Guidelines to Create a Joint/Dual Degree or Certificate Program with a Foreign Institution

I. Introduction

This document proposes guidelines for the approval, modification, and review of joint, dual, and cooperative degree programs as well as certificate programs. It also provides guidelines for curriculum and governance structures, suggests standards for admission, continuation, and completion for each program and offers possible models for these programs. Previously approved programs will not require alteration of basic parameters (i.e., credit requirements) in order to comply with these new guidelines.

Colleges pursuing these programs need to consider carefully the strategic rationale for creating these programs as well as the benefits to Texas A&M University and the foreign institutions. These will need to be articulated in the process of gaining approval to proceed.

II. Definitions

Joint Degree Programs

Key characteristic: More than one institution’s name is on the degree. That is, the degree is jointly offered and jointly awarded by more than one institution.

A joint degree program leads to a single credential or degree conferred by all participating institutions. All institutions share responsibility for all aspects of the program's delivery and quality.

Curriculum of the joint degree program is under the direction of a joint program faculty, with representation from each participating institution.

For purposes of this document, joint degree programs sponsored by two or more units within a single institution are not discussed.

Approval: Joint degree programs cannot be offered without the approval of the president of the institution. Most joint programs will require the university to notify the Texas Higher Education Coordinating Board (THECB) and the regional accrediting agency.

Accreditation considerations: The Southern Association of Colleges and Schools (SACS) expect member institutions to ensure the quality of all joint programs. It also has special requirements when a partner is not regionally accredited. SACS policy documents on joint curricular ventures, collaborations with foreign institutions, substantive change approval processes, and distance education can be found here: http://www.sacscoc.org/policies.asp.
SACS degree requirements:

For undergraduate degrees:

3.5.2 “At least 25 percent of the credit hours required for the degree are earned through instruction offered by the institution awarding the degree. In the case of undergraduate degree programs offered through joint, cooperative, or consortia arrangements, the student earns 25 percent of the credits required for the degree through instruction offered by the participating institutions.”

For graduate degrees:

3.6.3 “The majority of credits toward a graduate or a post-baccalaureate professional degree are earned through instruction offered by the institution awarding the degree. In the case of graduate and post-baccalaureate professional degree programs offered through joint, cooperative, or consortia arrangements, the student earns a majority of credits through instruction offered by the participating institutions.”

**Dual Degree Programs**

**Key characteristic:** Involves the articulation of existing degrees from two or more different institutions. Each institution only awards its own degree.

Usually, in a dual degree program, a student earns two degrees, one from each of two participating institutions. Each institution is primarily responsible for its own degree.

Curriculum of the dual degree program may be under the direction of a joint program faculty, with equal representation from each participating institution, or curriculum may be the separate responsibility of each institution.

For purposes of this document, dual degree programs sponsored by two or more units within a single institution are not discussed.

**Approval:** Requires institutional approval.

**Accreditation considerations:** Dual degree programs are not usually a major concern of the state or accrediting agencies.

**Cooperative Degree Programs**

**Key characteristic:** Senior degree-granting partner, junior, cooperating partner with no degree-granting authority.

The state of Texas defines a cooperative degree program as a collaboration of a senior degree-granting institution and a junior, non-degree granting institution. For the state, there are two
main reasons for cooperative degree programs: expanding access to education and helping a 
junior institution prepare for the eventual offering of the indicated degree.

Approval: Requires institutional, state, and Texas Higher Education Coordinating Board 
approval.

Certificate Programs

Key characteristic: Students are given a certificate of completion for a prescribed amount of 
coursework.

A certificate program is a sequence of courses providing participants with specialized knowledge 
and skills for personal enrichment, professional advancement, and/or career change, providing a 
basic introduction to an established field of study, an interdisciplinary approach linking several 
fields, and/or a concentrated focus on a sub-field. Certificate programs function independently 
of degree programs, and lead to a certificate rather than a degree. These are typically designed 
for post-baccalaureate, graduate or post-graduate students.

Approval: The level of approval needed depends on the kind of certificate offered. The more a 
certificate program resembles a major—the heart of a degree program—the more likely that 
external approval will be required. Note: Any certificate program being offered outside the 
university should be approved by the president and submitted to SACS, our regional accrediting 
agency. Otherwise students in the program may not be eligible for federal financial aid.

III. Process to create a joint degree, dual degree, or certificate with a foreign 
institution

There are three steps in the process to create a joint degree, dual degree, or certificate program 
with a foreign institution. These are outlined in detail on the attached flowchart. It is anticipated 
that it could take from nine months to a year to complete this process due to the many approvals 
needed at the university, the state, and regional accreditation level.

Step 1: Letter of Cooperation (LOC)

The Letter of Cooperation creates an informal agreement between the universities to develop an 
aademic program together. A sample LOC designed for the purpose of creating a joint/dual 
degree or certificate with a foreign university is available on the International Programs website 
(http://intlcenter.tamu.edu/memoagree.asp) and at Attachment 1. The LOC ensures that 
departments have obtained sufficient university authorization to move ahead with the significant 
conversations needed to map out the details of these programs and gain internal and external 
approvals required through SACS and the THECB prior to finalizing the agreement. In order to 
be approved and signed, the LOC should have an attached statement describing the rationale for 
developing this program and outlining the benefits of the cooperative program both for Texas 
A&M and the foreign institution(s). See the attached LOC flowchart for specific steps in 
creating the LOC (Attachment 2).
Step 2: Academic Program Development

The academic elements necessary to create the program need to be outlined and agreed to by both institutions. Such details will need to be approved by all appropriate on-campus and off-campus (SACS and THECB) entities. For those programs requiring SACS and/or THECB approval, all issues they require must be addressed (see definition segment for web links and contact the Provost’s office for additional guidance with these regulations). Among the program elements that must be included for on-campus approval (if applicable) are the following:

A. Program Goal/ Expected Outcomes/ Role Expectations of Graduates

B. Program Requirements:
   - Curricular design of the program
   - Credit hour requirements
   - Credit hour requirements for each institution
   - Transfer hours allowable by each institution
   - Admission requirements
   - Detailed breakdown of credit requirements to include allowable independent study, research and classroom hours
   - Options for physical institution location
   - Residency requirements
   - On-site requirements for each institution
   - Cohort group design
   - Language training/ support if necessary

C. Academic Standing:
   - Grade Point Ratio requirements
   - Verification process for program completion
   - Program time limits and consequences for failure to comply

D. Administrative Arrangements:
   - Registration logistics at one or both institutions
   - Advisory board design and authority
   - Single program director or coordinator from each institution
   - Requirements for program faculty
   - Joint faculty appointment possibilities
   - Graduate advisory committees; if graduate program
   - Graduate faculty status; if graduate program
   - Approval process for program modifications
   - Records maintenance for program participants
   - General administrative support details to include admission services, registration, student financial aid, academic advising, laboratory and equipment support, library and media resources, pre-departure/ orientation programming
   - Involvement requirements for each institution’s faculty and administrators regarding the curriculum process and curriculum committee
• Possible delivery methods for each institution’s requirements
• Technology requirements for distance or remote teaching
• Separate financial or administrative arrangements due to special circumstances

E. Responsibility Sharing:
• Financial burdens for each institution to include marketing, administrative costs, technology, etc
• Subvention considerations for each participating institution
• Program publication responsibilities for each institution

F. Program Assessment:
• Longitudinal study to assess program benefits
• Cost-benefit analysis for program long-term
• Trial period (if any) and contractual obligations thereafter
• Evaluation process and timeline for program evaluation

The department/college proposing the joint/dual degree or certificate program should be developing this document and seek approval through the standard process that already exists on campus (Attachment 3).

Step 3: Development of Memorandum of Agreement (MOA and a Supplement)

This is the final step in the process and requires that all approvals in steps 1 and 2 are obtained in advance. The MOA will consist of two parts: 1) an umbrella agreement between the institutions and 2) a special MOA supplement designed for a joint degree/dual degree/certificate program. There is a special template for the MOA supplement to establish a joint degree/dual degree/certificate program available on the International Programs website (http://intlcenter.tamu.edu/memoagree.asp) (See Attachment 4). In the final MOA package, the document created in Step 2 will become an addendum to the MOA.

IV. Necessary Steps to Obtain Approval

See Attached Flow Charts for each process:
   Step 1: Create the Letter of Cooperation (LOC) (See Attachment 2)
   Step 2: Develop the Academic Program
   Step 3: MOA Development

The MOA is routed for approval in the same way as any other MOA with the exception of two new steps. These are highlighted on the attached flowchart (Attachment 5).
LETTER OF COOPERATION
FOR A JOINT DEGREE, DUAL DEGREE, OR CERTIFICATE PROGRAM (Choose One)

NAME OF INSTITUTION

and

TEXAS A&M UNIVERSITY (TAMU)
College Station, Texas
United States of America

Whereas the above named institutions recognize that cooperating would be of mutual benefit and would serve as an indication of continued interest in joint projects, it is agreed that:

1. Each institution will work to encourage the development of [joint degree/ dual degree/ certificate program (Choose One)];

2. Each institution will identify individuals who will develop course articulation information and other relevant details related to the development of [joint degree/ dual degree/ certificate program (Choose One)];

3. Both institutions will explore avenues for strengthening their relationship and furthering excellence in U.S. and foreign country education; and

4. Prior to offering the [joint degree / dual degree/ certificate program (Choose One)], both institutions will develop a Memorandum of Agreement to obtain final approval to offer a [joint degree/ dual degree/ certificate program (Choose One)].

This Letter of Cooperation will become effective on the final date of signing and will have a duration of one year.

In affirmation, on ____________ day of _______________, 2007.

__________________________  __________________________
Dean/Vice President                       Title
Texas A&M University                       Name of Institution

Dr. Emily Y. Ashworth
Associate Vice President
International Programs
Texas A&M University
Letter of Cooperation for a Joint Degree, Dual Degree or Certificate Program

Faculty downloads model from IPO* website and provides draft to IPECC rep and Dean to proceed

IPECC rep sends draft to IPO staff for processing

Draft will be reviewed by IPO directors and other campus units if appropriate

Concerns?

Yes
IPECC rep/faculty contact for revision

No
Draft will be finalized into the agreement by IPO staff to secure required signatures of administrators (IPECC rep/Dean/AVP for International Programs/other campus units on the approval sheet)

Approved agreement will be sent to IPECC rep/faculty for signatures of foreign institutions

The original agreement signed by foreign institution will be kept and filed in IPO

* The Office of International Outreach in IPO is responsible for processing the paper work for academic agreements with foreign institutions
Multi-Institutional Degree/Certificate Programs Approval Process

Start Preliminary Discussion w/ Partnering University

 Develop Departmental MOA Draft w/ Partnering University

 Obtain Department Head Approval

 College Committee Recommendation to College Dean for Approval

 Department Head Recommendation to Appropriate College Committee

 Undergraduate

 Graduate Or Undergraduate

 Graduate

 Proposal from College to Undergraduate Curriculum Committee

 Proposal from College to Graduate Council

 Send to Faculty Senate for Approval

 Send to President’s Office for Approval

 Degree Program

 Degree Program or Certificate?

 Certificate Program

 Proposal from President’s Office to Board of Regents

 Proposal from Board of Regents to THECB

 Proposal from Board of Regents to SACS
MEMORANDUM OF AGREEMENT

SUPPLEMENT

DEPARTMENT OR COLLEGE

FOREIGN INSTITUTION
City, State/Province
Country

And

DEPARTMENT OR COLLEGE
TEXAS A&M UNIVERSITY
College Station, Texas
United States of America

This agreement is a Supplement to the Memorandum of Agreement between __Name of Foreign Institution__ and Texas A&M University and applies only to the departments of _______________ and the College of _______________. This Supplement will become effective upon the signing and will expire on the expiration date of the Memorandum of Agreement.

Whereas the above named institutions are joined in an agreement of mutual cooperation, and the above named departments recognize that an agreement of cooperation would be of mutual benefit and would serve as a continued interest in developing a ___________ [joint degree/dual degree/certificate program (Choose One)], it is understood that:

1. Each college will identify faculty who will participate in teaching and research related to this degree program.
2. Each department agrees to collaborate in research in the area of __________ in accordance with the attached information on intellectual property rights and sponsored projects;
3. Each department will participate in the enrollment of qualified undergraduate and graduate students in the area of _______________. Each student involved in this/these programs will be subject to the admission requirements and tuition and fees of the host university. In accordance with these requirements, language competency should be at a level that will allow participating student to attend classes in the language of the host university.
4. The [joint degree/dual degree/certificate program (Choose One)] will be executed as described in the addendum to this supplement.
5. Any expenses incurred by each division under this agreement will be the sole responsibility of that division.
6. Texas A&M University names __Person and/or Title__ as its contact, and the __Foreign Institution__ designates __Person and/or Title__ as its contact.
7. Each division agrees to comply with the host country’s immigration guidelines related to students and/or faculty participants.
Publication: Each party recognizes that the results of research from these Agreements should be publishable and agrees that the researchers engaged in this project will be permitted to present at symposia, national, international, or regional professional meetings, and to publish in journals, thesis or dissertations, or otherwise of their own choosing, the methods and results of this collaborative research project. The parties agree that the publications will be co-authored jointly by the participants from (Foreign Institution) and Texas A&M University, with the order and designation of authorship determined by the co-principal investigators of the research collaboration. Any scientific paper, article, publication, or announcement of advances generated in connection with work done under this Agreement, during the period of performance of the Agreement or in the future, will give proper credit to the efforts of each party.

Intellectual Property: Intellectual Property will mean, individually and collectively; inventions, improvements, discoveries, works of authorship, and trade secrets, whether or not patentable, by one or more employees of Texas A&M University and by one or more employees of (Foreign Institutions,) or jointly by one or more employees of Texas A&M University and by one or more employees of (Foreign Institution.)

Intellectual Property created by one or more employees of Texas A&M University will belong to Texas A&M University.

Intellectual Property created by one or more employees of (Foreign Institution) will belong to (Foreign Institution.)

Intellectual Property jointly created by one or more employees will be jointly held by Texas A&M University and (Foreign Institution.)

Both parties agree to work cooperatively toward commercialization of the Intellectual Property.

Indemnification and Liability Clauses

Indemnification: Each party agrees, to the extent permitted by law, to defend, indemnify and hold harmless the other party from any and all claims, injuries, damages or other liability arising from any intentional or negligent acts of indemnifying party's principals, officers, agents or employees.

Liability: Each party shall be responsible for any and all claims, injuries, damages or other liability attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

Political Considerations: Should either parties' government decree participation in this Agreement illegal or demand non-participation, then such party will be free to terminate this Agreement.

Separate Status: Each party (the University) is a separate organization and each party will maintain its separate status during the performance of this Agreement. Neither party will be construed as a joint venture, joint partner, nor agents of the other party. Nor shall the employees, officers, or agents of one party be considered officers, employees, or agents of the other party for any purpose whatsoever.
Memorandum of Agreement (MOA) and Supplement For Joint/Dual Degree Certificate

Faculty downloads model from IPO website and provides a draft MOA and Supplement to IPO Staff for processing

Draft will be reviewed by IPO directors and other campus units if appropriate

Concerns?

Yes

IPECC rep/faculty contacted for revision

No

Draft will be finalized into MOA and Supplement by IPO staff to secure required signatures of administrators [IPECC rep/Dean/OGS/UG Provost/Faculty Senate and SACS/THECB Liaison/AVP for International Programs]

Approval by Provost and President

Approved MOA/Supplement originals will be sent to IPECC rep/faculty/contact for foreign institution for signatures

The original MOA/Supplement signed by foreign institution will be kept and filed in IPO