DUAL DOCTORAL DEGREE PROGRAM

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
KANPUR INDIA

AND

ASIAN INSTITUTE OF TECHNOLOGY
THAILAND
AGREEMENT FOR DUAL DEGREE PROGRAM: DOCTOR OF PHILOSOPHY

Between

ASIAN INSTITUTE OF TECHNOLOGY

And

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

THIS AGREEMENT is made on 21/09/2020 (Effective Date)

BETWEEN:

1. The Asian Institute of Technology (AIT) is an international institute of higher learning. It is Asia’s pioneer institution established in 1959 to help meet the region’s growing needs for advanced learning in engineering, science, technology and management, research and capacity building. AIT’s mission is to develop highly qualified and committed professionals who will play a leading role in the sustainable development of the region and its integration into the global economy. AIT is located at 58 Moo 9, Km. 42, Paholyothin Highway, Klong Luang, Pathum Thani 12120, Thailand.

AND

2. Indian Institute of Technology Kanpur (IITK), an educational institution created by an Act of Parliament of India and is among the foremost of institutes of national importance in higher technological education and in engineering, basic and applied research. Since its establishment in 1847, the Institute has played a vital role in providing the technical manpower and know-how to the Asian African region and in pursuit of research. IITK has its principal address at the Indian Institute of Technology, Kanpur - Kalyanpur, Kanpur, Uttar Pradesh 208016, India.

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

WHEREAS:

1. On 21/09/2020 the Parties entered into this Agreement to develop academic and student exchange through a Dual Degree Program (DDP) of Doctor of Philosophy (PhD) whereby students who successfully complete the DDP will be awarded a Dual degree for the one thesis with the testamurs/certificates from each Institution clearly indicating the Dual nature of the degrees as outlined in Clause 10.

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

ABBREVIATIONS:

AIT: Asian Institute of Technology
IITK: Indian Institute of Technology Kanpur
DDP: Dual 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:

IITK and AIT_DDP
1. DUAL DEGREE PROGRAM STRUCTURE

1.1. Students interested in getting admitted into the DDP shall first be selected into the PhD program at either Institution as per the selection procedures of the respective Institution. This Institution shall be called the Home Institution. The collaborating departments from both the Institutions shall then select potential DDP Scholars from among the students thus selected into the individual PhD program at either Institution. The admission to the DDP shall be subjected to the normal application and selection criteria and other entrance requirements for entry into the PhD program at the 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 DDP 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 Asian Institute of Technology students 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.

1.4. Under this agreement, a minimum of 5 and maximum of 10 students will be admitted in each partner institution. In case, any partner wishes to increase or decrease this number then they need to inform the other partner and take a consent.

2. DOCTORAL ADVISORY COMMITTEE:

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

2.2 The DAC shall consist of the following members:

| 1 Primary Supervisor from home institution | Chairperson |
| 1 Co-supervisor (s) from partner Institutions | Co-Chairperson |
| Additional members may be appointed to meet the requirements of the Partner Institutions | Minimum 2 Members |

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 DDP Scholar's thesis has been submitted in accordance with the rules and regulations of both the Institutions.

2.5 Academic Senate of the host institution will monitor the progress and quality of the research. DAC will submit a progress report of the scholar each semester as per host institutions regulations.
3. COURSEWORK REQUIREMENTS

The DDP Scholar shall satisfy the minimum academic coursework requirements of the Home Institution. Additional courses may be taken when recommended by the DAC. If a DDP scholar credits a course in one institution, the credits will be automatically recognized by the other institution and will be counted towards the degree requirement.

4. COMPREHENSIVE EXAMINATION AND CONFIRMATION OF PHD CANDIDATURE

The DDP 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 DDP. Otherwise, he/she shall no longer be eligible to participate in the DDP.

5. PROGRESS MEETING / SYNOPSIS / THESIS

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

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

6. TIME DURATION

6.1 The DDP Scholar shall spend three semesters 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 In case the duration of the stay of the scholar at the partner institution is to be extended, then the DAC will take an appropriate decision to help with the objectives of the research and consider granting permission; otherwise, the scholar has to return to the host institution for completion of the thesis.

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

6.4 The DDP Scholar will be governed by the regulations of the Host Institution if the study period is extended beyond 7 semesters.

7. FEES, LIVING ALLOWANCES AND EXPENSES

7.1 The DDP Scholars shall pay the tuition and registration fees only to their Home Institution throughout the duration of the DDP including the duration of study at the Partner Institution as per its fee structure. The tuition fees may be waived fully or partially by the Home Institution. The registration fee of DDP scholars while they are in the exchange period in the Partner Institution will be waived off.

7.2 All DDP Scholars enrolled and supported under this arrangement shall be entitled to a living allowance or stipend or both. Those DDP Scholars whose Home Institution is the Asian Institute of Technology will be provided with a Asian Institute of Technology stipend/ fellowship in accordance to the prevailing practices in Asian
Institute of Technology. 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. IITK will provide them with free medical or health insurance for the period of their stay. DDP Scholars, whose Home Institution is IITK, shall receive a stipend/living allowance from IITK for the entire duration of the PhD, including the period when they are resident in “AIT”. When resident in “AIT”, these DDP Scholars shall receive a top up from Asian Institute of Technology to the stipend paid by IITK to take care of their accommodation expenses and health insurance cover for up to 3 semesters. 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, visa fee, food, accommodation at the Partner Institution etc. have to be borne by the DDP Scholar, his/her acceptance to such expenses should be obtained during the admission process into the DDP. The Home Institution shall be responsible for notifying the DDP Scholar of such information and gaining his/her acceptance.

7.4 In case the stay period of the DDP scholar needs to be extended, then the DAC will take an appropriate decision without any financial burden to either of the institutions. The living cost and other related expenses are to be borne by the DAC scholar or through other projects. As such, requests must be submitted by the DDP Scholar at least three months before the end of the three-semester stay at the Partner Institution.

8. WITHDRAWAL AND TERMINATION OF CANDIDATURE

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

9. THESIS REVIEW REPORTS & FINAL VIVA-VOCE EXAMINATION

9.1 Evaluation of the thesis by external examiners and conducting of the final viva-voice examination/defense 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 dually for the one-thesis 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 Dually with the Partner Institution (by name) for the same thesis. Sample certificates are attached to this Agreement.
11. STUDENT OBLIGATIONS

11.1 DDP 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 DDP Scholar's enrolment for failure to comply with the statutes, rules, regulations, policies, codes and procedures of that Institution or the lawful instructions of officers of that Institution, or for failure to comply with that Institution's conditions of admission, enrolment or examination in the DDP.

12. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

12.1 All intellectual property held by a Party prior to, or outside of, entering into this Agreement that is disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced ("background intellectual property") shall remain the property of the Party introducing or disclosing it. However, that Party grants the DDP Scholar and/or the other Party a license to use such intellectual property for any purpose associated with the DDP.

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 Dually develop intellectual property, inventions and innovations as a result of the research work of the DDP Scholar working under the supervision of the supervisor and co-supervisor the terms with respect to title and exploitation of such intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a case-by-case basis having due regard for each Institutions policies and governance requirements and the terms and conditions imposed by any 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 DDP will vest in each Institution in equal shares and that each Party may use such Dually owned intellectual property for internal, non-commercial research and educational purposes. Same 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 DDP Scholar to have their thesis examined and a copy of his/her thesis lodged in the library of each Institution (including a digital copy).

12.5 Notwithstanding anything to the contrary in clause 12.3, each DDP 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 When receiving confidential information, the receiving Party must ensure that all employees, students or agents to whom the confidential information is disclosed are bound to keep the confidential information confidential and not to use the confidential information except for the DDP.

13.2 The obligations of confidentiality in this clause 13 do not apply to information which may be required to be disclosed by law, is in the public domain other than by breach of this Agreement or has been independently developed or obtained by the receiving Party.

13.3 Each Party agrees that personal information about DDP 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 DDP Scholars already enrolled in the DDP who are eligible to complete their candidature, to continue and complete the requirements for the DDP in which they are enrolled, and to be awarded the Dual degree upon successful completion of the DDP. If it is not possible for a DDP Scholar to satisfy the requirements of and complete the DDP, the Parties shall endeavor to allow that DDP Scholar, at his/her election, to complete the requirements for a single PhD degree at the Home Institution subject to the requirements of the relevant Institution. The Parties agree that such a DDP Scholar shall be given credit for all relevant units previously undertaken by the DDP Scholar at the other Institution as part of the DDP in accordance with the policies and protocols of the Institution where the DDP Scholar will complete the requirements of his/her PhD.

15.3 If the Agreement is terminated and if the DDP Scholar continues his/her candidature either on a Dual degree basis or as a single PhD degree at one or other of the institutions, the Parties agree that the DDP Scholar shall continue to have access to the background intellectual property as described in clause 12.1 and confidential information to the extent necessary for the student to complete the DDP or a PhD at either Institution.

16. 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.
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above mentioned.

17. CONTACT PERSONS

AIT
Prof. Nitin Kumar Tripathi
Director, Special Degree Programs (SDP)
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Email: shawnpk@ait.asia | oia@ait.ac.th
The MoA is prepared in two identical copies. Each party holds one original copy duly signed by the President of AIT and the Director of IITK.

Signed for and on behalf of:

Asian Institute of Technology
Thailand

Dr. Eden Y Woon
President

Date: 21/09/2020

Indian Institute of Technology Kanpur
India

Prof. Abhay Karandikar
Director

Date: 01/10/2020

Witness:

Prof. Deepak Sharma
Vice President for Academic Affairs
Asian Institute of Technology

Date: 21/09/2020

Witness:

Prof. Yogesh M Joshi
Dean of International Relations
Indian Institute of Technology Kanpur

Date: 29.09.2020

Witness:

Prof. Nitin Kumar Tripathi
Director, Special Degree Programs (SDP)
Asian Institute of Technology

Date: 21.09.2020
The Board of Trustees of the Asian Institute of Technology

On the recommendation of Academic Senate

Has conferred upon

Student Name

The degree of

Doctor of Philosophy

Asian Institute of Technology

Dually with

Indian Institute of Technology Kanpur, India

Given this (date) day... of (year)

President of the Institute

Chairman of the Board

Institute seal to be stamped here
The Indian Institute of Technology Kanpur has conferred upon

Student Name

The degree of
Doctor of Philosophy

Indian Institute of Technology Kanpur, India

Dually with
Asian Institute of Technology, Thailand

Given this (date) Day... of (year)

Director of the Institute

Institute seal to be stamped here
Appendix A: Tuition and other Fees for AIT DDP Students

Tuition Fees for Doctoral Programs

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>SEMESTERS</th>
<th>TUITION FEES (THB) in AIT</th>
<th>TUITION FEES in IIT Kanpur</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST YEAR</td>
<td>Semester 1</td>
<td>192,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Semester 2</td>
<td>192,000</td>
<td></td>
</tr>
<tr>
<td>2ND YEAR</td>
<td>Semester 3</td>
<td>192,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Semester 4</td>
<td>192,000</td>
<td></td>
</tr>
<tr>
<td>3RD YEAR</td>
<td>Semester 5</td>
<td></td>
<td>*</td>
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<tr>
<td></td>
<td>Semester 6</td>
<td></td>
<td>*</td>
</tr>
<tr>
<td>4TH YEAR</td>
<td>Semester 7</td>
<td></td>
<td>*</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>768,000</td>
</tr>
</tbody>
</table>

- Total Tuition Fee for Doctoral Program in AIT is Baht 1,344,000. Student registered in AIT will pay Baht 768,000 equivalent to 4 semester fee. Remaining 3 semester tuition fee is not charged as the student is in partner institution.
- Registration Fee of 20,000 Baht per semester is to be paid for 4 semesters. Remaining 3 semester Registration fee is not charged as the student is in the partner institution.
- In case student is unable to complete the program in 7 semesters then on his return he/she has to pay 20,000 Baht for each semester that he/she will be allowed to extend.

*As per MoA, IIT Kanpur shall not charge any tuition and registration fee for AIT DDP Students*

Other fees to be borne by the students in AIT

<table>
<thead>
<tr>
<th>Other Fees borne by the students</th>
<th>Amount (THB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Insurance Fee @ THB 2,599 per Year</td>
<td>5,198</td>
</tr>
<tr>
<td>Student Union Fee @ THB 150 per Semester</td>
<td>600</td>
</tr>
<tr>
<td>Visa fee @ THB 1,900 per Year</td>
<td>3,800</td>
</tr>
<tr>
<td>Living/Accommodation/Miscellaneous Expenses* @ THB 10,000 per Month (air-conditioned room)</td>
<td></td>
</tr>
</tbody>
</table>

* Includes accommodation, utilities, and internet charges. Actual living expenses may vary on each individual student’s lifestyle. Admission processing fee is waived as a special case of the MoA.