

JOINT ACADEMIC PROGRAM AGREEMENT

BETWEEN

MANSOURA UNIVERSITY

AND

THE UNIVERSITY OF WESTERN ONTARIO

WHEREAS Mansoura University (hereinafter referred to as “Mansoura”), Mansoura City, Egypt and The University of Western Ontario (hereinafter referred to as “Western”), London, Ontario, Canada (collectively, the “Universities”), wish to enter into an agreement that will establish Dual-Doctoral Degree Programs (individually, a “Program” or collectively, the “Programs”) for doctoral students (individually, a “Student” or collectively, “Students”) in doctoral degree programs registered at the Faculty of Engineering at Mansoura and the Faculty of Engineering at Western, enabling students to pursue coordinated doctoral degree studies at both Universities which, if successful, shall result in students being awarded a doctoral degree at each University in accordance with the terms and conditions set out herein.

THEREFORE the Universities agree as follows:

1.0 ADMISSION AND GENERAL CONDITIONS

- 1.1 Students who wish to be considered for a specific Program must be admitted to the doctoral degree program at each University in accordance with each University’s admission regulations.
- 1.2 With the consent of the Student, each University shall provide to the other University such documentation as the other University may require verifying the admission of the Student to its doctoral degree program.
- 1.3 The details of a Program for a specific Student, including start and completion dates, details of the courses required, academic milestones including thesis defense, location of the thesis defense, and names of supervisors, as applicable, financial obligations and commitments, and language requirements must be agreed to in writing by each University before a Student will be accepted into the Program.
- 1.4 A completed *Student Program Form (“SPF Form”)* for each Student, a copy of which is attached as *Appendix 1* to this Agreement, must be submitted to each University and if approved it must be signed by the applicable authorities at each University as well as the designated supervisors, as applicable, and the Student. Any changes to the details of the Program as set out in the *SPF Form* must be approved by both Universities.
- 1.5 The specific start date of a Program shall be set out in the *SPF Form*.

- 1.6 The agreed termination date of a Program shall be set out in the *SPF Form*. In exceptional circumstances, the termination date may be extended for up to one year with the agreement of the relevant authorities at each University.
- 1.7 A Student will carry out scholarly work and complete courses at both Universities according to a schedule that is agreed upon by both Universities. The length of time that a Student must be at each University may vary depending on the Program, provided that the Student spends a minimum of twelve (12) months at each University. The agreed schedule will be set out in the *SPF Form* and may only be altered with the agreement of the relevant authorities at each University. These changes must be communicated to the administrators of the Program at each University.
- 1.8 Students shall be enrolled at each University in accordance with each University's registration periods.
- 1.9 Leaves of absence from the Program must be approved by the relevant authorities at both Universities.
- 1.10 Students accepted into a Program must comply with the policies, rules and regulations applicable to the doctoral Programs at both Universities unless one or both Universities agrees to waive or modify their rules in the case of a particular Program.
- 1.11 Both Universities agree to provide a safe learning environment for the Students during the Program and provide the Students with necessary resources, such as laboratory and classroom space, comparable to the resources provided to students in regular doctoral programs at their respective institutions.
- 1.12 The Student must successfully complete the Program requirements at each University. Upon completion of the Program the Student will be awarded the title "Doctor of Philosophy" by Mansoura and "Doctor of Philosophy" by Western.
- 1.13 If a Student fails to meet the Program progression requirements at either University, the Program will automatically terminate. If a Student is withdrawn from either University, for any reason, notice of such withdrawal shall be provided to all parties to this Agreement as soon as is reasonably possible.

2.0 LANGUAGE REQUIREMENTS

- 2.1 Students accepted into a Program must have a good knowledge of the language of the graduate program at each University. In addition, they must satisfy any language proficiency requirements of either University, as set out in the *SPF Form*, prior to the commencement of the Program.

3.0 FEES AND FINANCIAL INFORMATION

- 3.1 Students will pay tuition fees to each University for the agreed periods during which they are at that University as set out in the *SPF Form*. For greater clarity, Students shall not be required to pay fees to both Universities simultaneously.
- 3.2 Students will pay full time ancillary fees while they are at Western.
- 3.3 Students may be considered for scholarships from one or both Universities. Details of available financial support will be set out in the *SPF Form*.
- 3.4 Students are responsible for their own expenses, including health insurance, travel, accommodation, and living expenses.
- 3.5 The University that is conducting the thesis examination is responsible for the expenses related to such examination.

4.0 INSURANCE

- 4.1 Neither University is responsible for providing medical, hospital, or personal property insurance for Students. Students will be required to obtain such medical or other insurance as may be required by each University.
- 4.2 At Western, international students and any accompanying dependents must purchase health insurance coverage under the University Health Insurance Program (UHIP).

5.0 COORDINATION OF ACTIVITIES

- 5.1 Each University shall appoint a professor as a program supervisor (individually, a "Supervisor" or collectively, the "Supervisors"). The two Supervisors shall jointly be responsible for the Student's education in the doctorate degree program and scholarly training.
- 5.2 Each Supervisor is responsible for ensuring that the other Supervisor is aware of all research activities in which the Student is involved during the Program.
- 5.3 Each Supervisor shall separately evaluate the progress of the Student at least annually or more frequently as may be prescribed by each University and shall transmit the results of the evaluation to the other University.
- 5.4 Each University will appoint one or more Coordinators who will be responsible for the coordination of activities of this Agreement.

The lead coordinator for Mansoura will be:

Dr. Sherif El-Badawy
Associate Dean Research
Faculty of Engineering
Mansoura University
25 El Gomhouria St, Mansoura, Dakahlia Governorate 35516
Egypt
sbadawy@mans.edu.eg

The lead coordinator for Western will be:

Prof. Ashraf El Damatty
Chair, Department of Civil and Environmental Engineering
Faculty of Engineering
Western University
1151 Richmond St.
London, Ontario N6A 3K7 Canada
damatty@uwo.ca

6.0 THESIS EXAMINATION AND DEFENSE

- 6.1 The process that will be followed for the thesis examination and defense, including language and format, must be approved by the relevant authorities at both Universities.
- 6.2 Unless modified by mutual written consent of both Universities, the Thesis Examination Committee shall be composed of 5 examiners, consisting of two examiners from each University and one examiner from a third unrelated institution. The examiners must be approved by the relevant authorities at each University.
- 6.3 Upon successful completion of the Program, the thesis may be published by each University and made publicly available in accordance with each University's internal policies.

7.0 APPEALS

- 7.1 While nothing in this Agreement shall curtail or prevent a Student from exercising any right of appeal that he or she may have under the rules and regulations of either University, the Universities acknowledge and agree that a successful appeal by a Student at one University shall not be binding on the other University.

8.0 INTELLECTUAL PROPERTY

- 8.1 All intellectual property held by one of the parties prior to entering into this Agreement or disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the party

introducing or disclosing it. Each University grants the Student and/or the other University a licence to use such intellectual property for the purposes of the Program, subject to any prior third party rights.

- 8.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by either University will belong to that University and may not be made use of except with that University's prior written consent.
- 8.3 Where the Universities jointly develop intellectual property, inventions and innovations as a result of the research work of the Student working under the supervision of the Program Supervisors/Advisors, the terms with respect to title and exploitation of such intellectual property, inventions and innovations (including but not limited to trademarks, copyright, patents, know-how designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a case-by-case basis having due regard to the nature, quality and extent of the contributions by each University and the terms imposed by any funding or granting agencies or organizations.
- 8.4 The Student shall own the copyright in his or her thesis.

9.0 TERM OF AGREEMENT

- 9.1 This Agreement shall be in force and be binding upon the parties for a period of five years from the date of the last signature, and is renewable. A review will be initiated by both Universities at least six (6) months prior to the expiration of the Agreement to ascertain if the Program should be continued and, if so, how it might be improved.
- 9.2 This Agreement may be amended only by mutual written consent.
- 9.3 Either University may terminate this Agreement at any time during its term with 6 months' written notice to the other University. Once a notice of termination is issued, no new students shall be enrolled in a Program under this Agreement. If a student or students are enrolled in a Program as of the date of notice of termination, this Agreement shall not terminate until such students have completed or are no longer enrolled in the Program.

Any such notice of termination must be sent to the following officers at each University:

Mansoura:

Dean, Faculty of Engineering
Mansoura University
25 El Gomhouria St, Mansoura, Dakahlia Governorate 35516
Egypt
mazim12@mans.edu.eg

Western:

Director, International Learning
Western International

International & Graduate Affairs Building, Second Floor
Western University
1151 Richmond Street
London, Ontario N6A 3K7 Canada
intl-agreements@uwo.ca

10.0 NON-DISCRIMINATION

10.1 Neither University will discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion, disability, or national origin. Both Universities shall abide by these principles in the administration of this Agreement and neither University shall impose criteria for the program which would violate the principles of non-discrimination.

11.0 CONFIDENTIALITY AND PRIVACY LEGISLATION

11.1 Each University agrees to protect the confidentiality of any information disclosed to it by the other University, which the other University has identified as confidential, and it shall use such information only for the purposes for which it was disclosed. Each University shall ensure that its faculty, staff and students are aware of what information is subject to this confidentiality requirement.

11.2 The Universities agree to share academic and other information about Students enrolled in the Program to the extent needed for the conduct of the Program. Each University shall keep confidential all Student information provided to it by the other University and shall use the information solely for the purposes of the Program. Such information shall not be disclosed to third parties without the consent of the University that provided the information.

11.3 Mansoura acknowledges that Western is an educational institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies and agrees to cooperate with Western from time to time with respect to Western's compliance with that statute and any regulations passed thereunder.

11.4 Western acknowledges that Mansoura is an educational institution to which the Supreme Council of Universities (Cairo, Egypt) applies and agrees to cooperate with Mansoura from time to time with respect to Mansoura's compliance with those statutes and any regulations passed thereunder.

12.0 DISPUTES

12.1 Issues not reflected in this Agreement may be dealt with through subsequent negotiations between the two Universities. Any issues arising under or in connection with this Agreement which cannot be resolved by discussion between the individual program Coordinators shall be referred to Vice President of Postgraduate Studies and Research at

Mansoura and the Vice-Provost Graduate and Postdoctoral Studies at Western for resolution.

13.0 INDEMNIFICATION


13.1 Each University shall at all times indemnify and hold harmless the other against all claims, actions, loss or damage arising from the indemnifying party's performance or lack of performance under the Agreement or the acts of commission or omission of its employees, agents or students while carrying out this Agreement.

14.0 SIGNATURES AND ORIGINAL DOCUMENTS

14.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

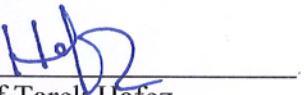
IN WITNESS WHEREOF the Universities have signed this Agreement by the hands of their authorized signing officers.

MANSOURA UNIVERSITY

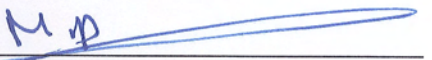

Prof. Ashraf Mohamed Abdelbaset
President

Date: 10.01.2021

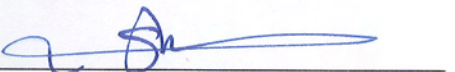



Prof. Ashraf Tarek Hafez
Vice President of Postgraduate Studies and Research

Date: 10.1.2021


Prof. Mohamed Abdel Azim Mohamed
Dean, Faculty of Engineering

Date: 5-1-2021 G


Prof. Sherif El-Badawy
Vice Dean of Postgraduate Studies and Research,
Faculty of Engineering

Date: 6-1-2021

THE UNIVERSITY OF WESTERN ONTARIO

Andrew Hrymak
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Date: 2020.12.21 13:54:33 -05'00'

Date: 12/21/20

Dr. Andrew Hrymak
Provost and Vice-President Academic

Amy Bryson
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Date: 2021.01.04 14:05:21 -05'00'

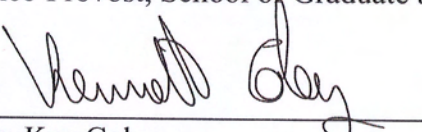
Date: _____

Ms. Amy Bryson
Acting University Secretary

Linda Miller
Digitally signed by Linda Miller
Date: 2020.12.17 09:41:04 -05'00'

Date: 12/17/20

Dr. Linda Miller
Vice-Provost, School of Graduate and Postdoctoral Studies


Dr. Ken Coley
Dean, Faculty of Engineering

Date: Oct 13th 2020