Research Affiliation Agreement:

IIT Kanpur-La Trobe University Research Academy

La Trobe University

Indian Institute of Technology Kanpur

Ref: LEG/TM/19893, 20 February 2020
Parties

La Trobe University (ABN 64 804 735 113) a body corporate constituted in accordance with the La Trobe University Act 2009, Victoria, Australia 3086

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

Background

A. LTU and IITK have entered into a memorandum of understanding dated 25 April 2018 to discuss cooperation between them in the fields of education, research and social services.

B. On 4 October 2018, the Parties entered into an Agreement for Joint Degree Program: Doctor of Philosophy.

C. On 2 September 2019, the Parties entered into a further Memorandum of Understanding to discuss potential for further cooperation between them in establishing a joint research academy and conducting other collaborative and industry research.

D. The Parties now wish to enter into this Agreement to establish the joint research Academy and to define their respective rights and obligations in respect of the Academy and associated Research Activities.

Agreement

1. Interpretation

1.1 In this Agreement unless the contrary intention appears:

- **Academy** means the research academy established by the Parties pursuant to clause 3.1
- **Academy Staff** has the meaning set out in clause 4
- **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
- **Associate Staff** has the meaning set out in clause 4
- **Authorisation** means any legally required consent, authorisation, registration, filing, lodgement, agreement, notarisation, 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 Date or is created or acquired independently of this Agreement after the Commencement Date and is made available to the other Party for the purposes of this Agreement or a Research Activity, and includes the Background IP set out in a Research Activity Agreement
- **Candidate** has the meaning set out in the Joint Degree Program Agreement
- **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.

Commencement Date means the date so specified in Schedule 1
Contributions means the cash and/or in-kind contributions of a Party set out in Schedule 1
Doctoral Advisory Committee means the Doctoral Advisory Committee established pursuant to the Joint Degree Program Agreement
End Date means the date so specified in Schedule 1
Establishment Date means the date so specified in Schedule 1
Intellectual Property or IPR includes copyright, 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 fields.
Joint Degree Program Agreement means the Agreement for Joint Degree Program: Doctor of Philosophy between the Parties dated 4 October 2018 as varied from time to time
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 falsely 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

Objectives means the objectives of the Academy set out in Schedule 2
Project IP means any IPR created or arising as a direct result of the conduct of a Research Activity, but excludes copyright in a Candidate’s thesis (or such other student approved to participate in a Research Activity in accordance with clause 5)
Protect and protection means in relation to IPR to file, prosecute, maintain, restore, defend or enforce any patent applications, patents or other registered IPR protection.
Research Activity means the research activities to be conducted by the Parties under this Agreement, including research projects and research training
Research Activity Agreement means a written agreement between the Parties to conduct a Research Activity, as set out in clause 5
Staff Appointments means those employees and honorary staff members appointed to the Academy by agreement of the Parties from time to time in accordance with clause 4, and includes the Academy Staff and the Associate Staff

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
(a) words denoting the singular include the plural and vice-versa and words denoting a gender include other genders.
(b) a reference to dollars, AUD or $ means Australian dollars and a reference to rupees, INR or ₹ means Indian rupees; unless otherwise agreed, all amounts payable between the parties under this agreement are payable in Australian dollars
(c) if a word or phrase given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning
(d) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority
(e) references to the word 'include' or 'including' are to be construed without limitation
(f) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement
(g) headings are inserted for convenience only and do not affect the interpretation of this Agreement; and
(h) a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

2. Term

2.1 This Agreement commences on the Commencement Date and continues until the End Date unless terminated earlier in accordance with its terms. The Parties may agree to extend this Agreement by further written agreement between them.

3. Academy

3.1 The Parties agree to establish the Academy from the Establishment Date set out in Schedule 1 of this Agreement:
   (a) to be known by the Academy Name set out in Schedule 1 (or such other name as agreed from time to time)
   (b) to be primarily based at IITK’s Kanpur campus in India with a hub at LTU’s Melbourne campus in Australia
   (c) staffed by the Staff Appointments in accordance with clause 4
   (d) to be managed in accordance with this Agreement and in particular clause 4; and
   (e) to conduct Research Activities from time to time in accordance with clause 5.

3.2 Each Party agrees to provide its respective Contributions for the purpose of the Academy at the times and in the manner set out in Schedule 1, in a professional and ethical manner and in accordance with this Agreement and all applicable laws regulations, and in accordance with any applicable institutional statutes, policies and procedures of a Party.

3.3 Where a cash Contribution is payable by one Party to another in Schedule 3, the recipient Party shall submit invoices for amounts payable at the times and in the amounts set out in Schedule 3 and the other Party undertakes to pay such amounts within 30 days of the end of the month in which the invoice is received.

3.4 The Parties acknowledge the Objectives of the Academy set out in Schedule 2 and agree to act cooperatively and in good faith and carry out their obligations under this Agreement in such a way as to give effect to the Objectives.

3.5 The parties will regularly review the progress of the Academy against the Objectives and in particular in accordance with the progress reports set out in Schedule 1.

4. Management and Operation

4.1 The Parties agree to establish the following committees for the management and oversight of the Academy and the Research Activities:
   (a) the Parties will establish a Steering Committee for the strategic oversight, review and management of the Academy and the Research Activities in accordance with the Objectives
and for making recommendations to the Parties concerning issues arising under this Agreement

(b) the Parties agree that the Doctoral Advisory Committee established in accordance with the Joint Degree Program Agreement will be appointed for the purpose of overseeing, assuring and approving the academic quality and standards of all Research Activities of the Academy involving Candidates

(c) the parties agree to establish an Industry Advisory Board to provide strategic advice and guidance on the external environment relevant to the Research Activities of the Academy, to identify new sources of funding for the Academy and to facilitate industry, government and non-profit sector engagement and partnerships for the Academy.

4.2 The Parties agree that the committees set out in clause 4.1 shall at the Commencement Date comprise those members set out in Schedule 1 and act in accordance with its terms of reference set out in Schedule 1, unless otherwise agreed from time to time. Unless otherwise set out in their terms of reference the committees shall regulate their own procedures at their meetings and will meet as and when required.

4.3 The Parties agree to make Staff Appointments to the Academy from time to time by agreement of the Steering Committee and in accordance with any applicable statutes, policies and procedures of either Party relating to staff appointments.

4.4 The Staff Appointments shall include:

(a) the Academy Staff set out in Schedule 1 and employed by a Party in accordance with the Contributions set out in Schedule 3 to perform the day-to-day management and administration of the Academy; and

(b) the Associate Staff set out in Schedule 1, being each Party’s research staff appointed as honorary or similar appointments to the Academy from time to time to assist in the conduct Research Activities.

4.5 The Parties agree that at the Commencement Date the Staff Appointments are those initial Staff Appointments set out in Schedule 1.

4.6 Each Party will retain responsibility for performance of Staff Appointments employed by that Party, including disciplinary action and termination of any appointment, in accordance with applicable laws and statutes and policies of that Party.

4.7 Access by Staff Appointments to each Party’s facilities, equipment, ICT systems, infrastructure and other support shall at all times be in accordance with that Party’s statutes, policies and procedures.

4.8 Subject to the Parties observing their respective obligations under this agreement, including in respect of Confidential Information or IPR, each Party acknowledges that the Parties are not carrying out research on an exclusive basis and this agreement will not preclude of the Parties engaging in activities similar to its subject matter.

4.9 Each Party must keep and accurately maintain all financial information and records relating to the Academy in accordance with the applicable Accounting Standards. This accounting information must be in a form and contain all information reasonably required by LTU, unless otherwise agreed to in writing.

5. Research Activities

5.1 The Parties will from time to time conduct agreed Research Activities pursuant to the Affiliation and consistent with the Objectives.

5.2 A Research Activity must not be initiated except:

(a) with the prior approval of both Parties;

(b) in accordance with each Party’s statutes, policies and procedures which allow for the conduct of the Research Activities.
(c) subject to the granting of all relevant licences, permits or other relevant approvals from all relevant authorities; and
(d) where a Candidate is involved in a Research Activity, then in accordance with the requirements set out in the Joint Degree Program Agreement
(e) wherever necessary, pursuant to a Research Activity Agreement between the Parties.

5.3 Unless otherwise agreed pursuant to a Research Activity Agreement, the Parties agree with respect to each Research Activity:
(a) to each provide their Contributions and to carry out their roles, responsibilities and program of research at the times and in the manner and location as set out in the Research Activity Agreement
(b) to carry out the Research Activity in an ethical, responsible, diligent and competent manner with due care and skill
(c) to comply with any applicable laws in conducting the Research Activity
(d) to ensure that their personnel have a copy of, are aware of their obligations under the Research Activity Agreement
(e) to maintain reasonable, up to date and accurate records regarding the conduct and conclusions of its part of the Research Activity and its respective Contributions
(f) to cooperate with each other in relation to any allegations of research misconduct
(g) that each Party will be responsible for obtaining such authorisations and institutional approvals, including any ethics or biosafety approvals, for the Research Activity as may be required by law and under that Party’s statutes, regulations, policies and procedures; and
(h) to comply with all relevant provisions of this Agreement with respect to the Research Activity, including without limitation this clause 5 and clauses 6 (Confidentiality), 7 (Privacy), 8 (Intellectual Property), 9 (Publication), 10 (Publicity), 11 (Insurance and liability) and 12 (Dispute Resolution)
(i) except as otherwise agreed in a Research Activity Agreement, the use, ownership and commercialisation of IPR contributed to or created under a Research Activity will be dealt with in accordance with clause 8 of this Agreement
(j) Candidates may be involved in a Research Activity as agreed in a Research Activity Agreement and in accordance with the provisions of this Agreement and the Joint Degree Program Agreement; any other students of a Party may only be involved with prior agreement of that Parties and pursuant to a Research Activity Agreement
(k) except as set out in this Agreement or a Research Activity Agreement, each Party will be responsible for its own costs and expenses incurred by it in carrying out the Research Activities; and
(l) the Parties may establish a project committee for the day to day management of a Research Activity and the committee shall regulate its own procedures at its meetings as it thinks fit and meet as and when required, and comprise such members as set out in a Research Activity Agreement or as otherwise agreed from time to time.

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

5.5 Each Party acknowledges with respect to the Research Activities that, due to the inherent nature of scientific research, there will usually be differences between forecasts and actual results as events and circumstances may not occur as expected (and these differences may be material), and no particular research result is guaranteed.

5.6 Each Research Activity Agreement will set out the specific terms and details applicable to that Research Activity, including each Party’s Contributions and investigators, any Candidates conducting the Research Activity, any Background IP of a Party, the ownership of Project IP where different to clause 8, and any special conditions applicable to that Research Activity.

5.7 As set out in Schedule 2 - Objectives, the Parties may from time to time approve the conduct of Research Activities involving third party funding, grants or collaborative involvement and the
Parties shall enter into a separate Research Activity Agreement for that purpose pursuant to and consistent with the terms of the relevant third party grant, funding or collaborative agreement.

5.8 Unless otherwise agreed, each Research Activity will continue for the term set out in a Research Activity Agreement. A Party may terminate a Research Activity Agreement by providing written notice of termination to the other Parties under the following circumstances:

(a) a Party fails to remedy a breach within thirty (30) days after another Party provides written notice of such breach

(b) if any regulatory approval, licence or authorisation, including but not limited to authorisation of any ethics committee or any government authority necessary for the conduct of the Research Activity is rejected or withdrawn and, despite reasonable efforts, the Parties are unable to amend the Research Activity to adequately take account of the change in circumstances;

(c) if a Party’s investigator set out in the Research Activity Agreement becomes unavailable to conduct the Research Activity and despite reasonable efforts by that Party to provide a suitable replacement, the Parties cannot reasonably agree on replacement personnel.

6. Confidentiality

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

6.2 Each Party acknowledges that all Confidential Information disclosed by one Party to the other, during the course of the Research Activity, is confidential and shall be kept confidential and shall not be disclosed to any person without prior written consent of the disclosing Party.

6.3 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.

6.4 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.

6.5 The provisions of this clause shall remain valid for a period of 5 years from the date of disclosure of such Confidential Information.

7. Privacy

7.1 Each Party agrees that in carrying out this Agreement and any Research Activity they will comply with the Privacy Laws.

7.2 Without limiting clause 7.1, 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 receiving 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 transferring Party is based; or
(c) if no relevant legal requirements exist in the jurisdiction where the receiving Party is based—
the relevant legal requirements applying in the jurisdiction where the transferring Party is
based.

7.3 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.

7.4 For the purposes of this clause 7, "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.

7.5 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.

8. Intellectual Property, Inventions and Innovations

8.1 For the avoidance of doubt, this clause 8 is subject to written agreement to the contrary with
respect to specific Research Activities in accordance with clause 5.

8.2 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 Research Activity 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 Research Activity in accordance with this Agreement and a
Research Activity Agreement but for no other purpose.

8.3 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared
by a Party, that is not Background IP or Project IP created under clause 8.4, will belong to that
Party and may not be made use of except for the purposes of this Agreement or a Research
Activity Agreement without that Party’s prior written consent.

8.4 Subject to clause 8.2, where the Parties jointly develop Intellectual Property Rights, inventions and
innovations as a result of the research work of the Candidate 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 due regard for each Party’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 Research Activity 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 Research Activity Agreement.

8.5 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 9 of this Agreement).

8.6 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 obtain its protection.

8.7 Subject to clause 8.8, unless otherwise agreed, LTU will have the sole and exclusive right to Commercialise and to Protect the Project IP.

8.8 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 so as to fairly share 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 cl.8.8(a)

8.9 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).

8.10 Notwithstanding anything to the contrary in clause 8.4, each Candidate shall own the copyright in his/her thesis.

8.11 Where the parties have agreed for a student of that Party other than a Candidate to be involved in a Research Activity then clauses 8.4, 8.10 and 8.11 shall also apply to IPR generated by that student.

8.12 The provisions of this clause 8 will survive beyond the termination of this Agreement.

9. Publication

9.1 For the avoidance of doubt, this clause 9 is subject to written agreement to the contrary with respect to specific Research Activities in accordance with clause 5.

9.2 Each Party must not make any public announcement or issue any publication, promotional material, or press release relating to a Research Activity, including the results of a Research Activity 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 published. If no response is received within thirty (30) days then it shall be assumed that approval has been granted by the other Party and the Party intending to publish shall be free to do so.

9.3 The non-publishing Party may impose such conditions on its approval under clause 9.2 as it deems fit in its reasonable discretion, including without limitation to protect any Confidential Information, Project IP or other IPR of that Party.

9.4 Unless otherwise agreed, academic papers published by the Academy Staff or Candidates in relation to the Academy shall list affiliation with both the Parties.

9.5 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.

9.6 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.
10. Publicity

10.1 All press releases, advertisements or other announcements relating to this Agreement will be made jointly with the written approval of each Party, except for necessary government disclosures required by law.

10.2 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 written consent of that Party.

11. Insurance and liability

11.1 Clause 19 (Insurance and liability) of the Joint Degree Program Agreement, and the parties' respective obligations set out in that clause, applies to this Agreement as if the term "Agreement" in clause 19 of the Joint Degree Program Agreement includes a reference to this Agreement.

12. Dispute Resolution

12.1 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 parties' respective obligations under this Agreement. Without limitation, this will involve good faith negotiations in the first instance by the Steering Committee established under clause 4. A resolution to resolve a dispute shall be passed in accordance with the ordinary procedure set out in clause 2 (if any) for the passage of resolutions.

12.2 If the Steering Committee is unable to resolve a dispute under clause 12.1, 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.

12.3 The Parties agree to attend any mediation arranged under clause 12.2 and to endeavour in good faith to settle the dispute by mediation before having recourse to arbitration or litigation.

12.4 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.

12.5 Clause 12 does not affect the right of a Party to take legal proceedings to obtain urgent interlocutory relief.

13. Termination

13.1 A Party may by written notice immediately terminate this Agreement if the other Party is in breach of any terms of this Agreement and the breach is not remedied within thirty (30) days of a notice from the complaining Party specifying the breach and requiring its remedy.

13.2 A Party may terminate this agreement for convenience by providing the other Party with no less than six months' notice in writing.

13.3 A Party may by written notice immediately terminate this Agreement or a Research Activity Agreement if the other Party is wound up or enters into any form of insolvency, liquidation or external administration, whether voluntary or involuntary, formal or otherwise.

13.4 Termination of this Agreement does not affect the Joint Degree Program Agreement nor any existing Research Activity Agreements which shall continue in accordance with their terms.

13.5 Termination by a Party in accordance with this Agreement shall be without prejudice to any right of action or remedy, which has accrued or may have accrued to either Party.

13.6 Clauses 6, 7, 8, 9, 10, 11, 14.5, 14.6 and 14.11 survive the termination of this Agreement.
14. General

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

14.2 Each Party agrees to do all things and execute all deed, 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.

14.3 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.

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

14.5 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.

14.6 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.

14.7 Amounts referred to in this Agreement are expressed exclusive of GST unless otherwise stated. For the purpose of this agreement “GST” means a goods and services tax imposed on the supply of goods and services (including intellectual property) under A New Tax System (Goods and Services Tax) Act 1999 (Cth). If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment.

14.8 All notices required to be given under this Agreement shall be in writing sent to the address of the Party as set out in Schedule 1 or such other address as a Party may designate by notice given in accordance with this clause. Any notice may be delivered by post and shall be deemed to have been served by post three days after posting and by email or facsimile on the day of transmission provided that the sender receives an "OK" or similar code in respect of the facsimile or email transmission. If the delivery, receipt or transmission is on a business day that day will be the day of notice, or if not delivered on a business day (or is after 5.00pm on any day), the notice is taken to be received at 9.00am on the next business day in the jurisdiction of the recipient.

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

14.10 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.

14.11 This Agreement shall be construed and governed in accordance with the laws of Victoria, Australia.
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

Date: 26/1/2020

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

in the presence of:

Signature of Witness

Date: 26/2/2020
### Schedule 1 – Details

<table>
<thead>
<tr>
<th>Academy name</th>
<th>IIT Kanpur-La Trobe University Research Academy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establishment Date</td>
<td>1 April 2020</td>
</tr>
<tr>
<td>End Date</td>
<td>5 years from the Establishment Date</td>
</tr>
</tbody>
</table>

| La Trobe address for notices | Attention: Dean of Graduate Studies  
Address: La Trobe Graduate Research School  
La Trobe University, Victoria 3086  
Phone: +61 3 9479 1485  
Email: partnerships.grs@latrobe.edu.au |
| IITK address for notices | Attention: Dean of International Relations  
Address: Indian Institute of Technology Kanpur  
Kanpur-208016, UP, India  
Email: doir@iitk.ac.in |

| Progress Reports |  
(a) Annual progress report to be submitted to the Steering Committee by the end of March each year for the term of this Agreement, commencing 2021; and  
(b) Final report to be submitted to the Steering Committee.  
Each report will be prepared and approved by the Director, Research Academy, and must include but is not limited to:  
1. Summary of research and operation activities undertaken by the Academy  
2. Report of performance of the Academy against agreed performance measures  
3. Proposed future goals and strategic direction of the Academy  
4. Summary of research training and staff development outcomes  
5. Details of Academy partners in government, industry and non-profit sectors  
6. Membership of the Academy  
7. Summary of key risks and issues along with proposed mitigation strategies |

| Steering Committee | Members  
For LTU: Deputy Vice-Chancellor (research & Industry Engagement) or nominee (co-Chair)  
Dean of Graduate Studies  
Co-Director, Research Academy  
For IITK: Director, IIT Kanpur, or nominee (co-Chair)  
Dean of International Relations  
Director, Research Academy  
Other members as agreed and appointed by the parties from time to time |

### Terms of Reference

1. Provide oversight of the strategic direction and operation of the Academy.  
2. Appoint the Director, Research Academy, and the Academic Program Director, and approve Associate Staff at the recommendation of the Doctoral Advisory Committee.  
4. Receive and approval reports submitted by the Director, Research Academy.  
5. Guide activities to promote the Academy as a global leader in research training.  
The Steering committee will meet at least four times each year.
<table>
<thead>
<tr>
<th>Doctoral Advisory Committee</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>In accordance with the Joint Degree Program Agreement, at the date of this Agreement comprising For LTU: Dean of Graduate Studies (rotating Chair) For IITK: Professor Priyanka Ghosh (rotating Chair)</td>
<td></td>
</tr>
<tr>
<td>Other members as agreed and appointed by the parties from time to time</td>
<td></td>
</tr>
<tr>
<td><strong>Terms of Reference</strong></td>
<td></td>
</tr>
<tr>
<td>In accordance with the Joint Degree Program Agreement.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Industry Advisory Board</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chair: Senior industry leader as agreed and appointed by the parties</td>
<td></td>
</tr>
<tr>
<td>Other members: Pro-Vice Chancellor (Industry Engagement), La Trobe Director, Research Academy Co-Director, Research Academy Other members as agreed and appointed by the parties from time to time</td>
<td></td>
</tr>
<tr>
<td><strong>Terms of Reference</strong></td>
<td></td>
</tr>
<tr>
<td>1. Provide strategic advice on the external environment relevant to the Research Activities of the Academy in order to achieve its aims.</td>
<td></td>
</tr>
<tr>
<td>2. Identify potential new sources of funding for the Academy.</td>
<td></td>
</tr>
<tr>
<td>3. Facilitate industry, government and non-profit sector engagement and partnerships for the Academy.</td>
<td></td>
</tr>
<tr>
<td>The Industry Advisory Board will meet at least twice a year.</td>
<td></td>
</tr>
</tbody>
</table>

| Academy Staff | Director, Research Academy appointed in accordance with clause 4 and employed by IITK in accordance with Schedule 3 |
| Co-Director, Research Academy appointed and employed by LTU in accordance with Schedule 3 |
| Academic Program Director, Research Academy, appointed in accordance with clause 4 and employed by IITK in accordance with Schedule 3 |
| Academic Program Director, Research Academy, appointed and employed by LTU in accordance with Schedule 3 |
| Administrative Staff appointed by agreement in accordance with Schedule 3 |

| Associate Staff | Research staff of either Party appointed from time to time at the recommendation of the Doctoral Advisory Committee and in accordance with each Party’s statutes, policies and procedures |

<table>
<thead>
<tr>
<th>Contributions</th>
<th>With respect to the Academy generally, as described in Schedule 2.</th>
</tr>
</thead>
<tbody>
<tr>
<td>With respect to each Research Activity as agreed in accordance with clause 5 of this Agreement and pursuant to each Research Activity Agreement.</td>
<td></td>
</tr>
</tbody>
</table>
Schedule 2 – Objectives

The Parties wish to bring the two organisations' research capabilities together to build a critical mass of resources, researchers and research effort to create a globally recognised centre for research training in the Academy, with a strong focus on industry engagement. The Academy will strengthen existing collaboration which is based upon a Joint PhD agreement that was executed in 2018.

The Objectives of the Academy are:

(a) education and development of the next generation of highly skilled and industry-ready research leaders through diversified and enhanced development opportunities for PhD students and staff
(b) collaboration to drive outcomes with impact in research, planning, implementation and evaluation of complex Smart City Development projects across a broad range of themes including transport; health and wellbeing; urban planning; energy, waste and water; infrastructure and technology; security; cultural and community engagement
(c) extension of the existing international reputations of IIT Kanpur and La Trobe by combining complementary strengths, research capabilities, research facilities and equipment
(d) enhancement of the partners' mutual ability to attract and retain high quality staff and PhD students
(e) by joining and strengthening our capabilities, we expect to improve institutional research outcomes, including joint research publications, and increase opportunities to attract joint research funding from Government and Industry
(f) enhancement of both partners' capacity to address significant social, community, health and technological challenges of significance in India and globally by sharing knowledge, skills and facilities. This will be achieved through combining the partners strengths to deliver critical mass, financial efficiencies and the strengthening of research outcomes that would not otherwise be achievable by either party alone
(g) creation of interdependent networks of researchers through the sharing of knowledge and expertise, which will generate intellectual activity that is greater than can be achieved by either party alone
(h) support for research that has impact and commercialisation potential
## Schedule 3 – Contributions

1. **Cash contributions:**

<table>
<thead>
<tr>
<th>LTU contribution p.a. (AUD/INR)</th>
<th>IIT-Kanpur contribution p.a. (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment of the Director, Research Academy, to be employed by IIT Kanpur and based at IIT Kanpur</td>
<td>AUD 40,000 p.a. contribution to support the salary of the Director, Research Academy – AUD 20,000 payable to IITK every six months following commencement of the appointee</td>
</tr>
<tr>
<td>Appointment of Academic Program Director, Research Academy, to be employed by IIT Kanpur and based at IIT Kanpur</td>
<td>AUD 40,000 p.a. contribution to support the salary of the Academic Program Director, Research Academy – AUD 20,000 payable to IITK every six months following commencement of the appointee</td>
</tr>
<tr>
<td>Administrative and staff travel support</td>
<td>AUD 10,000 p.a. to support casual administrative support and travel costs in the management of the Academy – AUD 5,000 payable to IITK every six months following commencement of the Academy</td>
</tr>
<tr>
<td>Scholarship stipends – awarded on a competitive basis to support up to 40 PhD students recruited in India and based primarily at IITK – indicative only and pursuant to the terms of the Joint Degree Program Agreement</td>
<td>LTU Stipend for up to one year to support students while resident at LTU (2020 rate is AUD 28,092 p.a.) – payable on a fortnightly basis directly to the students and only in accordance with the Joint Degree Program Agreement Note: Indicative total contribution is AUD 233,000 p.a. averaged over the lifetime of the agreement</td>
</tr>
<tr>
<td>Travel awards – to support up to 40 PhD students recruited in India and based primarily at IITK – indicative only and pursuant to the terms of the Joint Degree Program Agreement</td>
<td>AUD 1,000 travel award for each student to support travel and health cover costs – payable directly to the students via reimbursement and only in accordance with the Joint Degree Program Agreement</td>
</tr>
<tr>
<td>Tuition fee-relief scholarships – awarded on a competitive basis to support up to 40 PhD students</td>
<td>La Trobe University Full-Fee Research Scholarship (LTUFFRS) to cover Tuition fees at IIT Kanpur are highly subsidised</td>
</tr>
<tr>
<td>Recruited in India and based primarily at IITK – indicative only and pursuant to the terms of the Joint Degree Program Agreement</td>
<td>Tuition fees for up to four years for each student – awarded only in accordance with the Joint Degree Program Agreement</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Note: Indicative total contribution is AUD 960,000 p.a. averaged over then lifetime of the agreement</td>
<td></td>
</tr>
</tbody>
</table>
2. Potential benefits

Subject to the terms of this Agreement, the Academy aims to:

- Enhance each organisation's reputation as a global leader in training the next generation of highly skilled research leaders through diversified and enhanced research education and development opportunities and accelerated recruitment of students into our joint PhD program
- Enhance each organisation's capacity to undertake research addressing significant social, community, health and technological challenges of global significance
- Provide synergies by delivering critical mass, financial efficiencies and strengthening of research outcomes potentially not achievable by either party alone
- Increase each organisation's research capability to expand the range of potential industry partnerships and funding opportunities
- Broaden the ability of both organisations to disseminate research outcomes through increased external network and media contacts
- Enhance each organisation's ability to attract and retain high quality research staff and PhD students
- Create networks and research communities of practice not currently available to staff at either organisation

Subject to the terms of this Agreement, potential benefits for Academy Staff include:

- honorary appointments for Associate Staff with La Trobe University
- opportunities to develop research supervision skills and experience
- opportunities to publish internationally co-authored journal publications
- in accordance with the Joint Degree Program Agreement, potential to undertake an international higher degree by research program, including an Industry co-funded PhD
- access to La Trobe's broad professional and research development programs
- access to Library resources (digital and physical); research support; facilities and infrastructure
- expansion of professional networks
3. Structure and Governance

In accordance with clause 4 of this Agreement, The Research Academy incorporates:

- Academy Staff, including the Director, Co-Director and Academic Program Director
- Up to 40 Candidates in the first instance enrolled in the joint-PhD program pursuant to the Joint Degree Program Agreement
- Associate Staff including other IIT Kanpur and La Trobe research staff
- Steering Committee, co-chaired by the Director, IIT Kanpur (or Delegate), and the Deputy Vice-Chancellor (Research and Industry Engagement), La Trobe University
- Doctoral Advisory Committee with oversight of the academic quality and standards of the joint PhD program, chaired in rotation by the Dean of International Relations, IIT Kanpur, and Dean of Graduate Studies, La Trobe University
- An Industry Advisory Board with membership including key industry partners in India.
4. Appointment and Responsibilities of Academy Staff

Director, Research Academy (IITK)

- A full-time fixed-term research-only appointment at IITK, at the level of Professor, based at the IITK Kanpur campus in India
- Reporting to the Director, IIT Kanpur
- Recruited and appointed by agreement of the Steering Committee and jointly funded by IITK and LTU

The Director of the Research Academy will be responsible for the leadership and overall management of the Academy. The Director will lead the development of the research agenda of the Academy, working in partnership with Co-Director (LTU) and Academic Program Directors and senior staff from both parties, and supervise PhD students.

Key Responsibilities

- Provide leadership and foster the advancement of the Academy and the Joint Doctoral Degree Program.
- Encourage and promote a robust and innovative research environment and culture within the Academy focused upon the enhancement of the partners’ mutual ability to attract and retain high quality PhD students, staff and industry partners and produce joint research outcomes of high quality.
- Provide academic leadership and foster excellence in research training by providing a clear vision for PhD training and building strong relationships with IITK and LTU staff affiliated with the Academy.
- Lead proposals to attract external research funding for both parties from national competitive grant schemes, government, industry and non-profit sectors.
- Conduct and lead innovative and high impact research at an internationally distinguished level and produce high quality publications resulting from that research.
- Actively develop and promote the profile of the Research Academy, through representation, engagement and the development of strong linkages with government, industry and non-profit sectors relevant to the Academy’s activities.
- Promote and represent the Academy through participation in appropriate local, national and international organisations and events.
- Ensure effective communication exists between the Academy and both parties to facilitate full engagement from staff and PhD students, including awareness and application of the policies and procedures of both parties.
- Serve as an ex officio member of the Steering Committee and contribute to continuous improvement and the development of the Academy’s future plans by providing recommendations and regular feedback on progress, effectiveness and performance of the Academy’s programs.
- Undertake other duties commensurate with the classification and scope of the position as required by the Steering Committee.
- Effective supervision, mentorship and development of Students enrolled in the Joint Doctoral Degree Program.
- In conjunction with the Academic Program Director, oversee the development and coordinate the research training activities of the Academy, as approved and advised by the Steering Committee and Doctoral Advisory Committee.
- Identify and support opportunities for graduate research internally and externally, through multi-disciplinary collaborations across and beyond the Academy.
Academic Program Director (IITK)

- A full-time fixed-term research-only appointment at IITK, at the level of Associate Professor or Professor, based at the IITK Kanpur campus in India
- Reporting to the Director, Research Academy
- Recruited and appointed by agreement of the Steering Committee and jointly funded by IITK and LTU

The Academic Program Director of the Research Academy will be responsible for managing the recruitment and candidature management of the Students, and ensuring a strong environment exists for research training with a particular focus on delivering a high quality experience for Students.

The Academic Program Director will also undertake research and supervision of PhD students within the Academy.

Key Responsibilities

- Provide leadership of the research training activities of the Academy pursuant to the terms of the Joint Degree Program Agreement and the policy requirements of both parties.
- Working with the Academic Program Director (LTU) and graduate research offices of both parties, manage the recruitment and selection of candidates, and all aspects of candidature management of Students enrolled in the Academy.
- Coordinate the research training activities of the Academy, as approved and advised by the Steering Committee and Doctoral Advisory Committee.
- Ensure a strong program of research and professional development exists with the Academy, including opportunities for supervisors and PhD Students to attend research seminars and social activities.
- Working with the La Trobe Graduate Research School, facilitate the provision of supervisor and student training and development through its Research Education and Development program.
- Conduct and lead innovative and high impact research at an internationally distinguished level and produce high quality publications resulting from that research.
- Lead proposals to attract external research funding for both parties from national competitive grant schemes, government, industry and non-profit sectors.
- Actively develop and promote the profile of the Research Academy, through representation, engagement and the development of strong linkages with government, industry and non-profit sectors relevant to the Academy’s activities.
- Promote and represent the Academy through participation in appropriate local, national and international organisations and events.
- Ensure effective communication, awareness and application of the policies and procedures of both parties amongst staff and PhD students.
- Undertake other duties commensurate with the classification and scope of the position as required by the Director, Research Academy, Steering Committee and Doctoral Advisory Committee.
- Effective supervision, mentorship and development of Students enrolled in the Joint Doctoral Degree Program.
- Identify and support opportunities for graduate research internally and externally, through multi-disciplinary collaborations across and beyond the Academy.

Administrative Staff (IITK)

Casual staff will be appointed from time to time by the Director, Research Academy, to support the administration, operations and promotion of the Academy.
Co-Director, Research Academy (LTU)

- A professorial staff member at LTU will be assigned responsibility to undertake duties as Co-Director, Research Academy, based at the Academy’s hub at the LTU Melbourne campus in Australia.
- The appointee will hold a substantive academic appointment at LTU and undertake research and PhD Student supervision within the Academy.

The Co-Director of the Research Academy, based at the Research Academy LTU’s Melbourne campus, will support the leadership and overall management of the Academy, working in partnership with the Director, Research Academy, Academic Program Directors and staff from both parties. The Co-Director will be responsible for ensuring strong engagement in the Academy by Associate Staff based at LTU and will support PhD Students while resident at LTU in Australia.

Academic Program Director (LTU)

- A staff member based at LTU will be assigned responsibility to undertake duties as Academic Program Director (LTU), based at the Academy’s hub at the LTU Melbourne campus in Australia.
- The appointee will hold a substantive academic appointment at LTU and undertake research and PhD Student supervision within the Academy.

The Academic Program Director (LTU) will support the research training activities of the Academy pursuant to the terms of the Joint Degree Program Agreement and the policy requirements of both parties. Working with the Academic Program Director (IITK) and graduate research offices of both parties, the appointee will support the recruitment and candidature management of the Students, and ensure a strong environment exists for research training with a particular focus on delivering a high quality experience for Students.