



Indian Institute of Technology Madras
IIT P.O., Chennai-600036
India



Curtin University

Curtin University of Technology
GPO Box U1987, Perth, WA 6845
Australia

JOINT DOCTORAL DEGREE PROGRAM

**AGREEMENT FOR JOINT DEGREE
PROGRAMME: Doctor of Philosophy**

between

CURTIN UNIVERSITY AUSTRALIA

and

INDIAN INSTITUTE OF TECHNOLOGY MADRAS

AGREEMENT FOR JOINT DEGREE PROGRAM: Doctor of Philosophy

-
THIS AGREEMENT is made on - - - - - (“**Effective Date**”)

BETWEEN:

- (1) **CURTIN UNIVERSITY OF TECHNOLOGY AUSTRALIA**, a body corporate established under the *Curtin University of Technology Act 1966*, of Kent Street, Bentley, Western Australia 6102 trading as **CURTIN UNIVERSITY** (“**Curtin**”)
and
- (2) **INDIAN INSTITUTE OF TECHNOLOGY MADRAS**, an educational institution created by an Act of Parliament and having its principal address at Chennai 600 036, Tamil Nadu, India (“**IITM**”),

which expression **Institute** shall mean either Institute or University, **party** means either Home Institute or Partner Institute and **parties** means both Home Institute and Partner Institute.

Each a ‘**Party**’ and together the ‘**Parties**’

WHEREAS:

- 1) On 9th April 2013 the Parties entered into a Memorandum of Understanding to develop academic exchange through Joint Degree Program (JDP) of Doctor of Philosophy (PhD) .
- 2) By entering into this Agreement the Parties agree to offer a Joint Doctoral Degree Program in all areas of research in accordance with the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS:

Agreement means this Agreement, including the Schedules, annexures and any amendment to it agreed to in writing by the Parties.

Candidacy Approval means the approval of the research project at Curtin University.

Comprehensive Examination means an Examination conducted to test the general capability of the JDP Student and the breadth of his/her knowledge in his/her discipline and areas related to his/her field of research.

The Comprehensive Examination shall be conducted by a Comprehensive Examination Committee of the Department, consisting of the Doctoral Committee members of the scholar and at least two other faculty members of the Institute nominated by the Chairman of Doctoral Committee.

Home Institution means the institution that is Party to this Agreement and is the institution where the student is originally enrolled.

Joint Degree Program/JDP means the program established by this Agreement.

Partner Institution means the institution that is Party to this Agreement but is not the Home Institution.

JDP Student means a student that has been admitted into the Joint Degree Program.

1. JOINT DEGREE PROGRAM STRUCTURE

The students who are interested in getting admitted into the JDP will be first enrolled at their Home Institute following its own selection procedures. The collaborating faculty from both the institutes will then select the JDP Student from among these students at either Institute. JDP Students selected must meet the entrance requirements of the Partner Institution. This subsequent joint selection will be carried out within six – twelve months of the student enrolling in the Ph.D. program through video conference and/or by any means including exchange of data pertaining to the students, reference letters, and so on. JDP Students who are thus admitted into the JDP program, will have the collaborating faculty members who selected them as their guides/supervisors.

The guide/supervisor at the Home Institute will be the main guide/supervisor and the other from the Partner Institute will be the co-guide/supervisor to the student.

JDP Students shall normally be full-time students although part-time enrolment may be possible in exceptional circumstances.

An Agreement for each JDP Student admitted into the program will be completed and signed by the delegated authority of each party.

2. DOCTORAL THESIS COMMITTEE:

A Doctoral(Thesis) Committee (DC) will be setup for each scholar to monitor the progress of the scholar till thesis is submitted in line with the requirements of each Institution. The guide/supervisor at Curtin will be a member of the DC at IIT Madras, and the Supervisor at IIT Madras will be a member of the DC at Curtin University. Details of the key guides/supervisors will be documented in the Agreement for each student. Any changes to the DC must be agreed by both parties.

The DC will meet a minimum of once in a year through video conferencing till 4 years and beyond that, every six months.

3. COURSEWORK REQUIREMENTS

The JDP Student will satisfy the academic coursework requirements of his/her Home Institute. Courses may be taken when appropriate and recommended by the DC in the Partner Institute.

4. COMPREHENSIVE EXAMINATION

Comprehensive Examination/qualifying examination will be conducted as per the rules of the Home Institute. If the Home Institute does not require a qualifying examination, the candidate will appear for the Comprehensive Examination of IIT Madras and will be coordinated by the co-guide at IIT Madras. The Comprehensive Examination will be conducted by the DC of the student.

Every JDP Student shall pass the Comprehensive Examination satisfactorily.

Where Curtin University is the Partner Institution, every JDP Student will be required to submit an application for Candidacy Approval within two months of arrival.

5. PROGRESS MEETING / SYNOPSIS / THESIS

JDP Students joining the Joint Degree Program will follow Home Institute regulations for monitoring their progress, submission of synopsis and submission / evaluation of the thesis.

6. TIME DURATION

JDP Students should spend a minimum of one year at the Partner Institute working under the supervision of their co-guide/supervisor, and taking courses if required to do so by the DC.

The maximum (if applicable) total duration of the program will be governed by the rules of the Home Institute.

Each JDP Student will be entitled to the leave benefits (if any) available at Home Institute.

7. FEES AND EXPENSES

JDP Students will pay tuition fees to their Home Institute throughout the duration of the JDP, including the duration of study at the Partner Institute, following the Home Institute fee structure.

If IIT Madras happens to be the Home Institute, the student would be entitled for scholarships per IIT Madras Institute Rules.

Financial arrangement for living stipend, travel to and from the Partner Institute, health cover and tuition fees will be documented in the Agreement for each JDP Student prior to the student being admitted into the program.

IIT Madras will provide tuition waiver to JDP Students enrolled at Curtin University as the Home Institution for the duration of their program. In addition, IIT Madras will provide these JDP Students a scholarship, on par with IIT Madras students, that will fully cover living costs on campus.

Curtin University will provide a tuition fee scholarship to JDP Students enrolled at IITM as the Home institution for the duration of their program. In addition, Curtin will provide up to 10 students with a scholarship on par with standard scholarship rates to cover their living costs during the mandatory 12 months spent at the Curtin campus.

Every effort is to be made to ensure that approximately an equal number of JDP Students are admitted to both Institutes, and for the Partner Institutes to provide support to the visiting JDP Students during their stay.

8. WITHDRAWAL AND TERMINATION OF CANDIDATURE

The prevailing regulation for withdrawal and termination of candidature at the JDP Student's Home Institute shall apply.

Notwithstanding the above, each Institute can terminate the candidature of any JDP Student who is in breach of any of the rules, regulations, policies and codes of that Institute, at their sole discretion.

Withdrawal and termination of any JDP Student should be supported by both his/her Home Institute and Partner Institute. In any event, the DC would advise the JDP Student on an appropriate course of action to take, which would be in the best interest of the JDP student.

9. THESIS REVIEW REPORTS & VIVA VOCE EXAMINATION

Evaluation of thesis by external examiners and conducting of final viva-voce examination/defence shall follow the Home Institute's procedure.

When there is no procedure prescribed for the conduct of such examination, the procedures prescribed by IITM shall apply for evaluation of Thesis and conduct of viva-voce examination.

Copies of all examination reports, in English, will be forwarded to the DC at the Partner Institution.

The Partner Institution will assess the examination reports according to its rules and procedures.

10. AWARD OF DEGREE

The JDP Student who completes all the requirements of the JDP as described above will be awarded degree certificate/s from their Home Institution which indicates that the degree was conducted and awarded in collaboration with Partner Institution.

The format and wording of the degree certificate/s will be jointly finalized by the two Institutes. The degree will be awarded at the convocation of the Home Institute.

11. STUDENT OBLIGATIONS

JDP Students will be subjected to the rules, regulations, policies and codes of the Partner Institute while in the Partner Institute in addition to those of their Home Institute.

12. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

All intellectual property held by a Party prior to entering into this Agreement or disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by either Institute will belong to that Institute and may not be made use of except with that Institute's prior written consent. The provisions of this clause will survive till the termination of this Agreement.

Where the Institutes jointly develop intellectual property, inventions and innovations as a result of the research work of the JDP Student working under the supervision of the guide and co-guide 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 Institute's policies and governance requirements and the terms and conditions imposed by any individual funding agencies or grant-making organizations.

The general guiding principle for such case-by-case agreements will be that the intellectual property rights devolving on the faculty guides / collaborators and respective Institutes, will devolve in equal measure on the faculty guides / collaborators and similarly in equal measure on the respective Institutes.

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.

13. AMENDMENTS

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

14. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in force for a period of five (5) years.

The term of this Agreement will commence on the date the last party executes it. The Agreement shall be in place for a period of five years, or for the duration of candidacy of all Program Students enrolled in the Collaborative Doctoral Program, whichever is the latter.

The Agreement may be extended by the mutual agreement in writing of the Parties under mutually agreed terms and conditions.

Both Parties agree that in the event this Agreement is terminated for any reason, the Parties will use their best endeavors to allow all students 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 student to satisfy the requirements of and complete the JDP he/she is enrolled in, the Parties will endeavor to allow that student, at his/her election, to complete the requirements for the Ph.D. degree offered by the Home Institute. . The Parties agree that such a student will be given credit for all relevant units previously undertaken by the student at the Partner Institute as part of the JDP.

15. ASSUMPTION OF LIABILITY

Each Institution assumes any and all risks of personal injury, property damage or other liabilities attributable to the negligent acts or omissions of that institution and the officers, employees and agents thereof.

Insurance: Each Institution warrants and represents that it has various covers applicable to the officers, employees, and agents of that Institution while acting within the scope of their employment. Each Institution shall at the request of the other institution provide relevant Certificates of Currency of insurance or other evidence of insurance upon demand.

The Partner institution is not responsible for covering the costs of medical treatment or hospitalisation for visiting scholars or students and it is recommended the visitors obtain overseas health insurance coverage from their home country.

16. DISPUTE RESOLUTION

Any disputes 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.

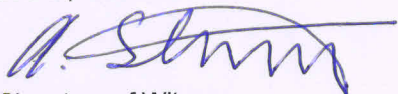
Prof. Thomas Brett kirk
Associate Deputy Vice Chancellor
Research
Curtin University



Signed for and on behalf of
 Designation with Seal

Date: 14/5/2015.

In the presence of



Signature of Witness
 Name: Prof. Andris. T. Stelbovics
 Designation: Pro-Vice Chancellor

Prof. Bhaskar Ramamurthi
Director

Indian Institute of Technology Madras



Signed for and on behalf of
 Designation with Seal

Date: 14th May 2015

In the presence of



Signature of the Witness
 Name : Prof. R. Nagarajan
 Designation: Dean International & Alumni
 Relations