DUAL/JOINT DOCTORAL DEGREE PROGRAM

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

AND

NATIONAL CHIAO TUNG UNIVERSITY
AGREEMENT FOR DUAL/JOINT DEGREE PROGRAM: Doctor of Philosophy

THIS AGREEMENT is made on 18/12/2018 (Effective Date)

BETWEEN

(1) NATIONAL CHIAO TUNG UNIVERSITY
having its principal address at 1001 University Road, Hsinchu, Taiwan, R.O.C. 30013 ("NCTU")

And

(2) INDIAN INSTITUTE OF TECHNOLOGY KANPUR,
having its principal address at The Indian Institute of Technology, Kalyanpur, Kanpur India 208016 ("IITK")

The expression Institution shall mean either IITK or NCTU, Party means a party to this Agreement and Parties means both parties to this Agreement.

WHEREAS

On 18/12/2018 the Parties entered into this Agreement to develop academic and student exchange through a Dual/Joint Degree Program (DDP) of Doctor of Philosophy (PhD) whereby students who successfully completes all the requirements of the DDP will be awarded a degree for the one thesis with one testamur/certificate from each Institution clearly indicating the joint nature of the degrees and that the Dual/Joint PhD Project was conducted in collaboration with both Parties.

By entering into this Agreement, the Parties seek to work together and share information about their organizations to enhance each other's research capabilities in a mutually beneficial way and to look for synergies across the doctoral programs of both Parties. Accordingly, the Parties agrees to establish and offer a Dual/Joint Doctoral Degree Program to admit program students at both Institutions under the terms and conditions detailed in Schedule 1.

ABBREVIATIONS
NCTU: National Chiao Tung University
IITK: Indian Institute of Technology Kanpur
DDP: Dual/Joint Degree Program
PhD: Doctor of Philosophy
DAC: Doctoral Advisory Committee
DPGC: Department Post Graduate Committee
HoD: Head of the Department

DEFINITIONS
Agreement means this Agreement, including the Schedules, annexures and any amendment to it agreed to in writing by the Parties.
Dual/Joint Degree Program (DDP) means the program established by this Agreement

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Dual/Joint PhD Project means the Dual/Joint PhD project conducted by a Dual/Joint PhD student under the Dual/Joint Doctoral Degree Program established by this agreement.

Home Institution means the institution that is Party to this Agreement and is the institution where the student is originally enrolled.

Host Institution means the institution that is Party to this Agreement but is not the Home Institution.

Program Student means the student who participates in the Dual/Joint Doctoral Degree Program between the parties.

Supervisor means a faculty member who is usually a Program Student's major professor at the Home Institution.

Co-Supervisor means a faculty member who is usually a Program Student's major professor at the Host Institution.

Supervisor and Co-Supervisor provide guidance to the Program Student, assist in the scholarly development and research progress of the Program Student, and may serve as the chair or co-chair of Program Student's graduate committee. Supervision and Co-Supervision have the corresponding meaning.

INTERPRETATION
(a) Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.
(b) The singular includes the plural and vice versa.
(c) A gender includes all genders.
(d) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
(e) A reference to a clause or a Schedule is a reference to a clause or a schedule of this Agreement.

COORDINATORS
When IITK is Home Institute and NCTU is the Host Institute, the Office of International Relations of IITK will handle the administrative works while the International College of Semiconductor Technology (ICST), NCTU, is to liaise the admission process of DDP following the regulation and process of NCTU. When NCTU is Home Institute and IITK is the Host Institute, students will follow the regulations of Host Institute for administrative details.

To ensure the technical-administrative coordination of this Agreement, IITK hereby appoints Associate Dean for International Relations (ADIR) and NCTU hereby appoints Dean of ICST (ICST-NCTU) as Coordinators in their respective Institutions. It is incumbent on the Coordinators to provide solutions and to forward all academic and administrative issues that may occur during the effective term hereof, as well as to ensure supervision of the activities.

TERM OF AGREEMENT
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
SCHEDULE 1

Schedule 1 shall apply to the Program Student admitted into the Dual/Joint Doctoral Degree Program between IITK and NCTU.

IT IS HEREBY AGREED AS FOLLOWS:

1. DUAL/JOINT DEGREE PROGRAM COMMITTEE

A Dual/Joint Degree Program Committee (DDPC) will be formed to ensure the conduct of DDP. Members of the DDPC comprises an equal number of representative from each institution. The DDPC will conduct meetings to settle mutual agreement for course mapping, equivalent courses, transferable credit and all other related matters which will affect the DDP. In DDPC, each Party will appoint one administrative coordinator to conduct the program and communicate between the two Parties.

2. DUAL/JOINT DEGREE PROGRAM STRUCTURE

2.1 Students interested in getting admitted into the DDP 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 DDP Scholars from among the students thus selected into the Dual/Joint PhD program at either Institution.

2.2 The admission to the DDP shall be subjected to the normal application and selection criteria and other entrance requirements for entry into the PhD program at the Host 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 DDP shall be enrolled on a full-time basis as DDP Scholar at both Institutions.

2.3 Selection of supervisors shall conform to the policies in force at the respective Institutions. DDP Scholar must comply with the requirements of the University’s policy relating to the supervision of DDP Scholar.

2.4 The primary supervisor shall be from the Home Institution. There must be a Co-supervisor from the Host Institution. Supervisor and Co-Supervisor shall be actively engaged in the Dual/Joint PhD Project and with the DDP Scholar for the duration of the Dual/Joint Ph.D. Project. At NCTU, DDP Scholar can be enrolled into ICST with ICST professors as supervisors, but can also be enrolled in with other disciplines if co-supervisor can be identified.

3. DOCTORAL ADVISORY COMMITTEE:
3.1 A Doctoral Advisory Committee (DAC) shall be set up for each DDP Scholar to support and monitor progress of the DDP Scholar throughout the candidature until the Ph.D. thesis has been submitted and all requirements complete.

3.2 The DAC shall consist of the following members:

<table>
<thead>
<tr>
<th>Role Description</th>
<th>Chairperson</th>
<th>Member(s)</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Primary Supervisor from Home Institution</td>
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<tr>
<td>b. Co-supervisor from Host Institution</td>
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<tr>
<td>c. Convener DPGC or his/her nominee (in the case of IITK)</td>
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<td>d. Additional members may be appointed to meet the requirements of the Partner Institution</td>
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</table>

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

3.4 The DAC shall meet at least 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 DDP scholar’s thesis has been submitted in accordance with the rules and regulations of both the Institutions.

3.5 All formal reports and assessments shall be provided in English to both the Home Institution and the Host Institution.

4. COURSE REGISTRATION, CREDIT AND REQUIREMENTS

4.1 Course registration and examinations are implemented in accordance with the regulations of the university in which the DDP Scholar will be studying at during the semester. Both Institutes shall evaluate grades and confer credits for the courses registered by DDP Scholar in accordance with the regulations of the partner Institute.

4.2 The DDP scholar shall satisfy the minimum academic coursework requirements of the Home Institution as well as the Host Institution. Additional courses maybe taken when recommended by the DAC. If agreed upon by both Parties, a DDP 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.

5. COMPREHENSIVE EXAMINATION AND CONFIRMATION OF PHD CANDIDATE

The DDP Scholar shall be required to meet the confirmation requirements at the end of the first academic year of the probationary PhD period (where applicable). And in addition, qualify the comprehensive examination satisfactorily to continue in DDP as required by both Institutions when applicable.

6. PROGRESS MEETING / SYNOPSIS / THESIS

6.1 DDP scholars 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.
6.2 DDP Scholar shall present an open seminar in the Home Institution as well as the Host Institution. A joint seminar, via video conferencing, will also be acceptable.

7. TIME DURATION

7.1 The DDP Scholar shall spend a minimum of two (2) years at the Host Institution working under the supervision of the co-supervisor(s). He or She may take additional courses at the Host Institution as recommended by the DAC.

7.2 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.

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

8. FEES, LIVING ALLOWANCES AND EXPENSES

8.1 The DDP scholar shall pay tuition fees only to their Home Institution throughout the duration of the DDP including the duration of study at the Host Institution as per its fee structure. The tuition fees may be waived by the Home Institution.

8.2 All DDP Scholars enrolled and supported under this arrangement shall be entitled to a living allowance/stipend with the value and conditions in accordance to the prevailing practices in respective Institution. 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. DDP 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 Taiwan. When residing in Taiwan, these DDP scholars shall receive a top-up from NCTU to the stipend paid by IITK to bring the IITK stipend to the level of the graduate scholarship in NCTU 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.

8.3 If expenses such as travel, appropriate health insurance, housing and other required fees occur whilst located at the Host Institution, they will have to be borne by the DDP Scholar. His/her acceptance to such expenses should be obtained during the admission process into the DDP. The Home Institution shall be responsible for notifying the DDP Scholar of such information and gaining his/her acceptance.

8.4 DDP Scholar should make prevalent effort in following the disciplinary regulation of the Home Institute and Host Institute, and the laws of its respective country. During the DDP scholar’s stay at the Host Institution, DDP Scholar shall comply with any relevant health, safety, ethics and other requirements of the host institution. In case of violation of discipline towards Host Institute’s regulation occurs during the DDP Scholar’s stay the Host Institute, the Host Institute shall report to the Home Institute to settle the dispute. If any violation against the local law occurs at the place of the Host Institute, the Host Institute will take action according to the standard procedures and inform the Home Institute at the earliest.
9. WITHDRAWAL AND TERMINATION OF CANDIDATURE

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

10. THESIS REVIEW REPORTS & VIVA VOCE EXAMINATION

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

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

11. AWARD OF DEGREE

11.1 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 both Institution for the same thesis. Sample certificates are attached to this Agreement, Appendix III.

11.2 In case a DDP student has not met with the degree requirements at the Host Institute, the Host Institute retains the right to bar the candidate from obtaining the DDP degree from the Host Institute. DDP candidate may appeal first to DAC, then to DDPC, for getting the decision reviewed.

12. STUDENT OBLIGATIONS

12.1 DDP Scholars shall be subjected to the statutes, rules, regulations, policies, codes and procedures of the Host Institution while located in the Host 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.

12.2 Notwithstanding time duration terms in Article 7, an Institution may suspend, vary the terms of, or terminate a DDP 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 DDP.

13. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS
13.1 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 DDP Scholar and/or the other Party a license to use such intellectual property for any purpose associated with the DDP.

13.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by the Home Institution or by the Host 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.

13.3 Where the Institutions jointly develop intellectual property, inventions and innovations as a result of the research work of the DDP 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 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 DDP 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.

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

13.5 Notwithstanding anything to the contrary in clause 13.3, each DDP Scholar shall own the copyright in his/her thesis.
13.6 The provisions of this Article 13 will survive beyond the termination of this Agreement

14. CONFIDENTIALITY

14.1 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 DDP.

14.2 The obligations of confidentiality in Article 14 do not apply to information which may be required to be disclosed by law in the public domain other than by breach of this
Agreement, or has been independently developed or obtained by the receiving Party.

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

15. TERMS AND CONDITIONS

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

15.2 If the Agreement is terminated and if the DDP Scholar continues his/her candidature either on a Dual/Joint degree basis or as a single PhD at one or other of the institutions, the Parties agree that the DDP Scholar shall continue to have access to the background intellectual property as described in Article 14.1 and confidential information to the extent necessary for the student to complete the DDP at either Institution or a PhD at Home Institute.

16. LEGAL ACT AND OBLIGATIONS

16.1 Both Parties will distribute the information in the official form provided by other Party. When material distributed to DDP Scholars and/or for DDP purpose, including electronic forms, names of both Parties should be mentioned.

16.2 Both Parties are to exchange information regarding course material, entry requirements, information on visa application, Oversea Student Health, and any other information that may be required from time to time on the basis of ensuring its best endeavors not in breach of the legal acts and regulations in both India and Taiwan (R.O.C) at any time.
## FORM A

### Application for Dual/Joint Doctoral Degree Program

<table>
<thead>
<tr>
<th>Student details</th>
<th>Home Institution</th>
<th>Host Institution</th>
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</thead>
<tbody>
<tr>
<td>Student Name</td>
<td></td>
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<tr>
<td>Date of Birth</td>
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<td></td>
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<tr>
<td>Country of citizenship/ Nationality</td>
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<tr>
<td>Personal Address</td>
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<tr>
<td>Educational Qualification</td>
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<tr>
<td>Home Institution</td>
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<tr>
<td>Date of Joining at the Home Institution</td>
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<tr>
<td>Date of Confirmation of admission into Ph.D. at the Home Institution</td>
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<tr>
<td>Host Institution</td>
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<tr>
<td>Expected start date of Dual/Joint enrollment</td>
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| Supervisor details                  |                  |                  |
| Supervisor Name                     |                  |                  |
| Affiliation                         |                  |                  |
| Area of Research                    |                  |                  |
| Supervisor email                    |                  |                  |
| Proposed dates of hosting at each institution. (12 months - 24 months) | | |

### Project details

| Proposed title                     |                  |                  |
| Research topic description (Maximum 250 words) |                |                  |

| Language of the thesis             | English (unless otherwise agreed) |
| Language of thesis reports         | English (unless otherwise agreed) |

Signature of Student:
Appendix II

FORM B
Co-Supervision Agreement for Dual/Joint Ph.D. Degree

Research Advisory Committee (Consent from the members be enclosed).

<table>
<thead>
<tr>
<th>Home Institution</th>
<th>Host Institutions</th>
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<tbody>
<tr>
<td>Member 1</td>
<td>Member 1</td>
</tr>
<tr>
<td>Member 2</td>
<td>Member 2</td>
</tr>
<tr>
<td>Supervisor</td>
<td>Co-supervisor</td>
</tr>
</tbody>
</table>

Proposed duration of stay in Host Institute:

<table>
<thead>
<tr>
<th>Admission Financial commitments</th>
<th>Home Institution</th>
<th>Host Institution</th>
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</thead>
<tbody>
<tr>
<td>Scholarship/ Stipend</td>
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<tr>
<td>Health care, travel to</td>
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<tr>
<td>secondary institution</td>
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<tr>
<td>Project costs</td>
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<tr>
<td>Other costs (provide details)</td>
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<tr>
<td>Academic Requirements</td>
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<tr>
<td>(Course work, Seminar, etc.)</td>
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</tbody>
</table>

We agree to supervise the work jointly if Mr./Ms. ____________________________ is admitted in the Dual/Joint Doctoral Degree Program.

Signature of Supervisor: ____________________________

Signature of Co-supervisor: ____________________________

The admission of Mr./Ms. ____________________________ to the Dual/Joint Doctoral Degree Program is hereby recommended.

__________________________
Signature of Dean (International Relations) or Equivalent, Home Institution

The admission of Mr./Ms. ____________________________ to the Dual/Joint Doctoral Degree Program is hereby granted.

__________________________
Signature of Dean (Academic Program) or Equivalent, Home Institution
National Chiao Tung University

HSINCHU, TAIWAN, REPUBLIC OF CHINA
on recommendation of
THE INTERNATIONAL COLLEGE OF SEMICONDUCTOR TECHNOLOGY
has conferred upon

SHERNEYKO 00 00 (2000)

the degree of
Doctor of Philosophy

Jointly with
The Indian Institute of Technology Kanpur

with all the honors, rights and privileges thereto pertaining

Given in June of the year two thousand and eighteen.

PRESIDENT

Student No: 0000
Birth Date: February 000

NCTU Certificate Sample
THE BOARD OF CONVOCATORS
OF THE
INDIAN INSTITUTE OF TECHNOLOGY KANPUR

UPON THE RECOMMENDATION OF THE SENATE,
HEREBY CONFER ON

ABHISHEK KUMAR

THE DEGREE OF

DOCTOR OF PHILOSOPHY

JOINTLY WITH

NATIONAL CHIAO TUNG UNIVERSITY

WITH ALL THE HONOURS PRIVILEGES AND OBLIGATIONS GIVEN THIS DAY 19 May, 2018 AT KANPUR

Registrar

Director

Chairman

Board of Convocators
writing of its desire to terminate this Agreement, at any time during the initial or the relevant extended period.

VARIATION
A provision of this Agreement may not be varied or modified except by a separate written instrument which is signed by a duly authorized signatory of each Party.

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/Rector of the respective Parties or their nominees for resolution.

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

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

Signed for and on behalf of
INDIAN INSTITUTE OF TECHNOLOGY KANPUR
by
Prof. Abhay Karandikar
Director
IIT Kanpur
Date: December 19, 2018

Signed for and on behalf of
NATIONAL CHIAO TUNG UNIVERSITY
by
Prof. Mau-Chuang Frank Chang
President
National Chiao Tung University
Date: 12/19/2018

In the presence of
Prof. B.V. Rathish Kumar
Associate Dean for International Relations
IIT Kanpur
Date: 19/12/18

In the presence of
Prof. Edward Yi Chang
Senior Vice President & Dean of
International College of Semiconductor Technology
National Chiao Tung University
Date: 12/19/2018