AGREEMENT FOR JOINTLY AWARDED DOCTOR OF PHILOSOPHY (PhD)

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KANPUR, Kanpur, Uttar Pradesh 208016 INDIA (IIT Kanpur)

AND

THE UNIVERSITY OF MELBOURNE [ABN 84 002 705 224] of Parkville, Victoria 3010 AUSTRALIA a body politic and corporate established in 1853 and constituted under the University of Melbourne Act 2009 (Vic) (Melbourne)

BACKGROUND

A. IIT Kanpur and Melbourne recognise the value of international cooperation and entered into an Agreement for Joint Degree Program: Doctor of Philosophy on 03/12/2015.

B. In the spirit of cooperation and with the aim of furthering research collaboration, the Parties wish to enter into this revised Agreement for a Jointly Awarded Doctor of Philosophy (Program) and replace the agreement signed on 03/12/2015.

OPERATIVE PART

1 SCOPE OF THE PROGRAM

1.1 The Parties agree to establish the Program to jointly award a Doctor of Philosophy degree to participating Graduate Researchers enrolled with both Parties upon successful completion of the Program.

1.2 The Parties agree that the Program shall:

   (a) meet the academic requirements for Doctor of Philosophy degrees of both Parties;

   (b) require each Graduate Researcher to be jointly supervised by both Parties (each Party must provide at least one primary academic supervisor for each Graduate Researcher); and

   (c) result in the award of a single Doctor of Philosophy degree to participating Graduate Researchers upon successful completion, where the jointly awarded nature of the degree, and name of the other Party, will be indicated on the testamur awarded by each Party (an example of which is set out at the Annexure).

2 GRADUATE RESEARCHER AGREEMENT

2.1 The Parties will enter into a separate Graduate Researcher Agreement with respect to each Graduate Researcher to detail the terms relating to each Graduate Researcher undertaking the Program.

2.2 Once executed by the Parties, each Graduate Researcher Agreement is incorporated into, and forms part of this Agreement.

2.3 The Parties agree that Graduate Researchers will be admitted into the Program in accordance with both Party’s policies, procedures, selection criteria and other relevant entrance requirements.

2.4 For the avoidance of doubt, neither Party will be required to act in a way that is contrary to the laws and regulations applicable in its local jurisdiction, or contrary to its statutes, regulations, policies and procedures for the purposes of the Program and settling the terms of each individual Graduate Researcher Agreement and each Party will undertake its own accountabilities and recognise the accountabilities of the other Party.

2.5 Each Graduate Researcher Agreement will include provisions relating to the following:
AGreement for Jointly Awarded Doctor of Philosophy (PhD)

(a) details regarding the Graduate Researcher’s research topic, including any legislative or regulatory requirements which may be relevant;

(b) nomination of a Party to be the Home Institution for the relevant Graduate Researcher;

(c) the language of the Graduate Researcher’s thesis, noting that:
   (i) the thesis must be written in the primary language of either Party’s local jurisdiction;
   (ii) the relevant academic supervisors and mentors from both Parties must be suitably qualified and competent with respect to the chosen language of the thesis;

(d) funding arrangements with respect to each Graduate Researcher, including the funding of the Graduate Researcher stipend or scholarship for the period of the Program, tuition fee remission arrangements, overseas student health cover and travel insurance arrangements, Program travel and examination requirements;

(e) arrangements for the Graduate Researcher’s progress through the Program including:
   (i) the period(s) of time during which the Graduate Researcher will be located at each Party during the Program; and
   (ii) academic supervision arrangements for each Graduate Researcher including joint meetings of supervisors, scope and function of academic progress committees and other relevant matters; and
   (iii) the composition of the Graduate Researcher’s Joint Advisory Panel;

(f) examination arrangements for each Graduate Researcher, which may include oral examination requirements, the composition of the relevant thesis examination panel, and other relevant matters; and

(g) if relevant, details of any third-party funding body, research collaborator or other requirements which apply to the Graduate Researcher’s research topic or project including funding, access to, and use of, research outputs, confidentiality, and Intellectual Property.

(h) A Party will notify the other Party of any regulatory, policy or other relevant changes that occur during the Term and which may have an impact on the Program and any Graduate Researcher undertaking the Program. Where this occurs, the Parties will use their best endeavours to consult and cooperate to ensure that a Graduate Researcher is not unreasonably disadvantaged by such changes, and can still complete the Program where possible.

3 Melbourne Program Requirements

The Parties agree that the Program must meet the following Melbourne requirements:

(a) Graduate Researchers must spend a minimum of 12 months at Melbourne, along with a similarly substantial amount of time at other Party which may be subject to further requirements outlined in the Graduate Researcher Agreement; and

(b) Graduate Researchers must submit their thesis for examination within four years of elapsed full-time equivalent candidature at Melbourne.

4 IIT Kanpur Program Requirements
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The Parties agree that the Program must meet the following IIT Kanpur requirements:

(a) Graduate Researchers need to be enrolled full-time at IIT Kanpur;

(b) Graduate Researchers whose Home Institution is IIT Kanpur must successfully complete the required coursework and comprehensive examination within 12 months of enrolment at IIT Kanpur; and

(c) Graduate Researchers whose Home Institution is IIT Kanpur must submit their thesis for examination within eight years of elapsed candidature as per the regulations at IIT Kanpur.

5 EACH PARTY’S RESPONSIBILITIES

Each Party will:

(a) Enrol Graduate Researchers as Doctor of Philosophy students;

(b) refer the other Party to information about the visa requirements relevant to the Party’s local jurisdiction for the purposes of enabling a Graduate Researcher to undertake the Program;

(c) provide Graduate Researchers with the same facilities, services, rights and benefits as other higher degree researchers;

(d) induct Graduate Researchers into requirements for ethical research and data management practices applicable at both Parties;

(e) where relevant, provide assistance to Graduate Researchers, as far as possible, in arranging accommodation and provide appropriate assistance in matters of health, language and local custom that may arise; and

(f) provide Graduate Researchers with a safe work and study environment in which to undertake the Program, including in relation to occupational health and safety and equal opportunity.

6 INTELLECTUAL PROPERTY

6.1 As a general rule, the Parties agree that:

(a) a Graduate Researcher will own the copyright in their thesis and will not be prevented from submitting their thesis for examination or publication; and

(b) each Party shall have a perpetual, non-exclusive right to publish the thesis within their respective institutional repositories.

6.2 However, the Parties agree that a Graduate Researcher’s right to:

(a) own the copyright in their thesis may be subject to each Party’s regulations and policies relating to Intellectual Property; and

(b) submit the thesis for examination or publication may be subject to requirements reasonably imposed by a third-party funding body or research collaborator including additional confidentiality requirements or the right to review any proposed publication or to apply a period of embargo to the publication; and

accordingly, such matters which vary the general position at clause 6.1 will be set out in the relevant Graduate Researcher Agreement.

6.3 As a general rule, the Parties agree with respect to any Intellectual Property contributed to, or arising from, a research topic or project (excluding copyright in the Graduate Researcher’s thesis) as follows:

(a) each Party will retain the rights to its Background Intellectual Property which is contributed to the other Party for the purposes of the Program;

(b) each Party provides the other Party with a royalty-free, non-exclusive licence to use its Background Intellectual Property for the purposes of the Program;
(c) each Party will own the Intellectual Property it creates with respect to the research topic or project and provides the Parties with a royalty-free, non-exclusive licence to use such Intellectual Property for the purposes of the Program; and

(d) where the Parties jointly create Intellectual Property as part of the Program, the Parties will own such jointly created Intellectual Property as tenants in common in shares which are proportionate to their contribution to the jointly-created Intellectual Property, and each Party grants the other Party a non-exclusive, royalty-free licence to use such Intellectual Property for the other Party’s own non-commercial, teaching and research purposes.

6.4 Any variations or additions to the position set out at clause 6.3 will be agreed separately in writing by the Parties, whether in the Graduate Researcher Agreement or further written agreement between the Parties.

6.5 Neither Party shall use the other Party’s name or logo or trademark in any advertising, promotion or sales literature without first obtaining the written consent of the other Party.

7 CONFIDENTIALITY

7.1 The Parties may exchange Confidential Information (including to employees of a Party) during the term of the Agreement.

7.2 The Receiving Party must not disclose the Disclosing Party’s Confidential Information without first obtaining the consent of the Disclosing Party in writing.

7.3 The Receiving Party agrees to take reasonable steps to provide for the safe custody of the Disclosing Party’s Confidential Information in its possession and to prevent unauthorised access to or use of the Disclosing Party’s Confidential Information.

7.4 The Parties acknowledge and agree that where a research topic or project is subject to additional confidentiality obligations imposed by a third-party funding body or research collaborator, the Parties will pass on these obligations to the individual Graduate Researcher where reasonably required and where reasonably practicable to do so in the circumstances.

7.5 In respect to each piece of Confidential Information, confidentiality obligations shall survive until such information ceases to be confidential.

8 USE & DISCLOSURE OF PERSONAL INFORMATION

8.1 Each Party agrees that any Personal Information collected by that Party about Graduate Researchers will be:

(a) collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policy applicable to that Party;

(b) provided to the other Party if permitted by law.

8.2 The Parties agree that the relevant policies concerning Personal Information will be distributed to the other Party from time to time during the term of the Agreement.

9 ESOS ACT AND OBLIGATIONS UNDER THE ESOS ACT

9.1 The Parties acknowledge that under Australian law, Melbourne is required to be registered on CRICOS and to comply with the provisions of the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (National Code).

9.2 Melbourne shall provide IIT Kanpur with the following:

(a) information regarding course materials, entry requirements, visa application and Overseas Student Health Cover that apply to the Program;

(b) Melbourne’s CRICOS provider code, which is 00116K (CRICOS Provider Code); and

(c) any other information that may be required from time to time.
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9.3 For the purposes of compliance with the ESOS Act and National Code, IIT Kanpur must:
(a) distribute the information in the form provided by Melbourne (as set out in clause 9.2) to
Graduate Researchers and prospective Graduate Researchers;
(b) ensure that Melbourne's name and CRICOS Provider Code are clearly identified on all material
distributed to Graduate Researchers and prospective Graduate Researchers, including electronic
forms; and
(c) use its best endeavours not to engage in conduct that may cause Melbourne to be in breach of
the ESOS Act, including providing Graduate Researchers and prospective Graduate
Researchers with inaccurate information about studying at Melbourne.

10 DISPUTE RESOLUTION
10.1 If there is any Dispute, the Parties agree to negotiate in good faith and in the first instance the Dispute
shall be referred to the relevant institutional authority of each Party, who shall endeavour to resolve
the Dispute within 30 days.
10.2 Any Dispute which cannot be resolved by the senior representatives of each Party will be referred to
arbitration at a forum agreed to by the Parties. Any decision made by the selected arbitrator will be
binding on the Parties. The costs of arbitration will be borne equally by the Parties unless otherwise
agreed.
10.3 The Parties agree that should a Dispute remain unresolved under this clause 10, any legal
proceedings taken under this Agreement will be initiated in the jurisdiction of the defending Party.

11 REVIEW, TERM AND TERMINATION OF THE AGREEMENT
11.1 The Agreement commences on the Effective Date and continues for Term, unless terminated earlier or
extended as provided for in this clause 11.
11.2 Each Party will individually review the operation of the Agreement six (6) months before the Agreement
ends to decide whether the Agreement will be renewed for a further term. The Agreement will only be
renewed by mutual written agreement of the Parties.
11.3 This Agreement may be terminated by either Party providing twelve (12) months' written notice to the
other Party.
11.4 Melbourne may terminate this Agreement by written notice to the IIT Kanpur immediately if:
(a) IIT Kanpur engages in an act that would cause Melbourne to commit a breach of the ESOS
Act;
(b) IIT Kanpur suffers an Insolvency Event; or
(c) IIT Kanpur loses its accreditation or status as a high degree granting body in its local
jurisdiction.
11.5 IIT Kanpur may terminate this Agreement by written notice to the University of Melbourne immediately if:
(a) The University of Melbourne engages in an act that would cause IIT Kanpur to commit a
breach of the FRRO Act;
(b) The University of Melbourne suffers an Insolvency Event; or
(c) The University of Melbourne loses its accreditation or status as a high degree granting body in
its local jurisdiction.
11.6 If the Agreement is terminated in accordance with clauses 11.3 or 11.4(a), termination will not apply to
those Graduate Researchers currently undertaking the Program in accordance with the terms of the
relevant Graduate Researcher Agreement.

12 GENERAL PROVISIONS
12.1 The following general provisions apply:
(a) **Acknowledgment**: The Parties acknowledge that this Agreement does not restrict the right of
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each Party to act in its discretion in relation to its business activities or any existing or new commitments.

(b) **Agency:** Nothing in this Agreement gives rise to a relationship of agency between the Parties.

(c) **Amendment:** This Agreement can be amended by mutual written consent of the Parties. Such amendments, once approved in writing by the Parties, will become part of this Agreement.

(d) **Assignment.** Neither Party may assign this Agreement or any right under this Agreement without the prior written consent of the other Party.

(e) **Execution.** This Agreement may be executed in counterparts, including facsimile counterpart. All executed counterparts constitute one document.

(f) **Force Majeure.** Neither Party will be liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond the first party’s reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike and riots and either Party may terminate the Agreement by written notice if such an event occurs and continues for a period of 30 days or more.

(g) **Other Laws:** In carrying out obligations set out under this Agreement, each Party shall comply with all relevant laws, policies and requirements of the other Party as notified by the other Party from time to time.

(h) **Survival:** The following clauses survive termination or expiration of this Agreement: 6, 7, 8, 9.3, 10, 11.6, 12.1(a), 12.1(b), 12.1(d), this 12.1(h) and 13.1. In addition, clauses 1 to 5 will survive termination or expiration of this Agreement to the extent applicable to those Graduate Researchers already undertaking the Program at the time of termination or expiration.

13 **DEFINITIONS**

13.1 In this Agreement:

the singular includes the plural and vice versa;

**Agreement** means this document together with Schedules or Annexures;

**Annexure** means an annexure to this Agreement;

**Background Intellectual Property** means any Intellectual Property created by a Party prior to, or independently of, this Agreement, which that Party determines, at its sole discretion, to share with the other Party for the purposes of this Agreement;

**Confidential Information** means all information:
- disclosed by the Disclosing Party to the Receiving Party or of which the Receiving Party becomes aware; and
- which is by its nature confidential or is identified as confidential by the Disclosing Party;

but does not include information which:
- is required to be disclosed by law;
- is in the public domain other than by breach of this Agreement; or
- the Receiving Party has developed or obtained independently of the Disclosing Party.

**CRICOS** means the Commonwealth Register of Institutions and Courses for Overseas Students;

**Disclosing Party** means the Party that is disclosing Confidential Information;

**Dispute** means dispute or disagreement arising in connection with this Agreement;

**Effective Date** means the date the last Party signed this Agreement;

**ESOS Act** means the *Education Services for Overseas Students 2000 (Cth)*;

**Graduate Researcher** means the research higher degree student enrolled with both Parties to undertake the Program;

**Graduate Researcher Agreement** means the Graduate Researcher Agreement taking the form as set out in the Schedule;
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Home Institution will usually mean the Party at which the Graduate Researcher first enrolls, however the Parties may agree which Party is to be the Home Institution in the Graduate Researcher Agreement contrary to this general position;

Host Institution means the Party that is not the Home Institution;

Insolvency Event includes an inability by a Party to pay its debts when they become due, when a Party ceases to carry on business, enters into liquidation or any form of insolvency administration or has a mortgagee enter into possession or dispose of the whole or any part of its assets or business;

Intellectual Property means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity, including copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests;

Party means a Party to this Agreement and Parties has a corresponding meaning;

Personal Information means any personal, health or identifying information collected during the term of the Agreement;

Program means the Jointly Awarded Doctor of Philosophy (PhD) program described at Background Clause B and established under this Agreement;

Receiving Party means the Party that is receiving Confidential Information;

Schedule means the schedule to this Agreement; and

Term means five (5) years from the Effective Date.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of:
Indian Institute of Technology Kanpur
by its duly authorised officer/s

[Signature]

Professor Yogesh M Joshi
Dean of International Relations

13-11-2020

Date

Signed for and on behalf of:
The University of Melbourne
by its duly authorised officer/s

[Signature]

Professor Justin Zobel
Pro Vice-Chancellor (Graduate and International Research)

17-11-2020

Date
**RESPONSIBLE OFFICER AT ENROLLING FACULTY**

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**12. GRADUATE RESEARCHER ACKNOWLEDGEMENT**

The content of this Agreement has been discussed with me, and I acknowledge these conditions will apply in respect to my Program, unless varied by agreement between the Home and Host institutions, and with my knowledge. I acknowledge that progress outcomes will be shared with the relevant administrators at both institutions to ensure all program requirements are met.

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ANNEXURE

Sample Testamurs

The University of Melbourne:

The
University of [City]

This is to certify that
[Name]

was duly admitted to the degree of
Doctor of Philosophy

in the University of Melbourne on
[Date]

Vice Chancellor

University Secretary

Jointly conferred upon the decision of The University of Melbourne and [Partner University]