

DUAL DEGREE CONSORTIUM AGREEMENT

BETWEEN

MICHIGAN STATE UNIVERSITY

AND

INDIAN INSTITUTE OF TECHNOLOGY MADRAS

This Dual Degree Consortium Agreement (the “Agreement”) is entered into as of June 2016, between Michigan State University (“MSU”), an organization created by the constitution of the State of Michigan having its principal office in East Lansing, Michigan, United States of America and Indian Institute of Technology Madras (“IITM”), an organization created under Act of Parliament having its registered office at Chennai – 600036. MSU and IITM are referred to collectively as the “Parties.”

WHEREAS, MSU, through its College of Engineering, offers doctoral programs in several disciplines;

WHEREAS, IITM, offers doctoral programs in Engineering and Science disciplines;

WHEREAS, IITM and MSU seek to collaborate to allow Students to enroll in an MSU doctoral Engineering program while enrolled in a doctoral engineering program at IITM or at MSU;

WHEREAS, pursuant to this Agreement, IITM and MSU will collaborate to allow students (the “Students”) to contemporaneously enroll in doctoral engineering programs at IITM and MSU; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the Parties agree to collaborate regarding various dual degree programs (each a “Program” and collectively, “Programs”) offered by MSU, through its College of Engineering, and IITM, through its various departments, to the Students.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE 1. PURPOSE OF THIS AGREEMENT This Agreement sets forth an arrangement among the Parties regarding the Programs. This Agreement covers the governance and administration of the Programs, the duties of the Parties, allocation of costs for the Programs, and other such matters.

ARTICLE 2. REPRESENTATIONS

- A. MSU represents that it:
 - 1. is a constitutional corporation created by the constitution of the state of Michigan;
 - 2. has the legal capacity to enter into this Agreement; and
 - 3. has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

- B. IITM represents that it:
 - 1. is an educational entity in good standing in the country of India;
 - 2. has the legal authority to enter into this Agreement; and
 - 3. has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE 3. ADMISSION TO A DUAL DEGREE PROGRAM

A. Students interested in participating in a Program must be enrolled in an engineering doctoral program at either MSU or IITM.

B. Admission to a Dual Degree Program at MSU.

- 1. In order to be admitted to a Program at MSU, a Student must meet the minimum requirements for enrollment at MSU, as determined by MSU's admission office and the MSU College of Engineering (EGR).
- 2. Consideration of admission to a Program at the department level in the MSU EGR would require the identification of the two collaborating faculty, one in MSU EGR and the other at IITM, who would serve as joint PhD advisors of the Student. For Students enrolling in a Program at MSU, the MSU faculty would serve as the PhD advisor (i.e., PhD committee Chair) for the MSU degree, with the IITM faculty acting as the co-advisor.
- 3. MSU will have final authority to admit a Student to a Program. Nothing in this Agreement shall be construed as requiring MSU to admit any Student to a Program.

C. Admission to a Dual Degree Program at IITM.

- 1. The students who are interested in getting admitted into the dual degree program will be first selected to the PhD programs at IITM following its own selection procedures.
- 2. The collaborating faculty from both the institutes will select the scholars from among the students thus selected into the individual PhD programs at either Institute.
- 3. The subsequent joint selection will be carried out within 6-12 months of the student 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.
4. Students who are thus admitted into the program, will have the collaborating faculty members who selected them as their guides/supervisors.
 5. The guide at the Home Institute will be the main guide and the other from the Partner Institute will be the co-guide to the student.

ARTICLE 4. COURSE REQUIREMENTS

A. A Student participating in a Program shall satisfy the course requirements of the respective parties: Michigan State University and IIT Madras. including any remedial course mandates (if necessary).

B. MSU Course Requirements.

1. Depending on the particular MSU EGR Department, it may be possible to satisfy some of the course requirements based on classes taken at IITM. The actual details will have to be coordinated after a Student has been admitted to a Program in consultation with the MSU EGR Department's graduate program director and the Student's MSU PhD advisor, and detailed in the Student's PhD program plan.
2. A Student enrolled in a Program is required to complete 24 (but not more than 36) dissertation research credits at MSU. All courses taken should be approved by the Student's guidance committee and the Student should maintain the minimum GPA requirement for obtaining a PhD at MSU.

C. IITM Course Requirements.

Courses may be taken when appropriate and recommended by the doctoral committee (or equivalent) in the Partner Institute.

1. Depending on the particular Department, it may be possible to satisfy some of the course requirements based on classes taken at MSU. The actual details will have to be coordinated after a Student has been admitted to a Program in consultation with the Dean Academic Research/Department Head and the Student's IITM PhD advisor, and as detailed in the Student's PhD program plan.
2. A Student enrolled in a Program is required to complete 12-24 dissertation research credits at IITM. All courses taken should be approved by the Student's Doctoral committee and the Student should maintain the minimum GPA requirement for obtaining a PhD at IITM.

ARTICLE 5. PhD GUIDANCE COMMITTEES

A. For a Student admitted to a Program, a PhD guidance committee (or doctoral committee) may be formed as per the guidelines of the respective Party.

B. MSU Guidance Committee

1. MSU PhD guidance committees are required to consist of at least four members of the MSU tenure-system faculty. The MSU EGR further requires that at least two members of the guidance committee be from the major department and at least one member from a department outside of the major department. With approval from the MSU Graduate School, the IITM collaborating faculty (i.e., the co-advisor referenced in Article 3.B.2) will serve as one of the four required members of the committee. The MSU collaborating faculty (i.e., the MSU PhD advisor) will serve as the chair of the guidance committee at MSU. IITM may add up to two more IITM faculty members to the overall guidance committee, making the final composition of the guidance committee to be at least three MSU faculty members and one to three IITM faculty members.
2. The Student is expected to form the committee within one year of admission into a Program.
3. The voting members of the MSU guidance Committee will be comprised of a majority of MSU faculty.

C. IITM Guidance Committee

A Doctoral Committee (or Equivalent) will be set up for each scholar to monitor the progress of the student until the theses is submitted.

A Doctoral Committee consists of the following (or equivalent)

1. Head of the Department/Chairperson (or nominee of Head of Department/Chairperson) of the Home Institute [If the Head of Department happens to be the Guide of the scholar, the senior most Professor/previous Head of Department will be nominated by the Chairman, Senate, or his/her nominee.]

Head of Department may nominate the Chairperson, if he/she is otherwise engaged for the conduct of Doctoral Committee meetings to assess the progress of the scholars.

The Head of Department must be present for comprehensive Exam / Synopsis / Thesis report / Viva voce meetings (thesis defense) of the scholar. - Chairperson.

2. The Dean (Academic Research) of Home Institute or nominee. – Member

3. Research Guides from both the Institutes. – Members

4. One faculty member each of the Departments of both the Institutes to which the guides belong, nominated by the respective Chairpersons, Senate following the procedures of the respective Institutes. – Members

5. One faculty member each of allied Departments of both the Institutes, or their respective allied Institutions, nominated by the respective Chairpersons, Senate following their respective procedures. - Members

ARTICLE 6. PhD QUALIFYING EXAMINATION

A. All Students need to demonstrate that they are qualified to pursue doctoral studies, both in terms of knowledge as well as aptitude to pursue research. Students need to meet the qualifying examination requirements of the respective Parties.

B. MSU Qualifying Examination. Students admitted to a Program must meet the MSU EGR PhD qualifying examination requirements. The manner in which these examinations are administered and their timing is defined by each individual EGR department and are described in their respective graduate handbooks.

C. IITM Qualifying Examination/Comprehensive Examination. Students admitted to a program must write a qualifying examination which will be conducted as the rules of the IITM. The qualifying examination will be conducted by the Doctoral Committee of the student and an additional member. Every PhD scholar shall pass the Qualifying Examination/Comprehensive Examination satisfactorily.

ARTICLE 7. COMPREHENSIVE EXAMINATION/SYNOPSIS REVIEW

A. All Students enrolled in a Program must complete a PhD pre-defense evaluation at each institution, which shall be conducted in accordance with the guidelines of the respective Parties.

B. MSU Comprehensive Examination

1. A Student enrolled in a Program at MSU shall schedule a PhD comprehensive examination at least six months before the intended thesis defense. The examination will consist of both an oral examination and a written component. The Student will provide the written document to the PhD guidance committee at least two weeks before the date of the comprehensive exam. Depending on the location of guidance committee members, the examination may be carried out via video-conference. The Student must be registered at MSU during the semester the comprehensive exam is taken. This requirement may be waived, at MSU's sole discretion, if the exam is taken in summer.

C. IITM Synopsis Meeting

1. A Student enrolled in a program @ IITM, on satisfactory completion of the prescribed courses, the comprehensive examination and the research work, shall submit the requisite copies of the synopsis of his/her research work in the required format through the guide(s).
2. Prior to submission of the synopsis, the scholar is required to give at least two seminar talks on the topic of his/her research.
3. A synopsis review meeting will be conducted by Dean Academic Research, which must be successfully passed by the candidate.

ARTICLE 8. THESIS DEFENSE

A. A Student enrolled in a Program will defend the PhD dissertation in an open forum. The defense may be conducted as per the Party's procedures and regulations.

The single thesis shall be written in English and shall be submitted to the respective boards of each university for examination as per their rules and regulations. The PhD thesis will be submitted to both supervisory teams prior to final submission, who will assess it for suitability and quality at their university. The thesis will be examined at each university consistent with their PhD rules and regulations.

B. The state of Original Authorship must state that, *"The work contained in this PhD thesis undertaken to fulfill the separate degree requirements of MSU and IITM has not been previously submitted to meet the requirements for an award at these or any other higher education universities. To the best of my knowledge and belief, the thesis contains no material previously published or written by another person except where due reference is made."*

C. MSU Thesis Defense

When a Student defends his or her thesis at MSU, the Student must be registered and enrolled at MSU during the semester of the thesis defense. Only the guidance committee members may participate in the examination portion of the defense.

D. IITM Thesis Defense

Evaluation of theses by external examiners and conducting of final viva-voce examination/defense shall follow the IITM procedure.

ARTICLE 9. PROGRAM PROGRESS, DURATION AND AWARD OF DEGREE

A. The Parties anticipate that a Student admitted to a Program will earn a PhD from both institutions within five years of enrollment.

B. Students admitted to a Program at IITM will be required to spend at least two years at MSU and Students admitted to a program at MSU will be required to spend at least two years at IITM.

C. An illustrative example for a Student (admitted at IITM/MSU) needing 5 years to complete a Program is below. Variations from the 5-year schedule may be granted by agreement between the collaborating faculty and the graduate program directors.

1. Year 1 – Students may take course work at IITM/MSU and initiate their research with the collaborating faculty at the two institutions. Year 1 will be spent satisfying the course requirements of a Program at the respective institutions and fulfilling the IITM/MSU PhD qualifying examination requirement.
2. Year 2 – Students continue their course work at IITM/MSU and conduct research as directed by the collaborating faculty at the two institutions.
3. Year 3 & 4 – Students continue their research and course work at MSU/IITM.
4. Year 5—Students continue research at MSU/IITM, complete the thesis dissertation, submit for evaluation and defend.

D. Successful completion of all of a Program’s academic requirements, as determined by each Party with respect to its requirements, will result in the award of PhD degrees separately from both MSU and IITM.

E. A decision by one Party not to award the degree does not preclude the other Party from awarding the degree of that Party with its standard degree and diploma negotiations.

F. The Parties agree that a diploma issued by each institution upon the award of a PhD degree will bear a suitable notation, as determined by the degree granting institution, acknowledging the student’s participation in a Program.

G. The academic transcripts of both universities, (where applicable) must also state that the degree was awarded as a consequence of the Student’s participation in the PhD program partnership between MSU and IITM.

ARTICLE 10. STANDARDS APPLICABLE TO STUDENTS ADMITTED TO A PROGRAM.

A. Students participating in a Program shall be subject to the standard academic, enrollment and program constraints of the institution at which a Student is located and enrolled. For example, a student originating at IITM, but enrolled and located at MSU will be subject to MSU’s academic, enrollment and program constraints.

B. Students participating in a Program shall be subject to, and abide by, all current, applicable academic and non-academic policies, including copyright and patent policies, of the institution at which a Student is located and enrolled.

C. An institution may dismiss a Student from a Program pursuant to its applicable procedures and policies. Each institution may require the withdrawal of any Student participating in a

Program whose academic standing or conduct warrants such action.

ARTICLE 11. OBLIGATIONS OF THE PARTIES

A. Obligations of IITM.

1. IITM shall be responsible for supporting Students enrolled in a Program while Students are located at IITM. IITM will not be obligated to provide any financial support to a student while the student is not located in IITM.
2. All costs for IITM to comply with the laws of India in connection with a Program, whether city, state, central, or other, shall be borne by IITM.
3. IITM shall bear full responsibility for the development and maintenance of all facilities and technology used for the delivery of a Program on the campus of IITM.
4. IITM shall bear full responsibility for the salary and fringe benefits of the IITM faculty members involved in a Program.

B. Obligations of MSU

1. MSU EGR will support Students enrolled in a Program for the period that the Students are located at MSU. MSU's support will include tuition, a stipend, and health insurance. MSU will not be obligated to provide any financial support to a Student while the Student is not located at MSU.
2. MSU shall bear full responsibility for the development and maintenance of all facilities and technology used for the delivery of a Program on the campus of MSU.
3. MSU shall bear full responsibility for the salary and fringe benefits of the MSU faculty members involved in a Program.

ARTICLE 12. TERM AND TERMINATION

A. The term of this Agreement commences on the date first set forth above and shall expire on December 31, 2021, unless such expiration date has been extended, by mutual agreement of the Parties, to December 31, 2022.

B. This Agreement may be terminated in the following manners: (a) any Party may terminate this Agreement by providing the other Party with written notice of its termination, and such termination shall be effective 180 days from the date of the written notice; (b) in the event of default pursuant to Article 13 of this Agreement, provided that the non-defaulting Party provides the defaulting Party notice of default and the defaulting Party does not remedy the default with thirty (30) days after the issuance of the notice of default; (c) upon the consent of all Parties hereto; or (d) in MSU's/IITM's discretion, if the acts or omissions of IITM/MSU leads directly or indirectly to the damage of MSU's/IITM's reputation or standing in the academic community.

C. Should this Agreement expire or be terminated, both Parties agree to protect the interests of Students in their current academic term. Students issued acceptance letters and Students currently enrolled in a Program shall be allowed to complete a Program under the terms and condition of this Agreement.

D. Within 30 days of the expiration or termination of this Agreement, each Party shall return to the other Party all Program materials (including photocopies) provided by that other Party by registered mail or reputable international courier. Each Party shall then permanently destroy any electronic copies of the other Party's materials. It is the intent of this Agreement that upon expiration or termination, neither Party shall retain any of the other Party's Program materials, Program related materials, or proprietary information.

E. Upon the expiration or termination of this Agreement, each Party shall immediately cease making any representations of any collaboration between the Parties, except as is necessary for the conclusion of a Program for those Students referenced in Section 12.C.

F. The expiration or termination of this Agreement does not affect any accrued rights or remedies of either Party.

ARTICLE 13. DEFAULT

The occurrence of any of the below events shall constitute a default under this Agreement.

A. Any inaccuracy in or breach of any representation by a Party contained in or made pursuant to this Agreement.

B. The failure a Party to obtain all necessary approvals of a governing body necessary for the delivery of a Program;

C. Any breach by a Party or failure by a Party to perform any of its respective covenants, obligations or agreements contained in or made pursuant to this Agreement.

ARTICLE 14. INDEMNIFICATION

IITM shall defend, indemnify and hold harmless MSU and each of its trustees, officers, employees, and agents from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the negligence or intentional acts or omissions of IITM, its trustees, officers, agents, or employees related to this Agreement.

MSU shall defend, indemnify and hold harmless IITM and each of its trustees, officers, employees, and agents from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the negligence or intentional acts or omissions of MSU, its trustees, officers, agents, or employees related to this Agreement.

ARTICLE 15. INTELLECTUAL PROPERTY

Intellectual property that results from research carried on by, or under the direction of any employee of MSU who is supported by MSU funds or funds controlled or administered by MSU shall be assigned to MSU pursuant to its policies. Intellectual property developed by IITM employees shall be assigned to IITM pursuant to its policies. Intellectual property jointly developed by both MSU and IITM employees shall be jointly owned.

The protection of thesis content and the publication and exploitation of the research results and acknowledgement of the researchers involved will be subject to the regulations of both universities. If required, specific agreements will be arranged for the protection of the intellectual property by the appropriate university entities that are formally responsible for this.

ARTICLE 16. MISCELLANEOUS

A. MSU shall have sole ownership of the curriculum from the MSU courses utilized by the Programs and IITM shall have sole ownership of the curriculum from the IITM courses utilized by the Programs.

B. The Parties agree to comply with applicable United States and Indian laws and regulations regarding export controls. Both parties acknowledge that export control restrictions may apply to certain aspects of a Program. Both parties agree that each institution may make adjustments to the content of a Program or curriculum if they determine, in their sole discretion, that such adjustments are necessary to comply with United States and Indian export controls.

C. IITM acknowledges that, with respect to Students participating in a Program, it will have access to the MSU's Education records as defined under the Family Educational Rights and Privacy Act (FERPA). IITM agrees to abide by the limitations and requirements imposed on school officials by FERPA and its implementing regulations. IITM will use the Education records only for the purposes of this Agreement, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the MSU.

D. MSU acknowledges that, with respect to Students participating in a Program, it will have access to the IITM's Education records. MSU will use the Education records only for the purposes of this Agreement, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the IITM

E. Study and internships in the United States for Program Students is contingent on the timely receipt of appropriate visas, as may be required. MSU cannot guarantee that prospective Students will be able to receive a visa. IITM Students will be required to be in contact with

MSU's Office of International Studies and follow all necessary steps to obtain the appropriate visa. IITM Students will be required to maintain their visa status.

F. Study and internships in India for Program Students is contingent on the timely receipt of appropriate visas, as may be required. IITM cannot guarantee that prospective Students will be able to receive a visa. MSU Students will be required to be in contact with IITM's Office of International Relations and follow all necessary steps to obtain the appropriate (research) visa. MSU Students will be required to maintain their visa status.

G. It is expressly understood that no employee, agent, partner or representative of either Party is an employee, agent, partner or representative of the other Party. Each Party to this Agreement is acting as an independent contractor, and has no authority to bind or represent the other Party.

H. Neither party shall assign this Agreement or any right or duty under this Agreement without the prior written consent of the other Party, which can be withheld at that Party's sole discretion.

I. Nothing contained in this Agreement shall be construed as conferring on any Party any right to use the other Party's name as an endorsement of any product or service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party.

J. Nothing in this Agreement shall be construed to create a legal right in any Program participant or other third party to enforce its terms or to subject either Party to liability to any participant or other third party for any failure to comply with its terms.

K. Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, height, weight, marital or family status, ethnicity, religion, national origin, or disability.

L. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

M. Whenever a Party desires to give or serve any notice, demand, request or other communication with respect to this Agreement upon the other Party, each such notice shall be in writing and shall be effective only if the notice is delivered by personal service, by internationally-recognized courier (such as FedEx, DHL, or similar service), or by facsimile, addressed as follows:

If to MSU, to: Dean Steven Hanson, Associate Provost and Dean for International Studies and Programs Michigan State University 207 International Center East Lansing, MI 48824
hansons@msu.edu Phone: +517 355 2352 Fax: + 517 353 7254

If to IITM, to: Dean R. Nagarajan, International Relations and Alumni Relations
Indian Institute of Technology Madras
IC&SR Building Room No. 25, 2nd Floor
Chennai – 600036
Email id deaniar@iitm.ac.in
Phone: +91 44 2257 8390 Fax: +91 44 225 70545

N. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein. No modification or amendment to this Agreement shall be binding upon the Parties unless made in writing and duly executed by authorized representatives of both Parties.

O. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, enrollment restrictions ordered by MSU/IITM, or failure or delay in delivery by suppliers or delays in transportation.

P. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to amend the Agreement in order to achieve the original intent of such provision.

Q. The parties to this Agreement undertake to resolve disagreements or disputes arising from the implementation and interpretation of this Agreement in a professional and collegial manner.

[Signature pages appear on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

INDIAN INSTITUTE OF TECHNOLOGY MADRAS

BY: B. Ramamurthi
Bhaskar Ramamurthi, Director

Date: 19. 1. 2017

BY: R. Nagarajan
R. Nagarajan, Dean of International Affairs & Alumni Relations

Date: 19/1/2017

MICHIGAN STATE UNIVERSITY

BY: Satish Udpa
Satish Udpa, Executive VP for Administration

Date: January 19, 2017

BY: Leo C. Kempel
Leo C. Kempel, Dean of Engineering

Date: 19 January 2017



INDIAN INSTITUTE OF TECHNOLOGY MADRAS

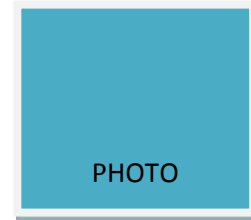
hereby confers the degree of

Doctor of Philosophy

of the Institute

on

<<name>>



for successfully completing the prescribed programme of study and

presenting the thesis entitled

<< TITLE >

jointly with -----

Given this day the Michigan State University

under the seal of the Institute

Registrar

Director

Chairman, Board of Governors