JOINT DOCTORAL DEGREE PROGRAM

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
KANPUR INDIA

AND

NATIONAL TSING HUA UNIVERSITY
AGREEMENT FOR JOINT DEGREE PROGRAM: DOCTOR OF PHILOSOPHY

Between

NATIONAL TSING HUA UNIVERSITY
and
INDIAN INSTITUTE OF TECHNOLOGY KANPUR
AGREEMENT FOR JOINT DEGREE PROGRAM: Doctor of Philosophy

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

BETWEEN:

(1) NATIONAL TSING HUA UNIVERSITY (hereinafter NTHU), an educational institution created by an Act of Ministry of Education and having its principal address at No. 101, Section 2, Kuang Fu Road, Hsinchu 300044 (Taiwan).

And

(2) INDIAN INSTITUTE OF TECHNOLOGY KANPUR (hereinafter IITK), an educational institution created by an Act of Parliament and having its principal address at The Indian Institute of Technology, Kalyanpur, Kanpur India 208016 ("IITK").

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

WHEREAS:

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

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

ABBREVIATIONS

NTHU: National Tsing Hua University
IITK: Indian Institute of Technology Kanpur
JDP: Joint Degree Program
PhD: Doctor of Philosophy
DAC: Doctoral Advisory Committee
DPGC: Department Post Graduate Committee
HoD: Head of the Department

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. JOINT DEGREE PROGRAM STRUCTURE

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

1.2 Selection of supervisors shall conform to the policies in force at the respective Institutions. External supervisors of JDP Scholars must comply with the requirements of the University's policy relating to the supervision of doctoral students.

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

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

2.2 The DAC shall consist of the following members

<table>
<thead>
<tr>
<th></th>
<th>Chairperson</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Primary Supervisor</td>
</tr>
<tr>
<td>2</td>
<td>Co-supervisor (s) from both Institutions</td>
</tr>
<tr>
<td>3</td>
<td>Convener DPGC or his/her nominee of both Institutions</td>
</tr>
<tr>
<td>4</td>
<td>Additional members may be appointed to meet the requirements of the Partner Institution</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Member (s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

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

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

3. COURSEWORK REQUIREMENTS

The JDP Scholar shall satisfy the minimum academic coursework requirements of the Home Institution. Additional courses may be taken when recommended by the DAC. If a JDP scholar credits a course in one institution, the credits can be transferred to the other institution and will be counted towards the degree requirement upon application. The credits transferred to NTHU cannot exceed two thirds of the required credits for graduation from the corresponding institute.

4. COMPREHENSIVE EXAMINATION AND CONFIRMATION OF PHD CANDIDATURE

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

5. PROGRESS MEETING/SYNOPSIS/THESIS

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

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

6. TIME DURATION

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

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

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

7. FEES, LIVING ALLOWANCES AND EXPENSES

7.1 The JDP Scholar shall pay tuition fees only to their Home Institution throughout the duration of the JDP including the duration of study at the Partner Institution as per its fee structure. The tuition fees may be waived by the Home Institution.
7.2 All JDP Scholars enrolled and supported under this arrangement shall be entitled to a living allowance/stipend. Those JDP Scholars whose Home Institution is the NTHU shall be provided with a stipend with the value and conditions in accordance to the prevailing practices in NTHU. During the period these candidates are at IITK, they are entitled to receive a scholarship from IITK, which will cover basic living expenses, including accommodation on campus. JDP Scholars, whose Home Institution is IITK, shall receive a stipend/living allowance from IITK for the entire duration of the PhD, including the period when they are resident in Taiwan. When resident in Taiwan, these JDP Scholars shall receive a top up from NTHU to the stipend paid by IITK to bring the IITK stipend to the level of the graduate scholarship in NTHU for up to 2 years. The living allowance/stipend shall not be payable for short visits of less than 3 months unless approved by the Institution providing the living allowance/stipend.

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

8. WITHDRAWAL AND TERMINATION OF CANDIDATURE

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

9. THESIS REVIEW REPORTS & VIVA VOCE EXAMINATION

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

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

10. AWARD OF DEGREE

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

11. STUDENT OBLIGATIONS

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

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

12. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

12.1 All intellectual property held by a Party prior to, or outside of, entering into this Agreement that is disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced ("background intellectual property") shall remain the property of the Party introducing or disclosing it. Each Party or the JDP Scholar shall have the other Party's written consent prior to using the background intellectual property which belong to and/or are retained by, the other Party.
12.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by the Home Institution or by the Partner Institution respectively, that is not background intellectual property or intellectual property created under clause 12.3, will belong to that Institution and may not be made use of except with that Institution's prior written consent.

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

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

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

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

13. CONFIDENTIALITY

13.1 “Confidential Information” means information provided by a party to another party during the term of this Agreement, including without limitation, technical, business, financial and other related information, and descriptions of the existence or state of progress of that information. A party’s Confidential Information includes, without limitation, any and all copies, notes, analyses, compilations, studies, interpretations, and summaries of the party’s information (or a third party’s information it is authorized to disclose) disclosed under this Agreement prepared by or for any other party. Confidential Information entitled to protection under this Agreement must be disclosed in a tangible format marked as “confidential” or a similar legend, or if information is disclosed solely by oral or visual means, it must be identified in either oral or written form as confidential at the time of disclosure.

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

13.3 The obligations of confidentiality in this clause 13 do not apply to information which (a) was already known through lawful means by the receiving Party without an obligation of confidentiality before the receiving Party received the information as evidenced by written records predating the disclosure; (b) is readily accessible to the public on or after the date of disclosure to the receiving Party other than through the receiving Party’s breach of this Agreement (except that this exception applies only after the information becomes so readily accessible); (c) was rightfully received by the receiving Party without restriction on disclosure from a third party entitled to make such a disclosure (except that this exception applies only after the receiving Party receives the information from a third party); (d) was independently developed by the receiving Party without using Confidential Information as directly evidenced by the receiving Party’s written records created concomitantly with that development; (e) is approved for release or disclosure by written authorization from the party originally disclosing that Confidential Information under this Agreement (the Disclosing Party). The receiving Party may comply with an order from a court or other governmental body of competent jurisdiction and disclose the other party’s Confidential Information in compliance with that order only if the receiving Party: (i) gives the Disclosing Party prior notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives the Disclosing Party notice of such disclosure promptly after complying with that order and (ii) fully cooperates with the Disclosing Party in seeking a protective order, confidential treatment, or taking other measures to oppose or limit such disclosure. The receiving Party must not release any more of the other parties’ Confidential Information than necessary to comply with that order.
13.4 Each Party agrees that personal information about JDP Scholars will be collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policies applicable to that Party.

14. AMENDMENTS

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

15. TERM OF AGREEMENT

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

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

17. DISPUTE RESOLUTION

Any dispute arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the Parties shall be referred to the President / Director of the respective Parties or their nominees for resolution. If the dispute does not be resolved, this Agreement shall be governed by and constructed in accordance with the law of the defendant’s country.

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

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

[Signature]

Prof. Abhay Karandikar
Director
IIT Kanpur
Date: Jan 25, 2021

In the presence of:

[Signature]

Prof. Yogesh M Joshi
Dean of International Relations
IIT Kanpur
Date: 25 Jan 2021

Signed for and on behalf of NATIONAL TSING HUA UNIVRESITY by

[Signature]

Prof. Hong Hocheng
President
National Tsing Hua University
Date: Jan 21, 2021

In the presence of:

[Signature]

Prof. Ta-Jen Yen
Vice President for Global Affairs
National Tsing Hua University
Date: