

Dated 19 February 2008

Between

NATIONAL UNIVERSITY OF SINGAPORE

and

INDIAN INSTITUTE OF TECHNOLOGY MADRAS

**AGREEMENT FOR THE PROVISION OF JOINT DEGREE
PROGRAMMES**

**at the Doctor Of Philosophy level in the fields of Computing,
Engineering and Science**



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THIS AGREEMENT is made on 19 February 2008 ("**Effective Date**")

BETWEEN:

- (1) **NATIONAL UNIVERSITY OF SINGAPORE**, a company limited by guarantee incorporated in Singapore under the Companies Act (Cap. 50) and having its registered address at 21 Lower Kent Ridge Road, Singapore 119077 ("**NUS**"); 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, Tamilnadu, India ("**IITM**"),

(hereinafter jointly referred to as the "**Parties**" and singularly as a "**Party**".)

WHEREAS:

- (A) On 18 January 1996 the Parties entered into a Memorandum of Understanding ("**1996 MOU**") to develop academic exchange and cooperation in teaching and research.
- (B) On 3 May 2006 the Parties entered into a Memorandum of Understanding ("**2006 MOU**") to establish a joint degree programme which would lead up to a Doctor of Philosophy ("**Ph.D.**").
- (C) Further to the 1996 MOU and the 2006 MOU, the Parties agree to offer joint degree programmes at the Ph.D. level in the fields of Computing, Engineering and Science (collectively, the "**JDPs**" and each a "**JDP**") that will be conducted in accordance with the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 JOINT DEGREE PROGRAMME STRUCTURE

- 1.1 The first intake for the JDPs is planned for August 2008 (Semester 1, Academic Year 2008/2009).
- 1.2 The JDPs will have all the academic requirements of the regular Ph.D. programmes of both NUS and IITM.
- 1.3 Faculty members from both Parties will participate in the teaching of modules and the joint supervision of research projects in Singapore, in India and via teleconference.
- 1.4 Students who are selected into each JDP will be enrolled at both NUS and IITM and graduate with a joint degree.

- 1.5 Prospective students may apply to either NUS or IITM to be admitted into each JDP. When accepted, the admitting Party will be that student's home university. The other Party will be known as that student's partner university.
- 1.6 The minimum period of candidature is two (2) years and the maximum period is five (5) years. Candidates who would like to extend their period of candidature must seek approval from both Parties.
- 1.7 Students enrolled in the JDPs would normally be required to spend at least half the duration of their candidature at their home university and at least one (1) academic year (or its equivalent) at the partner university reading modules and/or working on research. JDP students may spend a maximum of two (2) academic years (or equivalent) at the partner university. The last semester of the students' candidature must be spent at their home university.
- 1.8 Each JDP student will only be entitled to the leave benefits (if any) available at their home university.

2 JOINT ACADEMIC COMMITTEE

The Parties shall form a Joint Academic Committee ("**JAC**") which shall be responsible for the academic, administrative and operational matters relating to the JDPs. Each Party shall have three (3) representatives on the JAC.

3 ADMISSION REQUIREMENTS

- 3.1 Prospective students will be admitted into the JDPs in accordance with the prevailing admission criteria of both Parties.
- 3.2 In addition, the following guidelines shall apply to all prospective students applying for the JDPs:
 - (a) Prospective students must have good academic standing. Students applying for admission into the JDPs must have a good honours degree in Computing, Engineering, Science (as the case maybe), or its equivalent. In the case of a prospective student whose first degree is not directly in the area of the proposed programme of research, a detailed Ph.D. research proposal must accompany the application.
 - (b) Prospective students must show that they have the aptitude, motivation and maturity to learn and excel in the environment of both universities.
 - (c) Prospective students applying for the JDPs shall be required to make a declaration on their application forms as to whether they had earlier made any applications to NUS and/or IITM, and the outcome of such applications (if any). In such cases, only previously shortlisted candidates will be interviewed (if necessary) and the admission endorsed by the JAC. The JAC is to exercise due diligence in ensuring that an applicant previously rejected by NUS and/or IITM on grounds of ineligibility due to their qualifications or lack thereof, is not accepted into any of the JDPs.
- 3.3 Successful students will be admitted directly to the Ph.D. programme at NUS or IITM on a full-time basis on the recommendation of the JAC.

4 SUPERVISION OF RESEARCH

- 4.1 Faculty members from both Parties will be identified as joint supervisors / guides for the research project of each JDP student. Any number of co-supervisors / guides as are deemed necessary may be assigned to each research project.
- 4.2 For the purpose of academic focus and administrative convenience, each JDP student will be considered a student of the department to which the joint supervisor(s) / guide(s) at his/her home university belongs. JDP students will have to satisfy the programme requirements of this department of his/her home university.

5 COURSEWORK REQUIREMENTS

- 5.1 JDP students shall be required to undertake coursework as required by the relevant department of his/her home university. The specific prevailing requirements for the Ph.D. programme in the respective departments will apply.
- 5.2 To encourage greater exposure and provide students with more networking opportunities, JDP students will be encouraged to read approved courses at the partner university (up to a limit of fifty per cent. (50%) of the coursework requirement). JDP students will be granted credit for courses taken at the home and/or partner university towards fulfilment of the requirements of their Ph.D. programme. Credit for courses taken at the partner university will be transferred to the home university, provided the grades achieved for these courses satisfy the minimum coursework requirement for those courses at the partner university.

6 FEES AND EXPENSES

- 6.1 JDP students will pay tuition fees to their home university throughout the duration of the JDP, including the duration of study at the partner university. JDP students shall be exempted from paying fees to the partner university.
- 6.2 JDP students shall secure an approved funding plan from their home university. JDP students who have been awarded a research scholarship from their home university shall be bound by the terms and conditions of the research scholarship of from their home university.
- 6.3 Airfare, travel, accommodation and all other living expenses including medical/health insurance incurred by a JDP student in travelling to the partner university, shall be borne by the JDP student. The partner university may, at its option, offer a subsidy to JDP students to help defray these expenses.

7 CONTINUATION, WITHDRAWAL AND TERMINATION OF CANDIDATURE

- 7.1 The prevailing conditions for continuation, withdrawal and termination of candidature at the JDP student's home university shall apply.
- 7.2 The continuation, withdrawal and termination of any JDP student must be supported by both his/her home university and partner university. In any event, the JAC would advise the JDP student on an appropriate course of action to take, which would be in the best interest of the JDP student.

8 THESIS EXAMINATION

- 8.1 A Ph.D. Qualifying Examination (including a thesis proposal or synopsis, whichever is applicable) shall be conducted according to the home university's requirements.
- 8.2 A Doctoral / Thesis Committee shall be formed for each new JDP student to review the student's progress as prescribed by the home university's guidelines and regulations. The composition of the Doctoral / Thesis Committee shall include the joint supervisor(s) / guide(s) from the home and partner universities. Additional members of the Doctoral / Thesis Committee shall come from either the home or partner university. Time and budget permitting, the Doctoral / Thesis Committee is expected to meet at least once during the JDP student's Ph.D. candidature either in person or by teleconference.
- 8.3 A JDP student's written thesis, upon approval by his/her joint supervisor(s) / guide(s), will be examined by a panel of examiners comprising three (3) members, none of whom should be his/her joint supervisor(s) / guide(s). There shall be one internal examiner from each of the home and partner universities and one other external examiner agreed upon by the JAC.
- 8.4 A JDP student's oral defence of his/her written thesis shall be conducted at his/her home university with a possible teleconference link to the examiner(s) at the partner university. The examiners for the oral defence shall comprise examiners of the written thesis and must be mutually agreed upon by the home and partner universities.

9 GRADUATION REQUIREMENTS AND CONFERMENT / AWARD OF DEGREE

- 9.1 A JDP student must satisfy the prevailing coursework graduation requirements specified by the relevant department of his/her home university. For the thesis examination, the JDP student must pass the qualifying examination (both written and/or oral forms) if applicable, submit a satisfactory written thesis and pass the oral defence of his/her written thesis.
- 9.2 The joint Ph.D. degree will be conferred by both Parties in one certificate bearing the crests of both home and partner universities. The joint Ph.D. degree will be presented at the JDP student's home university.
- 9.3 The joint Ph.D. degree awarded to all successful JDP students will be identical save that the student may use the title of "Ph.D. (NUS-IITM)" where NUS is the home university or "Ph.D. (IITM-NUS)" where IITM is the home university.

10 STUDENT OBLIGATIONS

JDP students will be subject to the rules, regulations, policies and codes of the partner university while in the partner university, in addition to those of their home university. Specifically, JDP students must adhere to the standards spelt out in the NUS Code & Procedures on Research Integrity and any similar codes at IITM.

11 INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 11.1 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.

- 11.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by a Party will belong to that Party and may not be made use of except with that Party's prior written consent. The provisions of this Clause will survive the termination of this Agreement.
- 11.3 Where the Parties jointly develop intellectual property, inventions and innovations, the terms with respect to title to 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 Party's policies and governance requirements and the terms and conditions imposed by any individual funding agencies or grant-making organisations. 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 any intellectual property currently licensed to or belonging to either Party.

12 PUBLICATION OF ARTICLES

The JDP students and their joint supervisor(s) / guide(s) may, with the written consent of both the home and partner universities, such consent not to be unreasonably withheld, publish any scientific results and findings made in the course the JDPs in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the home and partner universities prior to publication of the same for the Parties' perusal and written consent.

13 REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY

- 13.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- 13.2 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this Agreement is in effect.
- 13.3 All information furnished in relation to this Agreement by one Party to the other, which is clearly identified as proprietary or confidential at the time of disclosure, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this Agreement, unless agreed in writing between the Parties.
- 13.4 The provisions of Clause 13.3 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightfully received by the receiving Party from third parties without any breach of confidentiality obligations.
- 13.5 Clauses 13.3, 13.4 and 13.5 will survive the expiry or termination of this Agreement for one (1) year from the date of expiry or termination of this Agreement.

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 will use their best endeavours to allow all students enrolled in the JDPs who are eligible to complete their candidature to continue and complete the JDPs 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 endeavour to allow that student, at his/her election, to complete one of the single degrees offered by the Parties that is part of that student's JDP. The Parties agree that such a student will be given credit for all relevant units previously undertaken by the student at the other Party's institution as part of his/her JDP.

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 or Director of the respective Parties or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the Parties.


17 2006 MOU SUPERSEDED

This Agreement shall supersede and replace the 2006 MOU.

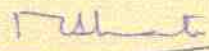
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first abovementioned.

SIGNED for and on behalf of
NATIONAL UNIVERSITY OF SINGAPORE

SIGNED for and on behalf of
INDIAN INSTITUTE OF TECHNOLOGY
MADRAS



Professor Shih Choon Fong
President



Professor M S Ananth
Director