JOINT DOCTORAL DEGREE PROGRAM

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KANPUR,
KANPUR INDIA

AND

LA TROBE UNIVERSITY,
BUNDOORA, AUSTRALIA
AGREEMENT FOR JOINT DEGREE
PROGRAM: DOCTOR OF PHILOSOPHY

Between

LA TROBE UNIVERSITY

and

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

THIS AGREEMENT is made on (Effective Date)

BETWEEN:

(1) LA TROBE UNIVERSITY (ABN 64 804 735 113) a body corporate constituted in accordance with the La Trobe University Act 2009 ("LTU")

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 208016 ("IITK").

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

WHEREAS:

1) The Parties have entered into this Agreement to develop academic and student exchange through a Joint Degrees Program (JD Program) of Doctor of Philosophy (PhD) whereby students who successfully complete the JD Program will be awarded a joint degree for the one thesis with counterpart theses 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

IITK: Indian Institute of Technology Kanpur
JD Program: Joint Degree Program
PhD: Doctor of Philosophy

DEFINITIONS

Accounting Standards means the accounting standards issued by the Australian Accounting Standards Board from time to time and, if and to the extent any matter is not covered by these accounting standards, then Accounting Standards means generally accepted accounting principles applied from time to time in Australia

Agreement means this agreement including any schedules and attachments

Authorisation means any legally required consent, authorisation, registration, filing, lodgement, agreement, notification, certificate, permission, licence, approval, authority or exemption from, by or with any government or relevant authority

Background IP means IPR which existed prior to the commencement of a Project or is created or acquired independently of this Agreement after the commencement of a Project and is made available to the other Party for the purposes of this Agreement, and includes the Background IP specified in a Project Agreement

Candidate means a PhD student selected to participate in the JD Program

Commercialise and commercialisation in relation to IPR means to manufacture, sell, hire or otherwise develop and/or exploit a product or process, or to provide a service incorporating that IPR, or to license, sublicense enter into a joint venture or make any other similar arrangement with any person to do any of those things

Confidential Information means information that is designated by a Party as confidential, is by its nature confidential or that the Party knows or ought to know is confidential, but does not include information which:

(a) is or becomes public knowledge other than by breach of this Agreement or by any unlawful means
(b) is in the possession of a Party without restriction in relation to disclosure before the date of receipt from the other Party;
(c) is required by law to be disclosed; or
(d) has been independently developed or acquired by a Party without reference to the other Party's information and the first Party provides valid written evidence to that effect.

**Data** means:

(a) data, information and other information provided to, or generated by, IITK relating to the JD Program and LIT (including Personal Information) (Raw Data); and

(b) data, information and other information in any format whatever generated, stored, processed, retrieved, printed or produced by or on behalf of IITK utilising the Raw Data, and includes:

(c) data created by the operation of any computer language or software, regardless of where such software is operated, executed or resident; and

(d) input files, output files, import files, export files, configuration data, documentation, project plans, test plans, manuals, minutes, notes, listings, patches, research material, references, reports, programs, objects, rules, specifications, standards, flow charts, design drawings, review documents and data models;

**Intellectual Property Rights or IPR** includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary, artistic or any other field.

**Doctoral Advisory Committee** means the committee as specified in clause 2

**Marketing Services** means the services specified in clause 5.2

**Material** includes all information, documents or Data however held, stored or recorded including drawings, plans, specifications, calculations, reports, models, concepts, source codes, software, equipment, goods, files, computerized data, photographic recordings, audio or audio visual recordings

**Moral Rights** means moral rights under and in accordance with the **Copyright Act 1968** (Cth), namely the rights of an author, being an individual:

(a) to be attributed as author of his/her work;

(b) not to have his/her work falsly attributed; and

(c) not to have his/her work subjected to derogatory treatment

**Party or Parties** means a party or parties to this Agreement

**Personal Information** means any personal information or health information as defined in the Privacy Laws

**Privacy Laws** includes the **Privacy and Data Protection Act 2014** (Vic), the **Health Records Act 2001** (Vic), the **Privacy and Personal Information Protection Act 1998** (Cth) and all other applicable privacy and data protection laws, and the Information Privacy Principles, Health Privacy Principles and Australian Privacy Principles under those Acts

**Project** means a research project conducted by a Candidate pursuant to a Project Agreement

**Project Agreement** means an agreement in accordance with clause 1.7 to conduct a Project

**Project Contributions** means the cash contributions payable by each Party for each Project as set out in clause 7 and in accordance with clause 5 in the amounts specified in the Project Agreement.

**Project IP** means any IPR created or arising as a direct result of the conduct of a Project, but excludes copyright in a Candidate's thesis

**Protection and protection** means in relation to IPR to file, prosecute, maintain, restore, defend or enforce any patent applications, patents or other registered IPR protection

**Services** means the services (other than the Marketing Services) necessary to provide the JD Program to the Candidates, which each Party will provide in accordance with the relevant policies and procedures set out in this Agreement.
NOW IT IS HEREBY AGREED AS FOLLOWS:

1. JOINT DEGREE PROGRAM STRUCTURE

1.1 Students interested in getting admitted into the JD Program shall first be made an offer to a PhD program at either Institution as per the selection procedures of that Institution. The Institution shall be called the Home Institution. The admission to the JD Program shall be subjected to the normal application and selection criteria and other entrance requirements for entry into the PhD program at the Partner Institution, this institution shall be called the Host Institution. Subject to clause 2.2, the selection of the Candidates into the JD Program will be carried out by the Academic Program Directors according to the admission procedures at both Institutions. Admitted Candidates shall enroll into the JD Program in parallel at both Institutions on a full-time basis, unless otherwise agreed to in writing by the Parties. If the selected Candidate has already commenced a PhD at their Home Institution, they may transfer into the JD Program upon enrolment at the Host Institution.

1.2 Selection of supervisors shall conform to the policies in force at the respective Institutions.

1.3 The primary supervisor shall be from the Home Institution. There must be a co-supervisor from the Host Institution.

The Projects

1.4 The Parties will enter into a separate Project Agreement with respect to each individual Project and Candidate, based substantively on the form attached in Schedule 2.

1.5 Each Project will commence upon the date specified in the Project Agreement and continue for the term, in which the Candidate is enrolled in the JD Program, as specified in the relevant Project Agreement.

1.6 Neither party will commence any work on a Project until an authorised signatory of each of the Parties have executed a Project Agreement and the selected Candidate has enrolled into the JD Program at both institutions.

1.7 Each Project Agreement constitutes a separate binding contract between the Parties in accordance with its terms and incorporates all relevant terms of this Agreement with respect to that Project.

Candidate involvement

1.8 Upon offer of entry into the JD Program, the student will receive from both Parties written advice relating to the requirements of the JD Program that will include any applicable requirements for their Candidature at the Host Institution.

1.9 Subject to clause 11.1, prior to a Candidate commencing involvement in a Project, the Parties will ensure the Candidate enters into a written Student Deed (as attached to Schedule 2) that addresses the ownership, assignment and licensing of Project IP, confidentiality and publication consistent with the Project Agreement.

1.10 If either Party receives notice that a Candidate wishes to defer or vary his/her Candidature, the Parties will discuss in good faith whether the requested variation can be granted in accordance with the policies of both Institutions.

1.11 Subject to clause 9, if a Candidate withdraws from his/her Candidature or is otherwise terminated, the relevant Project Agreement will be terminated. Following termination of the Project Agreement, the Parties may elect to enter into a new agreement and select an alternative Candidate.

2. ACADEMIC PROGRAM DIRECTORS and DOCTORAL ADVISORY COMMITTEE:

2.1 Each Party will appoint an Academic Program Director who will liaise with the other Party’s Academic Program Director to ensure the proper performance of the duties and obligations of the parties to this Agreement, that the standards of instruction and assessment are to a level acceptable to the Parties, and that all matters of any academic nature which affect the conduct of the JD Program and individual Projects are carried out in accordance with rules, policies and procedures of both Parties. As at the commencement of this Agreement, each Party’s Academic Program Director is the individual specified in Schedule 1.

2.2 Without limitation, the Academic Program Directors will:

LEG/17869
(a) meet at least twice per year, or more often if required, by agreement between the Parties;

(b) manage the recruitment and selection of candidates, including nomination of LTU and IITK staff to selection panels;

(c) consider and discuss matters relating to Candidates' academic conduct, progress and outcomes; and

(d) make suggestions for JD Program improvement.

2.3 The Parties shall also establish a Doctoral Advisory Committee, the primary functions of which are to:

(a) establish and maintain detailed requirements of the JD Program, including for examination, progress and candidature management, where they differ from the single PHD requirements and policies of each Institution;

(b) conduct an annual review of the JD Program, the individual Project(s), the Services and the Marketing Services;

(c) monitor, through receipt of annual and ad hoc reports, the ongoing academic quality and operational viability of the Program and any individual Project or Candidate;

(d) acknowledge the appointment of each Party's Academic Program Director;

(e) issue directives to the Academic Program Directors to address issues of concern raised in the course of the annual review referred to in paragraph (b) of this clause 2.3;

(f) as requested and on its own initiative from time to time, provide oral and written advice to the academic and corporate governance areas of each party as to the ongoing academic quality and operational viability of the Program or any individual Project (or both);

(g) consider and approve any proposed changes to project topic, supervision arrangements and variation of candidature;

(h) negotiate and manage the expansion, extension, expiration or termination of this Agreement;

(i) mediate disputes between the Parties arising under this Agreement in accordance with clause 17;

(j) as required from time to time, form subcommittees to oversee the JD Program, the individual Project(s) including any management for each individual Project, the Services or the Marketing Services; and

(k) discharge any other functions assigned to it elsewhere in this Agreement or by further written agreement between the Parties.

2.4 The Doctoral Advisory Committee must meet at least once every 6 months and shall be comprised of at least 2 general members from each Party and an additional person from each Institution to act as act as Chair on a rotating basis for a period of 12 months. Questions before the Doctoral Advisory Committee shall be resolved by way of a vote from each general member and the Chair ("resolutions"). For a resolution to be passed, at least one general member from each Party must vote in favour of the resolution.

2.5 Each Party shall, when using the other Party’s premises or facilities, comply with all reasonable directions and procedures relating to occupational health, safety and security in effect at those premises or in regard to those facilities, as notified by the other Party or as might reasonably be inferred from the use to which the premises or facilities are being put.

3. COURSEWORK REQUIREMENTS

Each Candidate must satisfy the minimum academic coursework requirements of the Home Institution. Alternative courses may be taken when recommended by the Doctoral Advisory Committee. If a Candidate credits a course in one Institution, the credits may be transferred to the other Institution and will be counted towards the degree requirement.
4. CONFIRMATION OF PHD CANDIDATURE AND PROGRESS MANAGEMENT

4.1 Candidates shall be required to meet the confirmation requirements of both Institutions at the end of the first year of the probationary PhD period and other progress milestones as required by either Institution.

4.2 Where those requirements conflict or create unnecessary duplication of work, the Doctoral Advisory Committee will determine the means of confirmation within the policy requirements of both Institutions, including but not limited to options for joint seminars via video-conferencing.

4.3 Candidates may apply to postpone their confirmation or any other progress milestone at either Institution to align with the requirements of the other Institution. The Doctoral Advisory Committee shall ensure that both Institutions receive documentation related to all progress milestones for each Candidate.

4.4 Where a Candidate does not meet the confirmation requirements under policy requirements for either Institution, subject to clause 8, the Candidate shall no longer be eligible to participate in the JD Program.

5. PRIMARY OBLIGATIONS OF BOTH PARTIES

Services provided

5.1 Each Party will provide all Services throughout the Term in accordance with relevant rules, policies and procedures of LTJ and IITK and in accordance with this Agreement. Each Party must ensure that it obtains or has obtained, as required from time to time, all necessary written approvals from relevant governmental bodies in the country where the Home Institution is based in relation to the JD Program and the Services. The Services provided by the Parties will include, without limitation:

(a) all administration services necessary for the enrolment, management and administration of Candidates in the conduct and provision of the JD Program, noting that the overall responsibility for each Candidate will rest with the Home Institution;

(b) provision of an appropriate orientation to the Candidates at the beginning of their Candidature, which includes such information, instruction and training as necessary to enable Candidates to undertake their Candidature in a safe manner and to comply with the applicable policies, rules and regulations of LTJ and IITK;

(c) provision for all Candidates enrolled in the JD Program of in-house library facilities consisting of essential texts, reference materials, journals and other materials necessary for the provision of the JD Program;

(d) the provision of a desk space, computer facilities, access to and use of laboratory, clinical teaching and the research facilities and video conferencing facilities to Candidates necessary for the provision of the JD Program;

(e) the provision of personal counselling services, and academic, course and career advice to all Candidates;

(f) notifying the Home Institution of any safety-related incidents affecting the Candidates, while at the Host Institution;

(g) co-operation between the Institutions and facilitation as necessary, (including providing the means of communication including video conferencing where considered necessary by other party, provided 5 Business Days’ prior written notice is given), where:
   (e) Candidates have invoked student grievance processes and procedures at either Institution;
   (b) Either Institution has invoked any disciplinary or dismissal process in relation to any Candidate;

(h) including ensuring that Candidates have the opportunity to be heard by the Home Institution in any misconduct, academic progress or other processes of the other Institution;

(i) as requested from the Host Institution, provision of office space, administrative support and communication facilities (including email, telephone and facsimile) for visiting supervisors, employees and agents where applicable from the Home Institution.
of the reimbursable expense net of input tax credits (if any) to which the other Party is entitled in respect of the reimbursable expense.

6. TIME DURATION

6.1 Candidates shall spend a minimum of one and up to two years located at the Host Institution. He/She may take additional courses at the Host Institution as recommended by the Academic Program Director.

6.2 As far as possible, the minimum and maximum (if applicable) duration of the Project 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 Candidates enrolled in the JD Program shall be entitled to leave benefits aligned to the normal leave benefits of the Home Institution.

7. FEES, LIVING ALLOWANCES AND EXPENSES

7.1 Both the Home Institution and Host Institution will provide fee relief scholarships to all Candidates selected via a competitive process to enrol in the JD Program.

7.2 Unless otherwise agreed to in the Project Agreement, all Candidates enrolled and supported under this arrangement shall be entitled to a living allowance/stipend awarded via a competitive basis. Those Candidates whose Home Institution is LTU shall be provided with a La Trobe Postgraduate Research Scholarship with the value and conditions in accordance with the terms and conditions of the scholarship determined by LTU. During the period these Candidates are at IITK, they are entitled to receive top-up scholarship from IITK, which will cover basic living expenses, including accommodation on campus. Candidates 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 at LTU. During the period these candidates are at LTU, these Candidates shall receive a top-up from LTU to the stipend paid by IITK to bring the IITK stipend to the level of a La Trobe Postgraduate Research Scholarship. In addition, the Home Institution will provide to each Candidate funding to cover one economy return airfare between India and Australia.

8. WITHDRAWAL AND TERMINATION OF CANDIDATURE FROM THE JD PROGRAM

8.1 Subject to clause 15, either Institution may apply procedures for withdrawal and termination (for any approved reason, including unsatisfactory progress) of candidature in consultation with the Doctoral Advisory Committee via the Academic Program Director. The Doctoral Advisory Committee shall liaise between both Institutions in reviewing the potential withdrawal or termination of enrolment in accordance with the policies of both Institutions and shall be responsible for advising the Candidate of the outcome of this process and advising the Parties to terminate the Project Agreement.

8.2 Upon withdrawal of a Candidate, either Institution may elect to re-enrol the Candidate into a single PhD course at the Home Institution if this is an appropriate course of action.

9. THESIS REVIEW REPORTS & VIVA VOCE EXAMINATION

9.1 Evaluation of thesis by external examiners, including any requirement for conducting a final viva-voce examination shall, in general follow the processes and procedures of the Home Institution. However, each 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 counterpart testamurs shall be awarded for the one-degree by both Institutions in line with their respective protocols/styles. The wording in each counterpart testamur must indicate unambiguously that the degree is being awarded jointly with the Host Institution (by name) for the same thesis. Sample testamurs are attached to this Agreement.

LEG/17869
11. STUDENT OBLIGATIONS

11.1 The Candidates shall be subjected to the statutes, rules, regulations, policies, codes and procedures of 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, unless the Project involves individual funding agencies or grant-making organizations, where the ownership of Project IP will be determined as set out in the Project Agreement.

11.2 Notwithstanding Clause 9, an Institution may suspend, vary the terms of, or terminate a Candidate’s enrolment or candidature 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 JD Program.

12. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

12.1 The ownership of Background IP shall not be altered or transferred or assigned merely by virtue of its use for the purposes of this Agreement or a Project Agreement. Each Party grants to the other Party a non-exclusive, non-transferable, royalty-free licence to use its Background IP to the extent necessary to carry out a Project in accordance with this Agreement and a Project Agreement but for no other purpose.

12.2 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 IP or Project IP created under clause 12.3, will belong to that Institution and may not be made use of except for the purposes of this Agreement or a Project Agreement without that Institution’s prior written consent.

12.3 Subject to clause 12.1, where the Institutions jointly develop Intellectual Property Rights, inventions and innovations as a result of the research work of the Candidates working under the supervision of the supervisor and co-supervisor the terms with respect to title and exploitation of all Project IP will be negotiated on a case-by-case basis having regard for each Institution’s policies and governance requirements and the terms and conditions imposed by any individual funding agencies or grant-making organizations as set out in the Project Agreement. For the avoidance of doubt, the Parties agree that all rights, title and interest in the Project IP will be owned solely by the Party, or jointly by the Parties, that contribute to its development or creation and, in the case of jointly owned Project IP, the relevant Parties will own the Project IP as tenants in common in shares proportionate to their respective intellectual contributions to the development or creation of that Intellectual Property, unless otherwise set out in the Project Agreement.

Having regard to any requirements to protect potentially commercially valuable Project IP, each Party grants to each other Party a non-exclusive, non-transferable, permanent, irrevocable, royalty-free, worldwide licence to use the Project IP they own for:

(a) non-commercial research, education and training purposes; and
(b) publication purposes (subject to clause 10 of this Agreement).

12.4 The Parties each agree to provide to the other Party written notice (within a reasonable time) of any Project IP that may have potential commercial value if and when it becomes aware of such Project IP. The Parties shall decide jointly what, if any, measures should be taken to protect the identified Project IP, including any steps to maintain the confidentiality of the Project IP until such steps can be taken to its obtain its protection.

12.5 Subject to clause 12.6, unless otherwise agreed, LTU will have the sole and exclusive right to Commercialise and to Protect the Project IP.

12.6 The Parties shall confer to agree in good faith on:

(a) the filing of any Protection in the name of LTU and how costs of such Protection will be borne by the Parties; and
(b) the proceeds of any Commercialisation as to to fairly shared in any commercial return associated with the Project IP, having regard to the respective contributions of the parties to the creation of the Project IP and any Commercialisation costs including but not limited to those in clause 12.6(a).
12.7 Nothing in this Agreement will inhibit the right of a Candidate to have their thesis examined and a copy of his/her thesis lodged in the library of each Institution (including a digital copy).

12.8 Notwithstanding anything to the contrary in clause 12.3, each Candidate shall own the copyright in his/her thesis.

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

13. CONFIDENTIALITY

13.1 Each Party may use Confidential Information of the other Party only for the purposes of and in accordance with this Agreement.

13.2 Each Party acknowledges that all Confidential Information disclosed by one Party to the other, whether existing prior to the commencement of this Agreement or created or provided under or in relation to this Agreement, is confidential and shall be kept confidential and shall not be disclosed to any person without prior written consent of the disclosing Party.

13.3 Each Party shall assume responsibility for the actions of its employees, officers, agents and subcontractors who have access to the Confidential Information and shall ensure that its employees, officers, agents and subcontractors are aware of and strictly observe and comply with the confidentiality obligations created under this Agreement.

13.4 Upon termination of this Agreement, each Party shall return to the other Party all copies of any Confidential Information disclosed Party by the other Party provided that each Party is entitled to retain in confidence a copy of the Confidential Information for its record keeping purposes as required by law and for the purpose of determining the scope of its obligations under this Agreement.

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 six (6) years. Thereafter, it shall renew itself automatically for successive periods of six (6) 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 Candidate already enrolled in the JD Program who are eligible to complete their candidature, to continue and complete the requirements for the JD Program in which they are enrolled and to be awarded the joint degree upon successful completion of the JD Program. If it is not possible for a Candidate to satisfy the requirements of and complete the JD Program, the Parties shall endeavor to allow that Candidate, 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 Candidate shall be given credit for all relevant units previously undertaken by the Candidate at the other Institution as part of the JD Program in accordance with the policies and protocols of the Institution where the Candidate will complete the requirements of his/her PhD.

15.3 If the Agreement is terminated and if the Candidate 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 Candidate 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 Candidate to complete the JD Program or a PhD at either Institution.

16. AUSTRALIAN GOVERNMENT ESOS ACT AND OBLIGATIONS UNDER THE ESOS ACT

16.1 IIITK acknowledges that Australian law requires providers of education and training courses to overseas students to be registered and sets out other requirements with which LTU and its representatives have to comply. These are contained in a number of statutes including the Higher Education Support Act 2003, Tertiary Quality and

LEG/17869
Standards Agency Act 2011, the Education Services for Overseas Students Act 2000 ("ESOS Act") and the National Code, which is made under and forms part of the ESOS Act. ITTK acknowledges that it has been made aware of these Australian legal requirements and agrees to comply with those requirements.

16.2 Without limiting clause 16.1, ITTK will:

(a) in conjunction with LTU, devise a strategy to promote LTU as a study destination to ITTK's students in accordance with all relevant Australian legislation;

(b) inform prospective students accurately about the requirements of LTU courses or the JD Program using material supplied by LTU;

(c) if fees and other charges are payable by students, advise students of the method of payment of fees and other charges to LTU and ensure students make all fees and charges payable to LTU;

(d) ensure that any relevant fees and charges accompany application and acceptance of offer documents;

(e) advise students that they are required by Australian Department of Immigration and Multicultural Affairs to provide to LTU a current residential address in Australia for the period that the student is enrolled at LTU in Australia;

(f) if a student's visa application is refused, advise the student that LTU will refund the student's fees and obtain an address from the student and forward this address to LTU;

(g) make sure that all necessary evidence and documents accompany a student's application or acceptance of offer;

(h) make available any offer documents received from LTU to the student within three days of receiving the offer documents; and

(i) not commit LTU to accept any prospective student into the JD Program.

16.3 Without limiting clause 16.2, ITTK will give to prospective students, before they complete an application for enrolment in any LTU course, including the JD Program and Project(s), information provided to ITTK about

(a) LTU and its facilities, equipment and learning resources;

(b) the duration of any course, the JD Program and Project(s) and teaching and assessment methods, the course fees and refund conditions (if applicable);

(c) if the information pertains to a course or the JD Program conducted in Australia, living in Australia and the local environment of the relevant campus, including information about campus location and costs of living;

(d) the minimum level of English language ability, educational qualification and work experience (if any) required for acceptance into a course;

(e) visa requirements which will need to be satisfied by the prospective student including English language proficiency levels; and

(f) the requirement that students who come to Australia on a student visa will have a primary purpose of studying and will study on a full time basis and that school age dependents who accompany students to Australia may be required to pay full fees if they enrol in either government of non-government schools.

16.4 LTU will:

(a) give ITTK sufficient information to enable ITTK to comply with its obligations under clauses 16.2 and 16.3;

(b) help ITTK to access information about visa requirements and the process of visa applications;

(c) inform ITTK of the legal or regulatory conditions for visa requirements and any changes to those requirements promptly after becoming aware of any such changes; and

(d) inform ITTK of any changes to the ESOS Act or the National Code requirements promptly after becoming aware of any such.
17. DISPUTE RESOLUTION

17.1 At all times during this Agreement the Parties shall co-operate with each other and act in good faith to resolve any dispute or disagreement touching on or concerning this Agreement or the respective obligations under this Agreement. Without limitation, this will involve good faith negotiations in the first instance by the Doctoral Advisory Committee established under clause 2. A resolution to resolve a dispute shall be passed in accordance with the ordinary procedure set out in clause 2 for the passage of resolutions.

17.2 If the Doctoral Advisory Committee is unable to resolve a dispute under clause 17.1, then either Party may, at the expiration of thirty (30) days after the day on which the Doctoral Advisory Committee last met in an attempt to resolve the dispute, then either Party may refer the dispute to a mediator agreed by the Parties; if the Parties cannot agree about who should be the mediator within a further 14 days (or within such further period as the parties agree), either Party may ask the President or Senior Office Bearer of the Victorian Chapter of the Australian Institute of Arbitrators to appoint a mediator.

17.3 The Parties agree to attend any mediation arranged under clause 17.2 and to endeavour in good faith to settle the dispute by mediation before having recourse to arbitration or litigation.

17.4 Unless otherwise agreed between the Parties in writing, the Parties are equally liable for the costs of the mediation. However each Party must bear its own costs associated with attending the mediation.

17.5 Clause 17 does not affect the right of a Party to take legal proceedings to obtain urgent interlocutory relief.

18. Publication

18.1 Each Party must not make any public announcement or issue any public relations, promotional material, or press release relating to a Project, including the results of a Project without first having obtained the prior written consent of the other Party to publish, that requires providing at least 45 days' written notice and a copy of any proposed publication to the non-disclosing party before it can be published.

18.2 The non-publishing party may impose such conditions on its approval under clause 18.1 as it deems fit in its reasonable discretion, including without limitation to protect any Confidential Information, Project IP or other IPR of that Party.

18.3 Each Party shall acknowledge the other's contributions in all academic publications prepared by that Party which concern the research conducted pursuant to this Agreement in accordance with accepted academic practices.

18.4 Each Party shall comply with the Moral Rights of any authors of any Material. This includes without limitation:
   (a) naming all authors in the publication of any Material;
   (b) submitting a proposed publication of any Material which has been modified to and consult with the authors who shall respond within 45 days prior to the publication of the final report in any modified form; and
   (c) any of the authors of any Material having the right not to be named as an author of the publication in the event that the Material has been modified or altered in any way.

19. Insurance and liability clause

19.1 LTU will effect and maintain the following insurance and, if and when required by ILTK, provide evidence of:
   (a) public and products liability insurance or similar coverage to a limit of at least $20,000,000;
   (b) professional indemnity insurance or similar coverage to a limit of at least $5,000,000 including run-off cover for six years after the completion of the Project;
   (c) workers' compensation and employer's liability insurance covering all actual or deemed employees for the party's activities and as required by law.

19.2 ILTK will effect and maintain the following insurance and, if and when required by LTU, provide evidence of:
   (a) Student personal and accident insurance;
   (b) Professional indemnity insurance; and
   (c) any other insurance as required by law.
19.3 Each Party shall indemnify and keep indemnified the other Party from and against all liability, loss, damage, cost or expense arising from any negligent, wilful or unlawful act or omission on the part of the first mentioned Party or its employees, agents, subcontracts or consultants in connection with this Agreement.

19.4 A Party's liability to indemnify the other Party under this clause 19.3 will be reduced proportionately to the extent that any act or omission involving fault on the part of the indemnified Party contributed to the relevant liability, loss, damage, cost or expense.

19.5 IITK warrants and confirms:
(a) it has the legal capacity and power to enter into this Agreement;
(b) entering into this Agreement will not breach any obligation or result in any third party being entitled to withdraw any right granted to IITK; and
(c) it holds and will maintain all necessary Authorisations to lawfully provide the Program, the Project(s), Services and Marketing Services within (and, in relation to the Marketing Services, without) India.

19.6 LTU warrants and confirms:
(a) it has the legal capacity and power to enter into this Agreement;
(b) entering into this Agreement will not breach any obligation or result in any third party being entitled to withdraw any right granted to LTU; and
(c) it holds and will maintain all necessary Authorisations to lawfully provide the Program, the Project(s), Services and Marketing Services within (and, in relation to the Marketing Services, without) Australia.

19. Publicity

19.1 All press releases, advertisements or other announcements relating to this Agreement will be made jointly with the prior written approval of each Party.

19.2 Neither Party shall use the name or logo of the other Party in any press release, advertising or other promotional activity or refer to this Agreement in any such promotional activity without the express prior written consent of that Party.

20. Privacy

20.1 Each Party agrees that in carrying out this Agreement and any Project they will comply with the Privacy Laws.

20.2 Without limiting clause 20.1, each Party agrees that any personal information or health information about an individual transferred to it by the other for the purposes of this Agreement shall be handled in accordance with:
(a) the relevant legal requirements applying in the jurisdiction where the transferring Party is based; or
(b) if the relevant legal requirements applying in the jurisdiction where the transferring Party is based are substantially more stringent than the legal requirements applying in the jurisdiction where the receiving Party is based—the relevant legal requirements applying in the jurisdiction where the transferring Party is based; or
(c) if no relevant legal requirements exist in the jurisdiction where the transferring Party is based—the relevant legal requirements applying in the jurisdiction where the receiving Party is based.

20.3 In the case of LTU, the relevant legal requirements are contained in the Privacy Laws as set out in the Privacy and Data Protection Act 2014 (Vic) and the Health Records Act 2001 (Vic), information about which can be found at http://www.latrobe.edu.au/privacy/laws-principles.

20.4 For the purposes of this clause 20, “health information” has the meaning given in the Health Records Act 2001 (Vic), and “personal information” has the meaning given in the Privacy and Data Protection Act 2014 (Vic), both as in force from time to time.

20.5 IITK must notify LTU immediately if:
(a) IITK becomes aware that use or disclosure of the Personal Information is required or authorised by or under law; or

(b) IITK becomes aware that the Personal Information has been used or disclosed in contravention of this clause, promptly give LTU notice of the full details of the contravention; and

(c) LTU's knowledge of, or response to, any such notice, in whatever form, does not affect any other rights of LTU under this Agreement.

21. General

21.1 Any provisions of this Agreement which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected.

21.2 This Agreement constitutes the entire agreement between the Parties. This Agreement may only be varied by the further written agreement signed by the Parties.

21.3 Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

21.4 No failure to exercise or delay in exercising any right, power or remedy by a Party will operate as a waiver nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy.

21.5 Neither Party shall assign or purport to assign any right under the Agreement without the prior written consent of the other Party.

21.6 All references in this Agreement to any statutory enactment or law shall mean and be construed as references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions.

21.7 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force except to the extent that the provisions to be severed would materially change the substance of this Agreement. In which case the Parties will negotiate in good faith to seek agreement on a replacement provision that is valid and enforceable and will as far as possible, give effect to the intention of the Parties.

21.8 Each Party will bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

21.9 This Agreement may be executed in counterparts, which may be exchanged and relied on by the recipient in the form of a facsimile or digital scan.

21.10 This Agreement shall be construed and governed in accordance with the laws of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts of Victoria.
Execution

Executed as an agreement

Signed for and on behalf of
LA TROBE UNIVERSITY
by an authorised signatory
in the presence of:
Signature of Witness

Signed for and on behalf of
INDIAN INSTITUTE OF TECHNOLOGY KANPUR
by an authorised signatory
in the presence of:
Signature of Witness

Date: 4/10/2017

Date: 04/10/2018
Schedule 1 – Details

1.1 Program overview

<table>
<thead>
<tr>
<th>Program title</th>
<th>Joint PhD in Molecular Sciences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date</td>
<td>Date of execution of this Agreement.</td>
</tr>
<tr>
<td>Term</td>
<td>6 years</td>
</tr>
<tr>
<td>LTU's Academic Program Director</td>
<td>Name: Professor John Moses</td>
</tr>
<tr>
<td></td>
<td>Title: Professor of Organic Chemistry</td>
</tr>
<tr>
<td></td>
<td>Phone: +61 4 1997 5645</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:J.Moses@latrobe.edu.au">J.Moses@latrobe.edu.au</a></td>
</tr>
<tr>
<td>IITK's Academic Program Director</td>
<td>Name: Professor Rethish Kumar</td>
</tr>
<tr>
<td></td>
<td>Title: Associate Dean International Relations</td>
</tr>
<tr>
<td></td>
<td>Phone: +91 512 259 7660</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:adir@iitk.ac.in">adir@iitk.ac.in</a></td>
</tr>
<tr>
<td>LTU's address for notices</td>
<td>Attention: Dean of Graduate Studies</td>
</tr>
<tr>
<td></td>
<td>Address: La Trobe Graduate Research School</td>
</tr>
<tr>
<td></td>
<td>La Trobe University, Victoria 3086</td>
</tr>
<tr>
<td></td>
<td>Phone: +61 3 9479 1485</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:partnerships.grs@latrobe.edu.au">partnerships.grs@latrobe.edu.au</a></td>
</tr>
<tr>
<td>IITK's address for notices</td>
<td>Attention: Associate Dean International Relations</td>
</tr>
<tr>
<td></td>
<td>Address: Indian Institute of Technology Kanpur</td>
</tr>
<tr>
<td></td>
<td>Kanpur-208016, UP, India</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:adir@iitk.ac.in">adir@iitk.ac.in</a></td>
</tr>
</tbody>
</table>

LEG/17369
Schedule 2 – Project Agreement Template
This Project Agreement is entered into pursuant to and subject to the terms of the Joint Doctoral Degree Program Agreement between the parties dated [insert] with reference LEG/17869

<table>
<thead>
<tr>
<th>Parties</th>
<th>LA TROBE UNIVERSITY (ABN 64 804 735 113) a body corporate constituted in accordance with the La Trobe University Act 2009, Victoria, Australia 3086 (LTU)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title</td>
<td></td>
</tr>
<tr>
<td>Reference No.</td>
<td></td>
</tr>
<tr>
<td>Project plan</td>
<td>As attached in Annexure A.</td>
</tr>
<tr>
<td>Risk Assessment</td>
<td>As attached in Annexure B. Prior to the commencement of the Project, a Risk Assessment for the Project must be completed</td>
</tr>
<tr>
<td>Project start date</td>
<td></td>
</tr>
<tr>
<td>Project end date</td>
<td></td>
</tr>
<tr>
<td>Progress milestone dates</td>
<td></td>
</tr>
<tr>
<td>Project Contributions</td>
<td></td>
</tr>
<tr>
<td>Time(s) for payment</td>
<td>Each Party to invoice the Other Party every 6 months beginning from the Project start date and ending on the Project end date</td>
</tr>
<tr>
<td>Proposed dates of location at Host Institution</td>
<td></td>
</tr>
<tr>
<td>LTU investigators</td>
<td></td>
</tr>
<tr>
<td>Principal supervisor</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>School:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Other LTU investigators</td>
<td></td>
</tr>
<tr>
<td>IITK investigators</td>
<td></td>
</tr>
<tr>
<td>Co-supervisor</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>School:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Other IITK investigators</td>
<td></td>
</tr>
<tr>
<td>Student details</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>School/course?</td>
<td></td>
</tr>
<tr>
<td>Completion date?</td>
<td></td>
</tr>
<tr>
<td>Project IP (refer clause 12)</td>
<td>The parties agree that all rights, title and interest in the Project IP for the Project shall be owned by LTU</td>
</tr>
</tbody>
</table>

LEG/17869
<table>
<thead>
<tr>
<th>Student Deed</th>
<th>As attached to Annexure A. Prior to commencement of the Project, the Student must execute the Student Deed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background IP</td>
<td>LTU:  IITK:</td>
</tr>
<tr>
<td>In-Kind contributions</td>
<td>LTU:  IITK:</td>
</tr>
<tr>
<td>Additional cash contribution</td>
<td>LTU:  IITK:</td>
</tr>
<tr>
<td>Special Conditions</td>
<td></td>
</tr>
</tbody>
</table>

Executed as an agreement

Signed for and on behalf of  
LA TROBE UNIVERSITY  
by an authorised signatory  

Date: ..... / ..... / ..... 

Signed for and on behalf of  
INDIAN INSTITUTE OF TECHNOLOGY KANPUR  
by an authorised signatory  

Date: ..... / ..... / ..... 

LEG/17869
Annexure A

Project Plan

[TO BE ATTACHED]
Annexure B

Risk Assessment

The Principal Investigator/Research/supervisor will be required to undertake a project risk assessment for each individual Project, that considers the National Standards, as well as project, operational, reputational and compliance risk that LTU and IITK may face by undertaking the research as set out in the Project Agreement.

[TO BE ATTACHED – if applicable]
DEED

Intellectual Property and Confidentiality Deed for Students Participating in the Project entitled

To La Trobe University ("the University"),

I, .................................................................................................................................................., have agreed to participate in the project entitled "......................................................................................................................" ("the Project") subject to the University's statutes, regulations, policies and procedures as amended from time to time, including but not limited to the University’s Intellectual Property Policy and Procedures.

I agree as a condition of my participation in the Project to assign to the University ownership of all intellectual property arising out of the Project ("Project Intellectual Property") that I may create as a result of my participation in the Project, except that copyright in my thesis will remain vested in me.

I grant to the University a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, communicate, modify and exploit intellectual property which was created by me prior to my participation in the Project and is used in the Project.

I understand that if I create an invention during the course of the Project, the University will recognise me as an inventor for the purpose of allocating such share of net proceeds accruing to inventors in accordance with the University’s Intellectual Property Policy and Procedures.

I agree:

(a) to keep secure and confidential and not to disclose without the written consent of the University any information provided to me in relation to the Project which by its nature is confidential or is identified as being confidential ("Confidential information")
(b) not to copy or reproduce any Confidential Information (in whole or in part) or to use any Confidential Information for any purpose other than as required to participate in the Project without the prior written approval of the University
(c) not to publish any papers, journal articles or give any presentation in relation to the Project without first obtaining the consent of the University; and
(d) to execute all documents that may be necessary in order to give effect to this Deed or to register any Project Intellectual Property.

I understand that nothing will prevent me from providing my thesis or paper to an examiner for assessment provided that the University may require the thesis or paper to be submitted to the examiners in confidence, and that I may be required to keep such parts of my thesis or paper as contain any material which is of commercial importance to a party involved in the Project in confidence for a reasonable period to allow that party to obtain protection for the intellectual property.

I understand and agree that my responsibilities and obligations under this Deed will continue after completion of the Project and my enrolment with the University.

I understand that this Deed is a binding legal agreement and I have obtained independent legal advice prior to entering into this Deed, or have chosen not to obtain independent legal advice, and that I have signed this Deed of my own free will.

LEG/17869
This Deed is effective upon the date of signing.

Signed, sealed and delivered by the Student:

Signature: ____________________________________________  Date: ____________________________

Name: ____________________________________________
DRAFT ONLY

By authority of the University

Sample Name

having satisfied the requirements was admitted to the degree of

DOCTOR OF PHILOSOPHY

Awarded jointly with INDIAN INSTITUTE OF TECHNOLOGY KANPUR

Given under the Common Seal of LA TROBE UNIVERSITY

On the [day] of [month] [year]

Chancellor

Vice-Chancellor and President

LEG/17859