JOINT DOCTORAL DEGREE PROGRAM

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
KANPUR INDIA

AND

THE UNIVERSITY OF MELBOURNE, AUSTRALIA
AGREEMENT FOR JOINT DEGREE PROGRAM: DOCTOR OF PHILOSOPHY

between

THE UNIVERSITY OF MELBOURNE

and

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
AGREEMENT FOR JOINT DEGREE PROGRAM: Doctor of Philosophy

THIS AGREEMENT is made on 3 December 2015 ("Effective Date")

BETWEEN:

(1) THE UNIVERSITY OF MELBOURNE, of Grattan Street, Parkville 3010 in the State of Victoria, Australia, an educational institution established as a body corporate pursuant to the University of Melbourne Act 2009 ("UOM")

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"),

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

WEREAHRS:

1) On 3 December 2015 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

UOM: University of Melbourne
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 will first be selected into the PhD programs at either Institution following that Institution's own selection procedures. This Institution will be called the Home Institution. The collaborating faculties from both Institutions will then select potential JDP Scholars from among the students thus selected into the individual PhD program at either Institution. The admission of the JDP Scholar into the JDP will be subject to the normal application and selection criteria and other entrance requirements for entry into the PhD program at the Partner Institution and will normally be carried out within six-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 program, will be enrolled on a full-time basis at both Institutions and will have the collaborating faculty members who selected them as their supervisors.
1.2 The supervisor at the Home Institution will be the main supervisor and the other from the Partner Institution will be the co-supervisor to the JDP Scholar.

1.3 Selection of supervisors will conform to the policies in force at the respective institutions. External supervisors of University of Melbourne students must comply with the requirements of the University’s policy relating to the supervision of research higher degree students at https://policy.unimelb.edu.au/MPF1244#section-3.3.

2. DOCTORAL/ADVISORY COMMITTEE:

2.1 A Doctoral/Advisory Committee (DAC) will 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 will consist of the following members

1 Chairperson (HoD/DPGC or their nominee) of the Home Institution [if the Chairperson is the supervisor of the JDP Scholar the senior most Professor / previous HoD will be nominated]

Chairperson may nominate a member of the DAC, if he/she cannot attend the DAC meetings to assess the progress of the JDP Scholar

Chairperson must be present for comprehensive Exam / Synopsis / Thesis report / Viva voce meetings (thesis defence) of the JDP Scholar

2 The Dean (Academic)/Chairman, Senate Post Graduate Committee or nominee (in the case of IITK) or Pro Vice-Chancellor (Graduate Research) or nominee (in the case of UOM)

3 The supervisor and co-supervisor from both Institutions

4 One faculty member each from the Departments of both Institutions to which the supervisors belong, nominated by the respective Chairpersons or nominees following the procedures of the respective Institutions

5 One faculty member each of allied Departments of both Institutions, nominated by the respective Heads of the allied Departments or nominees, following their respective procedures.

2.3 The Chairperson in 2.2[1] and the member in 2.2[2] are included to ensure compliance with the rules and regulations of the Home Institution.

In case any DAC member goes on leave exceeding one year duration, or resigns or retires from the respective Institution, the respective Chairperson, Senate or its nominee will nominate another member following their respective procedures.

2.4 The DAC will meet once in a year through video conferencing/ electronic communication till 4 years and beyond that, every six months until the JDP Scholar’s thesis has been submitted in accordance with the rules and regulations of both Institutions, or the JDP Scholar withdraws from the JDP or the candidature is terminated.

3. COURSEWORK REQUIREMENTS

3.1 The JDP Scholar will satisfy the minimum academic coursework requirements of both, the Home and Partner Institutions. Additional non-award subjects/courses may be taken when appropriate and recommended or required by the DAC.

4. COMPREHENSIVE EXAMINATION AND CONFIRMATION OF PHD CANDIDATURE

4.1 Comprehensive / qualifying examination will be conducted for the JDP Scholar to satisfy all requirements of both institutions. The examination will be conducted by the DAC of the JDP Scholar.
4.2 Every JDP Scholar is 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 will no longer be eligible to participate in the JDP.

5. PROGRESS MEETING / SYNOPSIS / THESIS

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

5.2 Each JDP Scholar should present the open seminar in the host as well as home institution.

6. TIME DURATION

6.1 The JDP Scholars shall spend a minimum of one and up to two years at the Partner Institution working under the supervision of their co-supervisors, and taking additional non-award subjects/courses if required/recommended by the DAC.

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

6.3 Each JDP Scholar will 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 having regard to the leave benefits prescribed by the other Institution.

6.4 Each JDP Scholar will be required to be available in the Home institution during the period between the date of delivery of open seminar and the date of submitting the dissertation.

7. FEES, LIVING ALLOWANCES AND EXPENSES

7.1 JDP Scholars will pay tuition fees to their Home Institution throughout the duration of the JDP, including the duration of study at the Partner Institution following the Home Institution fee structure. The tuition fees may be covered by a tuition fee waiver scholarship offered by the Home Institution.

7.2 All JDP Scholars enrolled and supported under this arrangement will be entitled to a living allowance/stipend. Those JDP Scholars whose Home Institution is the University of Melbourne, will be provided with a University of Melbourne stipend with the value and conditions of the Melbourne International Research Scholarship (MIRS) for up to 3.5 years. During the period these candidates are at the IIITK, they are entitled to receive a scholarship from IIITK which will cover basic living expenses, including accommodation on campus. JDP Scholars, whose Home Institution is IIITK, will receive a stipend/living allowance from IIITK for the entire duration of the PhD, including during the period when they are resident in Australia. When resident in Australia, these JDP Scholars will receive a top-up from UOM to the stipend paid by IIITK to bring the IIITK stipend to the level of the MIRS, for up to 2 years. The living allowance/stipend will 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 or her acceptance to such expenses should be obtained during the admission process into the JDP. The Home Institution will be
responsible for notifying the JDP Scholar of such information and gaining his/her acceptance.

8. WITHDRAWAL AND TERMINATION OF CANDIDATURE

8.1 The prevailing regulation for withdrawal and termination (for any approved reason, including unsatisfactory progress) of candidature at the JDP Scholar’s Home Institution shall normally apply in consultation with the Partner Institution. The Partner Institution will be notified by the Home 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 or her intention to withdraw from the JDP. In any event, the DAC will 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 Home Institution’s process and procedures. However, each Partner Institution will 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 of the viva voce examination will be in English.

10. AWARD OF DEGREE

10.1 Two separate degree certificates will 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 will 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 will 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.

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 Institution’s 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 their 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 their 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 will 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 will 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 JDP Scholar will 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 will 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

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 Australian law, the University of Melbourne 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 of Melbourne 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 of Melbourne’s 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 of Melbourne;

(b) Use the University of Melbourne’s 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 Melbourne is not in breach of the ESOS Act at any time.

16.5 The University of Melbourne 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; and

17. DISPUTE RESOLUTION

17.1 Any disputes 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.

SIGNED for and on behalf of THE INDIAN
INSTITUTE OF TECHNOLOGY KANPUR
in the presence of:

Signature of Witness

Professor NEERAJ MISRA
Dean, Academic Affairs

SIGNED for and on behalf of THE
UNIVERSITY OF MELBOURNE
in the presence of:

Signature of Witness

Professor RICHARD STRUGNELL
Pro Vice-Chancellor (Graduate and
International Research)

Signature of authorised person

Director

Professor INDRANIL MANNA

Signature of authorised person

Deputy Provost and Deputy Vice-
Chancellor International

Professor SUSAN ELLIOTT
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

This is to certify that

Student

was duly admitted to the degree of

Doctor of Philosophy

In the Indian Institute of Technology Kanpur

Jointly with
The University of Melbourne

Date....

Director

Institute seal to be inserted here