

**JOINT DOCTORAL DEGREE PROGRAM**

**BETWEEN**

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR  
KANPUR INDIA**

**AND**

**“University name”**

**AGREEMENT FOR JOINT DEGREE  
PROGRAM: DOCTOR OF PHILOSOPHY**

**Between**

**“University name”**

**and**

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**

# AGREEMENT FOR JOINT DEGREE PROGRAM: Doctor of Philosophy

THIS AGREEMENT is made on DD/MM/YY (Effective Date)

## BETWEEN:

(1) "University name"

And

(2) **INDIAN INSTITUTE OF TECHNOLOGY KANPUR**, an educational institution created by an Act of Parliament and having its principal address at The Indian Institute of Technology, Kalyanpur, Kanpur India 208016 ("IITK"). The expression Institution shall mean either IITK or "University name", **Party** means a party to this Agreement and **Parties** means both parties to this Agreement.

## WHEREAS:

1) On DD/MM/YY the Parties entered into this Agreement to develop academic and student exchange through a Joint Degree Program (JDP) of Doctor of Philosophy (PhD) whereby students who successfully complete the JDP will be awarded a joint degree for the one thesis with the testamurs/certificates from each Institution clearly indicating the joint nature of the degrees as outlined in Clause 10.

2) By entering into this Agreement, the Parties agree to offer Joint Degree Programs at PhD level in all areas of research in accordance with the terms and conditions set out in this Agreement.

## ABBREVIATIONS

### "University name"

IITK: Indian Institute of Technology Kanpur

JDP: Joint Degree Program

PhD: Doctor of Philosophy

DAC: Doctoral Advisory Committee

DPGC: Department Post Graduate Committee

HoD: Head of the Department

## NOW IT IS HEREBY AGREED AS FOLLOWS:

### 1. JOINT DEGREE PROGRAM STRUCTURE

1.1 Students interested in getting admitted into the JDP shall first be selected into the PhD program at either Institution as per the selection procedures of the respective Institution. This Institution shall be called the Home Institution. The collaborating departments from both the Institutions shall then select potential JDP Scholars from among the students thus selected into the individual PhD program at either Institution. The admission to the JDP shall be subjected to the normal application and selection criteria and other entrance requirements for entry into the PhD program at the Partner Institution. The procedure shall normally be carried out within six to twelve months of the student initially enrolling in the PhD program, through video conference and/or by any means including exchange of data pertaining to the students, reference letters, and so on. Students finally selected into the JDP shall be enrolled on a full-time basis at both Institutions.

1.2 Selection of supervisors shall conform to the policies in force at the respective Institutions. External supervisors of "University name" students must comply with the requirements of the University's policy relating to the supervision of doctoral students at (web link)

1.3 The primary supervisor shall be from the Home Institution. There must be a Co-supervisor from the Partner Institution.

### 2. DOCTORAL ADVISORY COMMITTEE:

2.1 A Doctoral Advisory Committee (DAC) shall be set up for each JDP Scholar to support and monitor progress of the JDP Scholar throughout the candidature until the thesis has been submitted.

2.2 The DAC shall consist of the following members

1 Primary Supervisor	Chairperson
2 Co-supervisor (s) from both Institutions	Member (s)
3 Convener DPGC or his/her nominee (in the case of IITK) and Pro Vice-Chancellor (Graduate Research) or nominee (in the case "University name")	Members
4 Additional members may be appointed to meet the requirements of the Partner Institution	Members

2.3 In case any DAC member goes on leave exceeding one-year duration, or resigns or retires from the respective Institution, the respective HoD shall nominate another member following their respective procedures.

2.4 The DAC shall meet once a year through video conferencing/ electronic communication. Beyond four years from the time of registration in the program, the DAC shall meet every six months until the JDP Scholar's thesis has been submitted in accordance with the rules and regulations of both the Institutions.

### **3. COURSEWORK REQUIREMENTS**

The JDP Scholar shall satisfy the minimum academic coursework requirements of the Home Institution. Additional courses may be taken when recommended by the DAC. If a JDP scholar credits a course in one institution, the credits will be automatically transferred to the other institution and will be counted towards the degree requirement.

### **4. COMPREHENSIVE EXAMINATION AND CONFIRMATION OF PHD CANDIDATURE**

The JDP Scholar shall be required to meet the confirmation requirements at the end of the first year of the probationary PhD period (where applicable), and in addition, qualify the comprehensive examination satisfactorily to continue with the JDP. Otherwise, he/she shall no longer be eligible to participate in the JDP.

### **5. PROGRESS MEETING /SYNOPSIS /THESIS**

5.1 JDP Scholars JDP shall normally follow the regulations stipulated by the Home Institution for monitoring their progress. However, submission of synopsis and submission and evaluation of the thesis shall be in line with the requirements of both Institutions.

5.2 JDP Scholar shall present an open seminar in the Home as well as Partner Institution. A joint seminar (via video conferencing) will also be acceptable.

### **6. TIME DURATION**

6.1 The JDP Scholar shall spend a minimum of one and up to two years at the Partner Institution working under the supervision of the co-supervisor(s), He/ She may take additional courses at the Partner Institution as recommended by the DAC.

6.2 As far as possible, the minimum and maximum (if applicable) duration of the program will be governed by the rules of both Institutions. In the event of an inconsistency in the durations, the longer duration will apply.

6.3 The JDP Scholar shall be entitled to the leave benefits (if any) that relate to the Institution at which the JDP Scholar is physically located when the leave is requested.

### **7. FEES, LIVING ALLOWANCES AND EXPENSES**

7.1 The JDP Scholar shall pay tuition fees only to their Home Institution throughout the duration of the JDP including the duration of study at the Partner Institution as per its fee structure. The tuition fees may be waived by the Home Institution.

7.2 All JDP Scholars enrolled and supported under this arrangement shall be entitled to a living allowance/stipend. Those JDP Scholars whose Home Institution is the "University name" shall be provided with a "University name" stipend

with the value and conditions in accordance to the prevailing practices in "University name".<sup>#</sup> During the period these candidates are at IITK, they are entitled to receive a scholarship from IITK, which will cover basic living expenses, including accommodation on campus. JDP Scholars, whose Home Institution is IITK, shall receive a stipend/living allowance from IITK for the entire duration of the PhD, including the period when they are resident in "Country name". When resident in "Country name", these JDP Scholars shall receive a top up from "University name" to the stipend paid by IITK to bring the IITK stipend to the level of the graduate scholarship in "University name" for up to 2 years. The living allowance/stipend shall not be payable for short visits of less than 3 months unless approved by the Institution providing the living allowance/stipend.

7.3 If expenses such as travel, stay at the Partner Institution, health insurance etc. have to be borne by the JDP Scholar, his/her acceptance to such expenses should be obtained during the admission process into the JDP. The Home Institution shall be responsible for notifying the JDP Scholar of such information and gaining his/her acceptance.

## **8. WITHDRAWAL AND TERMINATION OF CANDIDATURE**

The prevailing regulation for withdrawal and termination (for any approved reason, including unsatisfactory progress) of candidature at the JDP Scholars Home Institution shall normally apply in consultation with the Partner Institution. The Home Institution shall notify the Partner Institution if the Home Institution intends to terminate the candidature under its policies or if the JDP Scholar has advised the Home Institution of his/ her intention to withdraw from the JDP. *In any event*, the DAC shall advise the JDP Scholar on an appropriate course of action to take, which would be in the best interest of the JDP Scholar.

## **9. THESIS REVIEW REPORTS & VIVA VOCE EXAMINATION**

9.1 Evaluation of thesis by external examiners and conducting of the final viva-voice examination/defence shall, in general, follow the processes and procedures of the Home Institution. However, each Partner Institution shall set certain minimum requirements to be satisfied in this context to ensure compliance with its examination policies and regulations.

9.2 The language of the thesis and the viva voce examination shall be English.

## **10. AWARD OF DEGREE**

Two separate degree certificates shall be awarded for the one-degree by the respective Institutions in line with their respective protocols/styles. The wording in both degree certificates must indicate unambiguously that the degree is being awarded jointly with the Partner Institution (by name) for the same thesis. **Sample certificates are attached to this Agreement.**

## **11. STUDENT OBLIGATIONS**

11.1 JDP Scholars shall be subjected to the statutes, rules, regulations, policies, codes and procedures of the Partner Institution while located in the Partner Institution in addition to those of their Home Institution. In the event of any inconsistency between the two, the statutes, rules, regulations, policies, codes and procedures of their Home Institution shall prevail to the extent reasonable.

11.2 Notwithstanding Clause 8, an Institution may suspend, vary the terms of, or terminate a JDP Scholar's enrolment for failure to comply with the statutes, rules, regulations, policies, codes and procedures of that Institution or the lawful instructions of officers of that Institution, or for failure to comply with that Institution's conditions of admission, enrolment or examination in the JDP.

## **12. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS**

12.1 All intellectual property held by a Party prior to, or outside of, entering into this Agreement that is disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced ("background intellectual property") shall remain the property of the Party introducing or disclosing it. However, that Party grants the JDP Scholar and/or the other Party a licence to use such intellectual property for any purpose associated with the JDP.

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<sup>#</sup> For example, the students from the University of Melbourne will receive the Melbourne International Research Scholarship (MIRS) for up to 3.5 years.

12.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by the Home Institution or by the Partner Institution respectively, that is not background intellectual property or intellectual property created under clause 12.3, will belong to that Institution and may not be made use of except with that Institution's prior written consent.

12.3 Where the Institutions jointly develop intellectual property, inventions and innovations as a result of the research work of the JDP Scholar working under the supervision of the supervisor and co-supervisor the terms with respect to title and exploitation of such intellectual property, inventions and innovations (including but not limited to trademarks and service marks, 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 for each Institutions policies and governance requirements and the terms and conditions imposed by any individual funding agencies or grant-making organizations. The Parties preference for such case-by- case agreements will be that the intellectual property rights created in the course of the JDP will vest in each Institution in equal shares and that each Party may use such jointly-owned intellectual property for internal, non-commercial research and educational purposes. Save as aforesaid, nothing in this agreement shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to intellectual property currently licensed to or belonging to either Institute.

12.4 Nothing in this Agreement will inhibit the right of a JDP Scholar to have their thesis examined and a copy of his/her thesis lodged in the library of each Institution (including a digital copy).

12.5 Notwithstanding anything to the contrary in clause 12.3, each JDP Scholar shall own the copyright in his/her thesis.

12.6 The provisions of this clause 12 will survive beyond the termination of this Agreement

### **13. CONFIDENTIALITY**

13.1 When receiving confidential information, the receiving Party must ensure that all employees, students or agents to whom the confidential information is disclosed are bound to keep the confidential information confidential and not to use the confidential information except for the JDP.

13.2 The obligations of confidentiality in this clause 13 do not apply to information which may be required to be disclosed by law, is in the public domain other than by breach of this Agreement, or has been independently developed or obtained by the receiving Party.

13.3 Each Party agrees that personal information about JDP Scholars will be collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policies applicable to that Party.

### **14. AMENDMENTS**

This Agreement may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

### **15. TERM OF AGREEMENT**

15.1 This Agreement shall commence on the Effective Date and shall remain in force for a period of five (5) years. Thereafter, it shall renew itself automatically for successive periods of five (5) years unless either Party gives the other Party not less than six (6) months notice in writing of its desire to terminate this Agreement, at any time during the initial or the relevant extended period.

15.2 Both Parties agree that in the event this Agreement is terminated for any reason, the Parties shall use their best endeavors to allow all JDP Scholars already enrolled in the JDP who are eligible to complete their candidature, to continue and complete the requirements for the JDP in which they are enrolled, and to be awarded the joint degree upon successful completion of the JDP. If it is not possible for a JDP Scholar to satisfy the requirements of and complete the JDP, the Parties shall endeavor to allow that JDP Scholar, at his/her election, to complete the requirements for a single PhD degree at the Home Institution subject to the requirements of the relevant Institution. The Parties agree that such a JOP Scholar shall be given credit for all relevant units previously undertaken by the JDP Scholar at the other Institution as part of the JDP in accordance with the policies and protocols of the Institution where the JDP Scholar will complete the requirements of his/her PhD.

15.3 If the Agreement is terminated and if the JDP Scholar continues his/her candidature either on a Joint degree basis or as a single PhD degree at one or other of the institutions, the Parties agree that the JDP Scholar shall continue to

have access to the background intellectual property as described in clause 12.1 and confidential information to the extent *necessary* for the student to complete the JDP or a PhD at either Institution.

## **16. AUSTRALIAN GOVERNMENT ESOS ACT AND OBLIGATIONS UNDER THE ESOS ACT<sup>&</sup>**

16.1 For the purposes of this clause 16

"CRICOS" means the Commonwealth Register of **Institutions** and Courses for Overseas Students,

"**ESOS Act**" means the *Education Services for Overseas Students 2000* (Cth);

16.2 The Parties acknowledge that under Country name law, the "University name" is required to be registered on CRICOS and to comply with the provisions of the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (**National Code**)

16.3 The "University name" shall provide the Indian Institute of Technology Kanpur with the following.

(a) Information regarding course materials, entry requirements, information on visa application and Overseas Student Health Cover;

(b) The "University name" CRICOS provider code, which is 00116K ("**CRICOS Provider Code**"); and

(c) Any other information that may be required from time to time.

16.4 The Indian institute of Technology Kanpur will:

(a) Distribute the information in the official form provided by the "University name"

(b) Use the "University name" name and CRICOS Provider Code on all material distributed to JDP Scholars for JDP purpose, including electronic forms; and

(c) Ensure in *its best* endeavors that "University name" is not in breach of the ESOS Act at any time.

16.5 The "University name" will;

(a) Distribute the information in the official form provided by the Indian Institute of Technology Kanpur;

(b) Use the IIT Kanpur name on all material distributed to JDP Scholars for JDP purpose, including electronic forms.

## **17. DISPUTE RESOLUTION**

Any dispute arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the Parties shall be referred to the President / Director of the respective Parties or their nominees for resolution.

***IN WITNESS WHEREOF*** the parties hereto have caused this Agreement to be duly executed on the day and year first above mentioned.

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<sup>&</sup> Clause 16 is given as a sample for Australia. Similar government norms for other countries shall be included in the respective agreements. Clause 16.3 – 16.5 shall be retained in some form.



The  
University of Melbourne



This is to certify that  
Stu Dent  
was duly admitted to the degree of

Doctor of Philosophy

In the University of Melbourne

Jointly with  
The Indian Institute of Technology Kanpur

Date....

Vice-Chancellor

University Secretary

*University seal to be inserted here*

The  
Indian Institute of Technology Kanpur



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Date....

Director

*Institute seal to be inserted here*