frameworks set out below.

Frameworks

For all frameworks, the minimum requirement is for the first six months and last three months (up to submission of the thesis) of the prescribed period to be spent in Manchester. This ensures that the research project is carefully designed at the start of the course and that the thesis, in its latter stages, makes full use of the University facilities and the direction of the University supervisor and that the oral examination can take place conveniently.

Laboratory-Based Study Framework

The first year of study shall be spent at VUM to ensure exposure/satisfaction of standards in Laboratory work and research training. Students must have adequate ability in English language. Where additional English language training is required this will also be undertaken during this initial period. The second and third years will normally be spent at PSU (although this may not be the case if specialist equipment required for research is only available at VUM). This will be followed by a further period of up to 12 months back at Manchester in order to complete the studies data analysis and submit the dissertation. However, only in the first 6 months of this period will the student be required to register on a full-time basis. The second period of 6 months, if necessary, will constitute a 'writing up phase'. The notional pattern will therefore be $1+2+\frac{1}{2}+\frac{1}{2}$ years though there will undoubtedly be variations to this pattern dependent upon the specific nature and scope of the research being undertaken. (see relevant reference in the *Operational Guide*)

Non Laboratory-Based Study Framework

A minimum of six months at the start of the first year shall be spent at VUM. The second and third years will normally be spent at PSU. This will be followed by a further period of up to 12 months at VUM in order to complete the studies, data analysis and submit the dissertation. However, only in the first 6 months of this period will the students be required to register on a full-time basis. The second period of 6 months, if necessary, will constitute a 'writing-up phase'. The notional pattern will therefore be $\frac{1}{2} + 2 + \frac{1}{2} + \frac{1}{2}$ years, though there will undoubtedly be variations to this pattern dependent upon the specific nature and scope of the research being undertaken..

• *Clinical Framework*

VUM has a framework for clinical split site PhDs which is not detailed in this agreement.

- 2.14 The supervisor appointed by VUM will make regular visits, as appropriate, in order to consult with the student and the local PSU supervisor on all matters relating to the successful progress of the programme of study. More frequent visits or visits of longer duration may be made upon recommendation by both supervisors in conjunction with the student's request. Approval of the frequency and length of visits must be obtained from VUM. This will minimally involve one supervisory visit by the VUM supervisor to PSU during the period of student work at PSU. All costs in relation to the visit will be determined by reference to Article 3.
- 2.15 The student's performance will be assessed on:
- (a) written evaluation by both academic supervisors at six month intervals;
 - (b) at the end of each academic year the student will give an oral presentation reflecting what has been performed during that year in the presence of peer students and both academic supervisors and in the frame of a departmental meeting.
- 2.16 The supervisors appointed by the Universities shall have the following responsibilities:
- I. Giving guidance about the nature of research and the standard expected, the planning of the research programme, literature and sources, attendance at taught classes where appropriate, ensuring that all research materials and equipment are available as necessary and advice about requisite techniques (including arranging for instruction where necessary);
 - II. Maintaining contact through regular meetings (the frequency of meetings being appropriate to the research being undertaken and agreed in advance). In the case of VUM, this contact is not necessarily to be face to face but may be by e-mail. The outcome of all such meetings shall be recorded;
 - III. Being accessible to the student at other appropriate times for advice and responding to difficulties raised by the student. In the case of VUM, this contact is not necessarily to be face to face but may be by e-mail;
 - IV. Giving detailed advice on the necessary completion dates of successive stages of the work so that the thesis may be submitted within the agreed timescale;
 - V. Requesting written work or reports as appropriate and returning written material with constructive criticism and in reasonable time;
 - VI. Ensuring that the student is adequately prepared for oral examination by arranging for the student to present their work to staff at graduate seminars.
 - VII. Ensuring that the student is made aware when progress is not satisfactory and facilitating improvement with advice and guidance;
 - VIII. Establishing at an early stage the supervisor's responsibilities in relation to the student's written work, including the nature of the guidance and comments to be offered as the work proceeds and on the draft of the thesis before it is submitted. It must be made clear to the student that research for a higher degree is undertaken within the general principle that a thesis must be the student's own work;
 - IX. Ensuring that at the end of each year of the course the student produces a research report to which the supervisor should add comments on progress. The supervisor's comments on

progress should be signed by the student to confirm that they have been seen before the annotated report is submitted by the supervisor to the appropriate Graduate School Committee in accordance with VUM procedures, as may vary from time to time;

- X. Making students aware of other researchers and research work in PSU and VUM.
- XI. Encouraging the student to publish the research;
- XII. Providing pastoral support and advising students, where appropriate, of support services within PSU and VUM.
- XIII. Bringing to the attention of the students the health and safety regulations and academic rules, regulations and codes of practice of the Universities, as may vary from time to time.

2.17 The enrolled student will have the following responsibilities:-

- I. Pursuing the programme with a positive commitment, taking full advantage of the resources and facilities offered by the academic environment and, in particular, contact with the supervisors, other staff and research students;
- II. Discussing with the supervisors the type of guidance and comment believed to be most helpful, and agreeing a schedule of meetings;
- III. Ensuring that they are aware of the health and safety regulations of PSU and VUM and academic rules and regulations and codes of practice of VUM.
- IV. Successfully completing any training programme arranged within the prescribed time period;
- V. Taking the initiative in raising problems or difficulties, however elementary they may seem, bearing in mind that prompt discussion and resolution of problems can prevent difficulties and disagreements at a later stage;
- VI. Maintaining the progress of the work in accordance with the stages agreed with each supervisor, including in particular the presentation of written material as required, in sufficient time to allow for comments and discussion before proceeding to the next stage;
- VII. Providing at the end of each year a report on progress to the supervisors for submission to the appropriate Graduate School Committee in accordance with the procedures of VUM as may vary from time to time. The report at the end of the first year of Ph.D. study will normally be a substantial piece of work in accordance with the procedures of VUM as may vary from time to time.
- VIII. Agreeing with the supervisors the amount of time to be devoted to the research and the timing and duration of holiday periods;
- IX. Deciding when to submit the thesis. The student should take due account of both supervisors' opinions. The student must ensure that appropriate notice of intent to submit a thesis is given, in accordance with the procedures of VUM as may vary from time to time.
- X. Checking the completeness and accuracy of the text of the thesis submitted; failure to check the thesis carefully may result in the thesis being failed or cause a delay in the award of a degree.

2.18 Upon completion of the programme of study, the student will present the results in the form of a thesis, which must be written in the standard format established by VUM. The student must orally

• defend the thesis in English. The official Examining Board, constituted in accordance with the regulations of VUM will consist of the following:

1. An external examiner who is expert in the field of study and is not currently nor within the last four years, a member of staff of either VUM or PSU. The Universities will use all reasonable endeavours to agree the external examiner, but a final decision will be at the sole discretion of VUM.
2. An internal examiner, exclusively chosen by VUM, will act as Chairperson of the Examining Board and, on receipt of the completed thesis, will be responsible for making the appropriate examination arrangements and ensuring that the examination is conducted in accordance with VUM's regulations and in reasonable time.
3. As far is reasonably practicable, the two assigned supervisors will be invited by the Chairperson of the Examining Board to attend the viva.
4. As far is reasonably practicable, the head of the appropriate department at PSU will attend the viva as an observer.

The thesis must be written in English.

3.0 *Financial Arrangements*

1. **Supervisors' Costs**

- 1.1 PSU shall be responsible for the cost of mounting a Local Supervisors Training Programme (Article 2.12) devised by VUM and delivered in PSU. PSU shall also meet the actual (accommodation etc.) costs and travelling expenses of the Training Programme Providers from their respective premises to those of PSU and otherwise in connection with the performance of the Training Programme. (See relevant reference in the *Operational Guide*).

2. **Student Tuition Fees**

- 2.1 For students pursuing a programme of study on a full time basis under pathway (i) of Article 2.13 VUM's standard tuition fee rates shall apply.

For the Academic session 2001/2002, these will be:

Arts Courses (those courses which do not involve significant laboratory or workshop or studio-based activities)	£7,450
Science Courses (laboratory and studio-based courses)	£9,700

(Note: The standard fees quoted above are subject to an annual review).

- 2.2 For students pursuing a programme of study under pathway (ii) of Article 2.13, fees of £3000 per annum for all courses shall apply pro-rata for the period of study at PSU. (See relevant reference to the *Operational Guide*).

For the period of study which require residential study at VUM, fees shall be charged pro-rata on the basis of the VUM's standard tuition fees.

- 2.3 For students pursuing a programme of study under pathway (iii) of Article 2.13, the level of fees that shall apply in the initial year of full time study at Masters level in Manchester shall be the University's standard tuition fees, as set out above. The level of fees applicable in the remaining years of the programme shall be those set out in 2 above.

3. **Bench Fees**

In cases where, during a student's period of study at VUM, the cost of laboratory consumables and reagents, laboratory animals and access to equipment with high maintenance-costs essential for the satisfactory development of a student's PhD research cannot be subsumed within the appropriate standard tuition fee, VUM will require the additional payment of a special *bench-fee* to cover such extra costs. This fee shall be notified to PSU in a properly itemised format prior to the student's acceptance on the programme. (See relevant reference in the *Operational Guide*).

4.0 Duration

The Agreement shall commence on the date hereof and continue for a period of five years, subject to a detailed review after three year's experience. The working arrangements of the Programme shall be reviewed annually. This Agreement is subject to extension upon such terms and conditions as may be negotiated only following a full critical review of the arrangements between the parties in connection with the Agreement having first been carried out.

5.0 Termination

In the event that any one or more of the conditions in Articles 2.2, 2.3, 2.10, 2.11, 2.15, 2.17, 3.1, 6.0, 7.0, 8.0, 9.0, 10.0 and 11.0 remains unsatisfied the innocent party may serve notice on the other to rectify the fault. If that rectification is not forthcoming within 30 days, the innocent party shall be entitled immediately to terminate this Agreement and the parties hereto shall cease to be bound by its terms, save that in the event that this Agreement shall thereby cease to be of effect any sums already paid or payable to VUM shall be retained by or paid to VUM (as the case may be) on a pro rata basis for any services that may have been rendered prior to the termination date or in respect of obligations to which VUM shall already have been committed.

This Agreement is terminable by either party giving 6 months' notice to the other.

Notwithstanding that this Agreement comes to an end solely by reason of effluxion of time, the parties agree that the provisions of this Agreement shall continue to subsist for so long as may be necessary to give effect to the same in so far as the same relate whether directly or indirectly to any Students studying on the Course on the date this Agreement comes to an end as aforesaid for so long as may be required for such Students to complete the Course, including provision for the retrieval of failure and in such event PSU shall continue to pay the student fee together with such other amount as VUM may certify is the amount of its costs and expenses incurred in connection therewith and with regard to the number of students concerned until all such students complete the course.

6.0 Goodwill

PSU agrees that it will:

- (a) not do anything which brings the reputation of VUM into disrepute or which is calculated or reasonably likely to bring the reputation of VUM into disrepute;
- (b) not assign or purport to assign any of its rights under this Agreement nor sub-contract to any third party of the provision of the course.

7.0 Provision of Records and Information

PSU will keep the following records and information:

- (a) a register of the attendance of students at PSU who take part in a course;

- (b) any other records as VUM may from time to time reasonably require PSU to keep, such requirements to be notified by VUM to PSU in writing.

8.0 Use of Corporate Signature and/or Logo

PSU and VUM are free to make reference to the arrangements set out in this Agreement in publishing details of courses and programmes of study, but such references must be approved by VUM, and copies provided, with English translation. Any use of VUM's corporate signature and/or Logo by PSU must be approved by the Registrar and Secretary of VUM. Any material or copy must be agreed in writing by VUM in advance of publication. The nominated official for this purpose is the Registrar and Secretary of VUM.

9.0 Intellectual Property and Trade Marks

PSU agrees not to infringe any intellectual property VUM makes available to it pursuant to this Agreement.

In order to obtain the necessary authority to use the Trade Marks, PSU undertakes that it will enter into a formal trade mark licence or other necessary agreements if it is asked to do so by VUM.

PSU confirms that any good will arising out of the use of the intellectual property by it belongs to VUM.

PSU will not use the intellectual property or anything confusingly similar to any part of it for anything other than the course and the degree.

The first party will not make any application to register any trade or service mark in its own or any other name for use in connection with the provision of the course or the degree.

Nothing in this Agreement constitutes any warranty or assurance as to the validity or subsistence of any of the intellectual property.

10.0 Confidentiality

The parties shall treat as confidential all the confidential information and shall not without the prior written consent of the other party;

- (a) exploit any part of the confidential information save as is reasonably necessary to enable it to provide the course; or
- (b) disclose (save as requested by a court of law) any part of the confidential information other than to its employees who need to know the confidential information for the purpose of providing the course provided that:
 - (i) such person is made aware prior to disclosure of the proprietary and confidential nature of the confidential information; and
 - (ii) such person owes an express duty of confidence to the parties. The parties agree not to publicise any information about the Agreement whatsoever without first obtaining the written permission of the other party.

The provisions of clauses 6.0, 7.0, 8.0, 9.0, 10.0 and 11.0 shall survive any termination of this Agreement.

11.0 Insurance

PSU shall ensure at all times during the life of this Agreement that it is insured upon such terms and in such amount as VUM may from time to time deem to be adequate with regard to the matters contemplated hereby, and shall furnish details of such insurance to VUM if that party so requests.

12.0 Indemnity

PSU hereby undertakes to indemnify and keep indemnified VUM and against all or any expenses claims costs and demands made upon VUM as a result of:

- (a) any damage caused or loss or injury suffered by any person during the provision of the course on the campus of PSU.
- (b) any loss or damage suffered by any person as a result of a failure by PSU to carry out its obligations hereunder in the manner and at the times specified herein or as a result of PSU carrying out such obligations in a negligent manner and whether or not such negligence is as a result of the failure of PSU, the supervisors or otherwise howsoever.

13.0 Force Majeure

PSU and VUM shall be entitled to delay, alter or cancel the performance of its obligations pursuant to this Agreement if and to the extent that it is prevented from or hindered in or delayed in performing its obligation by circumstances beyond its reasonable control including (but not limited to) strikes, lock-outs, accidents, illness of staff, war, civil disturbance and natural disasters.

14.0 Waiver

Failure or delay by either party to enforce its rights under this Agreement shall not constitute a waiver of those rights.

15.0 Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. (See relevant reference in the *Operational Guide*).

Nothing in this agreement is intended to create rights under the Contracts (Rights of Third Parties) Act 1999.

PSU and VUM submit to the exclusive jurisdiction of the Courts of England and Wales in respect of all matter arising out of or in connection with this Agreement and PSU hereby expressly and irrevocably waives its right to rely upon the jurisdiction of any other court which might otherwise be competent to determine the issues between the parties or to argue that the Courts of England and Wales are not the appropriate or convenient Courts to determine the issues or to rely upon any provision of the laws or procedural rules of any country which would or might if applied have the effect of denying jurisdiction to the Courts of England and Wales or of denying recognition or enforcement of any judgement of the Courts of England and Wales.

English is considered the formal language in this Contractual Agreement.

16.0 Notices

Any communication pertinent to this Contractual Agreement shall be sent by fax, registered air mail or courier to the Universities for immediate action at their addresses set forth below, unless the University in question has notified the other of a change of address:

The Prince of Songkla University
Haadyai
Songkla 90112
Thailand

The Victoria University of Manchester
Oxford Road
Manchester
M13 9PL
United Kingdom

Fax: 00 66 74 212 922
Telephone: 00 66 74 212 914

Fax: 00 44 161 275 2445
Telephone: 00 44 161 275 2227

witness whereof each of the parties hereto have authorised this Contractual Agreement to be signed on their behalf on the date written below.

Prince of Songkla University

The University of Manchester

Name: Professor Dr. Supachok Wiryacosol

Name: Professor Sir Martin Harris

Position: Vice-President for Research & International Relations

Position: Vice-Chancellor

Signature: *Supachok Wiryacosol*

Signature: *M. Harris*

Date: Friday, March 30th, 2001

APPENDIX

- Details of the University's *Teaching Standards Code of Practice* are available on the University's Web Site, <http://www.man.ac.uk/services/admin/aqa/html/index.html>.
- *University Examinations*, A guide to the organisation and conduct of the examination process, with information for examiners. This is also available on the University's web site <http://www.man.ac.uk/services/admin/aqa/html/index.html>.

Split-site PhD Programme between the Prince of Songkla University (PSU) and The Victoria University of Manchester (VUM)

OPERATIONAL GUIDE

Background

A formal Contractual Agreement defining the Split-Site Programme has been produced and refined through iterative discussion between representatives of the two institutions. This Agreement is drawn up in terms which reflect the legal requirements in the UK to secure the Quality Assurance of the University of Manchester PhD degree to be awarded. The Agreement has set out a framework within which the Programme will be delivered. This framework which regularly refers to normal or normally expected conditions/routes is also intended to accommodate variations which may be appropriate for specific study patterns of students. To ensure clear understanding by both institutions how the Agreement is expected to work in practice, the sections below describe and discuss the manner in which specific student and Programme Management related issues will be handled. This paper, which has been prepared as a result of further detailed discussion between PSU and VUM representatives, will be recognised, therefore, as an *Operational Guide* providing valuable practical qualification of the formal Agreement.

1. Student study pathways:

The precise pattern of study split between PSU and VUM will depend upon (a) the academic background and experience of the proposed student, and (b) the nature of the proposed PhD training project agreed between the PSU and VUM supervisors. Where the student already has considerable research experience and techniques related to the field proposed for PhD, an initial period at VUM of only 6 months might be appropriate. Where the student has limited previous experience in relation to the proposed PhD research topic and techniques then a longer initial period in VUM of 12 months would be appropriate. This will ensure adequate grounding in specialist knowledge and specific new research techniques.

The subsequent period spent in PSU for the prosecution of the major research work is expected to be 2 years. Again for individual student programmes it may be agreed between PSU and VUM supervisors that a shorter or longer period is appropriate, depending upon the nature of the research programme, facilities available at PSU and the anticipated rate of student progress.

All students will return to Manchester for the final stage of their PhD training. Again dependent upon the nature of the specific project work, this will include additional research work, data analysis and completion of literature review. The final stages will concentrate upon thesis writing, preparation for viva voce examination and drafting of research papers. It is anticipated that all students will minimally require 6 months' close supervision to complete their PhD training and research work at VUM. For many students a further period dedicated entirely to thesis writing and research paper preparation is likely.

The precise pattern of study and periods of stay at PSU and VUM will be defined between PSU and VUM supervisors and agreed by the appropriate VUM Graduate School and

Formal meetings of student and supervisor in each University should normally occur not less frequently, on average, than the frequency usually expected for that discipline. This typically would be a minimal frequency of once a month.

5. *Student Progress*

There should be detailed reviews of student progress at 3 months and 6 months from initial registration, with additional meetings being scheduled if necessary. Formal submission of a continuation report would normally occur between 10-12 months of first registration.

6. *Review of the Split-Site Programme*

It is appropriate that the working of the programme is reviewed annually, it represents a major new managerial challenge for both PSU and VUM. It is also appropriate that the terms and current conditions are subject to a detailed review after 3 year's experience to ensure that they continue to provide a suitable format acceptable to both PSU and VUM for the continuation of the programme.

7. *Legal Framework of Agreement*

The "Agreement" is drawn up in the context of the requirement that UK Universities provide a clear legal framework within which their degrees are awarded. Although this is a split-site PhD programme and VUM is pleased to be involved in a shared programme of this nature, ultimately the degree awarded is from VUM. Thus, in accordance with the requirements of the UK Quality Assurance Agency which oversees the delivery of UK degree awarded programmes, the legal framework used here for the Agreement is in common with that produced for collaborative programmes with other countries, where the final degree is awarded by VUM. Accordingly, the Agreement is written in terms of Jurisdiction under English Law. It is recognised that there may be additional requirements, which clearly reflect the needs of Thai Law and these should be identified.

8. *Split-Site PhD Programme between VUM and PSU*

The Programme is aimed initially at the development of PSU academic staff to enable them to become experienced as PhD supervisors and competent in running high standard PhD programmes. The initial PSU priorities for the subject areas for student training are: Biological Sciences; Engineering and Computer Science; Biomedical Sciences; Chemistry; and Pharmaceutical Sciences.

However, the programme also provides an opportunity for the development of staff from Universities and institutions which have links with PSU. These include the following:-

Thailand

Burapha University
ChiangMai University
KhonKhaen University
Taksin University
Walailak University

was more economically delivered by local PSU purchase and provision. This will include flights and local hotel accommodation and meals.

To reflect the positive attitude of VUM toward the spirit of this programme and to encourage its initiation, it is proposed for the initial 3 year period of the Agreement, that staff of PSU entering the programme will be charged £2,000pa (rather than £3,000pa) for the period of research training spent at PSU. The normal £3,000pa fee would remain in place for any non-PSU staff entering the programme.

According to the above, two examples of the fees to be charged are as follows (using the University's standard tuition fee for the academic session 2001/2002 and the charges relating to PSU staff):

Example A

6 months (VUM) £4850 + 2 years (PSU) £4000 + 6 months (VUM) £4850 + 6 months (VUM) further writing up £50 = **TOTAL £ 13,750**

Example B

12 months (VUM) £9700 + 1 ½ years (PSU) £3000 + 12 months (VUM) £9700 + 6 months (VUM) further writing up £50 = **TOTAL £22,450**

3. *Intellectual Property (IP)*

The standard position for all research students registered at VUM is that IP arising from research work will normally belong to VUM. There are of course exceptions to this standard position, which reflect the fact that background information for a specific project may be provided by non-VUM staff, from PSU staff or perhaps Thai industrial or other sponsors. Each case where the ownership of IP is of concern and variation from the standard position is appropriate, this will be addressed by the negotiation of a specific agreement for the specific research project/student training. This practice is already in place at VUM to accommodate UK industry sponsored PhD students. In all cases where any IP is generated it is the intention that exploitation, if possible, will be to the advantage of both PSU and VUM.

4. *Admission of Students and Appointment of Supervisors*

There are clearly stated VUM codes of practice in relation to the admission of students and appointment of supervisors to PhD programmes. These codes apply equally to full time residential programmes at VUM and the split-site programme. Accordingly, the VUM, through its Graduate School, reserves the right to ensure that the proposed student, the research project and both VUM and PSU supervisors are appropriate before allowing admission to the PhD programme. It is anticipated that normally the students and supervisors proposed by PSU will be perfectly acceptable. However, it is important for both PSU and VUM that these Quality and Standards checks are in place for this as for other PhD programmes.

Where potential PSU supervisors hold higher professional qualifications (e.g. Fellowship of a Royal College) but do not hold a research doctorate (e.g. PhD or MD of British Universities) they will normally be expected to supervise jointly with a PSU supervisor who holds a PhD for an initial period of not less than 3 years.

PSU Committee prior to each student commencing the Programme. When a student has acute personal/health problems such as may impair their ability to work, or shows evidence of under-performance, the supervisor should formally notify his counter part at the first available opportunity and agree a course of action with the appropriate PSU committee and VUM Graduate School.

According to the above, it is anticipated that study patterns may include the following extreme examples.

Example A

6 months (VUM) + 2 years (PSU) + 6 months (VUM)
+ 6 months (VUM) further writing up * *see note below*

Example B

12 months (VUM) + 1 ½ years (PSU) + 12 months (VUM)
+ 6 months (VUM) further writing up * *see note below*

** NOTE: Where students have not been able to complete their studies and submit a thesis by the end of the "normal" prescribed period, they will be required to register for a further 6 months at the VUM for further writing up.*

2. Fee Structure for the Programme

The fee structure has been designed with the understanding that initially the students entering the Programme will be staff of PSU. In the future, as other students enter the Programme it would be appropriate to consider other fee structures and this will be the focus for further discussion. The principle for the fee structure is that students while at VUM during the prescribed period of PhD training will be charged full overseas tuition fee on a pro-rata basis for the months present. Where an additional bench fee is appropriate as a contribution towards direct research costs, this will be charged again on a pro-rata basis for the time students are at VUM for the prescribed period of PhD training. These fees will be agreed upon for the specific student. Some research projects will have high costs and bench fees up to £5,000pa; others will be low with a bench fee of perhaps £1,000pa or less. While the student is working away from VUM at PSU the proposed fee to be charged is £3,000pa, (currently less than 30% of the full fee). This is to reflect the continuing supervisory input at a distance by a VUM supervisor, access electronically to the comprehensive library facilities at VUM, and the time for VUM supervisor to visit student(s) while working at PSU. This charge will be pro-rata for the period students are studying at PSU.

A major concession for this cohort of students is the allowance of students to register beyond the final 6 months at Manchester as "writing up" students, attracting a nominal fee of £50 for the 6 months. There is of course no bench fee for this "writing up" period.

The structure of the programme is designed with the aim of providing an economically attractive package without loss of quality or standard of PhD training. Part of the overall package, and adding to the value of the institutional link, is the exchange visits of supervisory staff. Rather than formally include a UK priced cost for staff travel and accommodation for VUM staff visiting students at PSU, early discussion agreed that this

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