

JOINT DOCTORAL DEGREE PROGRAM

Guidelines and Terms of Engagement



**INDIAN INSTITUTE OF TECHNOLOGY MADRAS
CHENNAI – 600036
INDIA**

Guidelines regarding Joint Doctoral Degree Programme with other Universities

1. IITM is desirous of creating joint doctoral degree programmes (JDP) with reputed foreign universities. Typically, a university with which it creates such a programme will be comparable with IITM in terms of size of its faculty, scope of its research and doctoral degree programme, infrastructure, and quality of research output. In some cases, IITM may enter into a joint degree programme with a university specifically in certain areas/departments in which the university is on par with IITM, even if the university as a whole is not comparable in some aspects.
2. Before considering a JDP with a university, IITM expects sufficient collaborative research to have been undertaken by a few faculty members in the two institutions, including exchange visits by their PhD students. Such collaborations should preferably have resulted in joint publications. It would also be preferable if several faculty members from the two institutions have had collaborations. A good degree of such prior engagement will provide evidence that the JDP, when created, has a reasonable chance of success.
3. A standing committee of the Senate will assess the compatibility of a university and its Ph.D programme with IITM and its programme. In order to carry out this assessment, the committee will seek relevant information from the university regarding its faculty strength, research areas, journal publications, research infrastructure, research scholar strength, admission process for Ph.D programme and eligibility, requirements for award of Ph.D degree including coursework, qualifying / comprehensive exam, thesis examination, and defence / viva voce examination, modes of funding support to research scholars, etc. The committee will prepare a report for the Senate on the suitability of the university and its Ph.D programme for a JDP with IITM. The Senate will then consider the report and decide on whether to have the JDP or not.
4. An important factor that will impact the success of a JDP is financial support for JDP scholars during their stay at the Partner University. If the scholar is expected to pay the fees and support himself/herself at the Partner Institute, the JDP will be unattractive for scholars admitted to IITM as the Home Institute. When discussing the JDP programme with a university, IITM will emphasize that it desires that an equal number of students be admitted into the JDP at both institutes, say, over a 5-year period. This will lead to an equal number of visiting students spending a year or more at IITM as at the partner university. Assuming that the PhD student is provided financial support at the Home Institute for fees and living expenses, it should then also be possible for each institute to extend financial support to the visiting JDP scholar. This could be done by either (i) having the Home JDP scholar pay fees even while he/she is away at the Partner Institute, or (ii) charging no fees from the visiting scholar. Similarly, living expenses could be provided for the visiting scholar by (iii) suspending payment by the Home Institute of support for living expenses to the Home scholar, when he/she is away at the Partner Institute, and (iv) payment by the Partner (host) Institute to the visiting scholar support for living expenses as are normally paid to the Home scholar. This will essentially amount to an exchange of financial support between the visiting scholars at the two Institutes over the long term. The amounts thus exchanged may not be equal in value at currency exchange rates, but are equivalent in terms of what they provide the students.
5. There is no attempt to make the requirements for the PhD degree completely identical for students admitted to the two institutes. Once the standing committee establishes approximate equivalence between the two institutes and their respective PhD degrees, it is considered sufficient if the JDP scholar by and large satisfies the requirements of the admitting Home Institute. Exceptions are made for the requirements of comprehensive / qualifying examination and thesis evaluation and defence, which have to be met notwithstanding lack of similar requirements at the Home Institute. This approach will simplify the operation of the JDP and enable it to grow in scale.



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

between

**SWINBURNE UNIVERSITY OF TECHNOLOGY
("Swinburne")**

and

INDIAN INSTITUTE OF TECHNOLOGY MADRAS

AGREEMENT FOR JOINT DEGREE PROGRAMME: Doctor of Philosophy

THIS AGREEMENT is made on 22nd November 2013

BETWEEN:

- (1) **SWINBURNE UNIVERSITY OF TECHNOLOGY** a body politic and corporate established under the *Swinburne University of Technology Act 1992 (Vic)* of John Street, Hawthorn in the State of Victoria, Australia ("**Swinburne**")
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 Home Institute or Partner Institute and **parties** means both Home Institute and Partner Institute.

WHEREAS:

- 1) On - - - - (date) 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 agreement through this MOU, the Parties agree to cooperate in Joint Degree Programmes at PhD level in all areas of research in accordance with the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. JOINT DEGREE PROGRAMME

1.1 Compulsory Requirements

- (a) IITM, Swinburne and the applicants must sign an Applicant Schedule prior to the commencement of study in a Partnered PhD Program.
- (b) IITM and Swinburne must not invite a person to apply for candidature in a Partnered PhD Program, approve an applicant for admission to candidature nor make an offer of candidature to an applicant unless:
 - (i) a suitable Supervisor from each of IITM and Swinburne have been identified and have agreed to act as Supervisors for that person; and
 - (ii) agreement has been reached between the two Supervisors and the prospective student on the topic of research.

1.2 Resources

Each party must:

- (a) provide suitably qualified and experienced personnel to ensure that it can fulfil its supervision and other obligations under the Partnered PhD Programs while the Student is studying in that party's country; and
- (b) make available suitable premises and equipment to facilitate that part of the Partnered PhD Programs conducted at its premises as relevant to the individual project needs.

2. STUDENTS

2.1 Entry Requirements

Prior to enrolment and commencement of candidature in a Partnered PhD Program, prospective Students will be required to meet the entrance and eligibility criteria of both IITM and Swinburne and submit a research proposal for candidature that must be approved by the relevant approving authority at both IITM and Swinburne.

2.2 Language requirements

IITM and Swinburne may agree to admit to candidature and enroll students who is yet to meet language requirements at one or other of the institutions on the condition that:

- (a) Students agrees to attain such language requirements within a specified time period and before students are required to use that language as part of the Partnered PhD Program; and
- (b) IITM and the students acknowledge that the Australian government might not issue a visa to students who do not have the requisite specified level of English language proficiency.

2.3 Visas and Travel Restrictions

- (a) In some cases, applicants must apply for and obtain an appropriate visa or other travel permits to undertake the overseas component of their study under the Partnered PhD Program, prior to commencement or enrolment.
- (b) IITM and Swinburne may refuse to accept or maintain enrolment of a Student who does not hold the necessary visa or travel permit.
- (c) -Applicants (other than those holding Australian citizenship or Australian Permanent Residency) may be required to show evidence of their intention to study in the Partnered PhD Programs and return to his/her country of origin or domicile upon completion of his/her studies (the "genuine student" test). Swinburne may refuse to enrol an applicant if, in the sole discretion of Swinburne, it appears that on the basis of the evidence provided that the applicant may not be a genuine student.
- (d) IITM acknowledges that Swinburne must comply with various Australian Trade and Sanction Laws which may prohibit Swinburne from providing educational services to certain persons or classes of persons. Swinburne will inform IITM of where Australian Trade and Sanction Laws impact any Partnered PhD Program under this Agreement.

3 DOCTORAL COMMITTEE:

3.1 A Doctoral Committee will be setup for each student to monitor their progress till thesis is submitted.

3.2 The Doctoral Committee (DC) consists of the following

- 1 Head of the Department/Chairperson (nominee of HoD/Chairperson) of the Home Institute [If the HoD happens to be the Guide of a student, the senior most Professor / previous HoD will be nominated by Chairman, Senate or his nominee] - Chairman
 HoD may nominate Chairman, if he/she is otherwise engaged for the conduct of DC/GTC meetings to assess the progress of the students
 HoD must be present for comprehensive Exam / Synopsis / Thesis report / Viva voce meetings (thesis defence) of the students
- 2 The Dean (Academic Research) of Home Institute (or equivalent) or - Member

nominee

- | | | |
|---|---|-----------|
| 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 |

In case any DC member goes on leave exceeding one year duration, or resigns or retires from the respective Institute, the respective Chairperson, Senate will nominate another member following their respective procedures.

- 3.3 The Doctoral Committee will meet once in a year through video conferencing over the 4 years of candidature

4. COURSEWORK REQUIREMENTS

The students will satisfy the academic coursework requirements of his/her Home Institute, if applicable. Courses/ programs may be taken when appropriate and recommended by the DC in the Partner Institute.

5. COMPREHENSIVE EXAMINATION/ Confirmation of Candidature

Students will have to satisfy the comprehensive examination/ confirmation of candidature requirements of their Home Institute, if applicable.

6. PROGRESS MEETING / SYNOPSIS / THESIS

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

IITM or Swinburne may at its own cost make visits to the other institution for quality assurance purposes and as may be necessary to fulfill that party's obligations in respect of the supervision of Students.

7 RECORDS

IITM and Swinburne must maintain files and records with respect to the Students who enroll pursuant to this Agreement. Such records will contain the information with respect to those Students that IITM and Swinburne ordinarily record and maintain for its PhD students. Each party must submit to the other all the necessary information that the other party requires in order to maintain such files and records.

7.1 External Audits

IITM and Swinburne will co-operate to ensure that any lawful requirements of Tertiary Education Quality and Standards Agency (TEQSA) are complied with in relation to Partnered PhD Programs, including making records available for inspection and representatives available for interview if required for TEQSA (or equivalent) audits and taking any appropriate and reasonable action in response to audit reports.

8. TIME DURATION

- 8.1 Ph.D. students should spend a minimum of one year at the Partner Institute working under the supervision of their co-guide, and taking courses if required to do so by the DC.
- 8.2 The minimum and maximum (if applicable) total duration of the program will be governed by the rules of the Home Institute.
- 8.3 Each JDP student will be entitled to the leave benefits (if any) available at Home Institute.

9. FEES AND EXPENSES

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 students would be entitled for HTRA as per Institute Rules and Swinburne will provide the students with a tuition fee waiver for the duration of their candidature

The students are entitled to know the source of funding for their JDP at the time of admission. If the expenses such as travel, stay at the Partner Institute, insurance etc. have to be borne by the students, for which, their acceptance should be obtained during their admission.

In order to encourage students to join the JDP, the Partner Institute should make every endeavor to support the student financially for the costs associated with stay at the Partner Institute, insurance, etc. The JDP students need not be supported by their respective Home Institutes during their visits to the Partner Institutes.

10. WITHDRAWAL AND TERMINATION OF CANDIDATURE

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

Withdrawal and termination of any JDP student must be supported by their Home Institute and partner institution should be informed of the withdrawal. 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.

11. THESIS REVIEW REPORTS & VIVA VOCE EXAMINATION

- 11.1 Evaluation of thesis by external examiners and conducting of final viva-voce examination/defence shall follow the Home Institute's procedure.
- 11.2 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.

12. AWARD OF DEGREE

The scholar who completes all the requirements of the Joint Ph.D. programme as described above will be preferably awarded a single degree certificate with the signatures and stamps of both the Institutes. The format of the degree certificate will be jointly finalized by the two Institutes. The degree will be awarded at the convocation of the Home Institute.

In case the two Institutes are unable to award a single certificate jointly, two separate degree certificates may be awarded by the respective Institutes. However, the wording in both the degree certificates must indicate unambiguously that the degree is being awarded jointly with the Partner Institute (by name) for the same thesis.

The wording of the joint degree certificate or the respective degree certificates of the two Institutes as described above is / are attached as an annexure to this agreement.

13. 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.

14. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 14.1 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.
- 14.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by Home Institute will belong to that Institute and may not be made use of except with that Institute prior written consent. The provisions of this clause will survive till the termination of this Agreement.
- 14.3 Where the Institutes jointly develop intellectual property, inventions and innovations as a result of the research work of the JDP scholar 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.

15. AMENDMENTS

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

16. TERM OF AGREEMENT

- 16.1 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 give 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.
- 16.2 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 endeavour to allow that student, at his/her election, to complete the requirements for the PhD 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.

17. 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.

Jeffrey Smart
VICE PRESIDENT
INTERNATIONAL & FUTURE STUDENTS
SWINBURNE UNIVERSITY OF TECHNOLOGY




Signed for and on behalf of

Designation with Seal

Date:

02/12/2013.



Prof. R. Nagarajan
DEAN
INTERNATIONAL AND ALUMNI RELATIONS
INDIAN INSTITUTE OF TECHNOLOGY MADRAS

Signed for and on behalf of

Designation with Seal

Prof. R. Nagarajan
Dean, International & Alumni Relations
2nd Floor, IC & SR Building
Indian Institute of Technology Madras
Chennai - 600 036

Date:

22/11/2013



INDIAN INSTITUTE OF TECHNOLOGY MADRAS

hereby confers the degree of

Doctor of Philosophy

of the Institute

on

<<name>>

PHOTO

*for successfully completing the prescribed programme of study and
presenting the thesis entitled*

<< TITLE >

jointly with -----

Given this day the -----

under the seal of the Institute

Registrar

Director

Chairman, Board of Governors



INDIAN INSTITUTE OF TECHNOLOGY MADRAS

And

Swinburne University of Technology

hereby confer the degree of

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*Given this day the -----
under the seal of the Institute*

Registrar

Director

Chairman, Board of Governors

Director/Vice-Chancellor (Swinburne University Technology)