

JOINT DOCTORAL DEGREE PROGRAM

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

between

DEAKIN UNIVERSITY

and

INDIAN INSTITUTE OF TECHNOLOGY MADRAS

AGREEMENT FOR JOINT DEGREE PROGRAM: Doctor of Philosophy

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

BETWEEN:

- (1) **DEAKIN UNIVERSITY** a body politic and corporate established pursuant to the Deakin University Act 2009 (Vic) of 1 Gheringhap Street, Geelong, Victoria, 3220 Australia (**Deakin**) 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 the Home Institute and the Partner Institute.

WHEREAS:

- 1) On 27 January 2014 the parties entered into a Memorandum of Understanding to develop academic exchange through a Joint Degree Program (JPhD) of Doctor of Philosophy (PhD).
- 2) By entering into agreement through this MOU, the parties agree to offer Joint PhDs (**JPhD**) 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. ADMINISTRATIVE MATTERS.

Approvals

- 1.1 It is a condition precedent to this Agreement that each party will obtain all approvals required under
- (a) its legislation, regulations, policies and procedures (**Legislation**); and
 - (b) the laws applicable in Australia, in the case of Deakin, or
 - (c) the laws applicable in India, in the case of IITM.
- 1.2 Each party must provide to the other confirmation in writing reasonably satisfactory to the recipient confirming that all required approvals have been obtained.

Failure to Obtain Approvals

- 1.3 The parties acknowledge and agree that if the approvals set out in **clause 1.1** cannot be obtained or if a party fails to provide the confirmation required in **clause 1.2** within a period of eighteen (18) months from the date this Agreement comes into effect, a party may in its absolute discretion terminate this Agreement immediately by notice in writing.

Revocation or Modification of Approval

- 1.4 A party must notify the other party immediately in writing upon becoming aware that any required approval has been modified or revoked. The parties must within ten days of such notification confer to determine the effect of the modification or revocation on the JPhD and thereafter a party may in its absolute discretion terminate this Agreement immediately by notice in writing.

2. JOINT DEGREE STRUCTURE

Admission and Selection

- 2.1 The students who are interested in getting admitted into the JPhD will first be selected to the PhD programs at either Institute following that Institute's own selection procedures. This Institute will be called the Home Institute. The collaborating faculties (which, in the case of Deakin, includes its Institute of Frontier Materials) from both the Institutes will then identify the potential JPhD scholars from among the students thus selected into the individual PhD programs at either Institute.
- 2.2 Potential JPhD scholars will complete the requirements of their Home Institute with respect to coursework, research training, comprehensive examinations and confirmation of candidature, as set out in that Institute's policies and procedures. The proposed supervisor of the potential JPhD scholar at the Institute which is not the Home Institute (**Partner Institute**) will be entitled to attend the comprehensive examination or confirmation of candidature as an observer.
- 2.3 On successful completion of the confirmation of candidature, in the case of Deakin, or the comprehensive examinations, in the case of IITM, those students identified as potential JPhD scholars will be eligible to apply for admission into the Partner Institute and selection into the JPhD in accordance with the normal application and selection criteria of the Partner Institute. A student who is thus admitted into the JPhD (**Scholar**) will be enrolled on a full-time basis at both Institutes and will have qualified supervisors drawn from the collaborating faculties who selected them as their guides/supervisors (**Guide**).
- 2.4 Each Institute will provide co-supervision to the Scholar and will be equally responsible for ensuring that the Scholar receives appropriate guidance and support towards successful completion of their course requirements, if any, and of their Thesis and its examination. The Guide at the Home Institute will be the main Guide and the other Guide from the Partner Institute will be the co-Guide to the Scholar.
- 2.5 The co-Guide will be entitled to participate in any committee of the Home Institute convened with respect to the Scholar's academic progress on which the Home Institute's Guide also has the right to participate.
- 2.6 Co-Guides of Deakin students must comply with the requirements of Deakin's policy relating to the supervision of higher degree by research students, available at theguide.deakin.edu.au.

Enrolment

- 2.7 Each Institute will maintain student records throughout the candidature and will identify that the Scholar is enrolled in the JPhD at the Home Institute and the Partner Institute.

3. DOCTORAL COMMITTEE(OR EQUIVALENT)

- 3.1 Each Home Institute will establish a Doctoral Committee (referred to at Deakin as a Supervision Team) (**DC**) for each Scholar to support and monitor the progress of the Scholar throughout the candidature until the thesis has been submitted.
- 3.2 The Doctoral Committee will be constituted in accordance with the policies and procedures of the Home Institute and will include the Co-Guide of the Partner Institute. Meetings of the DC will be held in accordance with the policies and procedures of the Home Institute and the DC may meet through video conferencing or other electronic means or by circulation.

4. COURSEWORK REQUIREMENTS

The Scholar will satisfy the academic coursework requirements of his/her Home Institute. Courses will be taken when appropriate and recommended by the DC.

5. PROGRESS MEETING / SYNOPSIS / THESIS

5.1 Scholars joining the JPhD will normally follow Home Institute regulations for monitoring their progress. However, academic progress, submission of synopsis and submission and evaluation of the thesis must comply with the requirements of both Institutes. The Institutes will ensure that annual reviews of the Scholar's progress are conducted at the same time.

5.2 If a Guide or Co-Guide identifies at an annual progress review that a Scholar is

- (a) not making satisfactory progress in their research studies against the agreed research plan;
- (b) is not complying with the formal requirements of the JPhD; or
- (c) is at risk of not completing their degree within the prescribed time limit

the Institutes must convene a panel to manage the academic progress of the Scholar which complies with the requirements of each Institute. If, after the requirements of each Institute have been satisfied, including any right of appeal available to the Scholar, a Guide or Co-Guide is of the opinion that the Scholar is at risk on one or more of the grounds set out in **clause 5.2(a), 5.2(b) or 5.2(c)** that Guide or Co-Guide may recommend to the DC that the Scholar be required to withdraw from the JPhD in accordance with **clause 8.2**.

6. TIME DURATION AND DIVISION OF TIME BETWEEN INSTITUTES

6.1 Unless decided otherwise by the DC, having regard to the best interests of the Scholar, the Scholar shall spend up to one year at the Partner Institute working under the supervision of their co-Guide, and taking additional non-award subjects/courses if required to do so by their DC.

6.2 As far as possible, the minimum and maximum (if applicable) total duration of the program must comply with the requirements of each Institute. In the event of an inconsistency in the durations, the longer durations will apply.

6.3 Each Scholar will be entitled to the leave benefits (if any) available at Home Institute. If there is a conflict between the leave entitlements (including maternity, paternity and adoption leave), or intermission, a Scholar will be entitled to the most generous benefits, subject to the requirements of any external scholarship held by the Scholar.

6.4 Each Institute at which the Scholar is in residence must prepare with the Scholar a work safety plan to cover the Scholar's research at that Institute. The work safety plan must identify any health and safety hazards of the Scholar's research project, with specific reference to biosafety (including genetically modified organisms), chemical safety, field work, physical plant and process hazards and radiation; assess risk associated with the Scholar's research project; and put in place appropriate control measures to minimise the assessed health and safety risks.

7. FEES AND EXPENSES

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

- 7.2 If IIT Madras happens to be the Home Institute, the Scholar would be entitled to Half-time Teaching/Research Assistantship (HTRA) as per Institute rules.
- 7.3 If IIT Madras happens to be the Partner Institute, the visiting Scholar would be paid a monthly stipend sufficient to cover living expenses on campus.
- 7.4 If Deakin is the Home Institute, the Scholar would be entitled to a post graduate scholarship.
- 7.5 If Deakin is the Partner Institute the visiting Scholar would be paid a monthly stipend sufficient to cover living expenses while in Australia for purposes of study.
- 7.6 Every effort is to be made to ensure that approximately equal numbers of Scholars are admitted to both Institutes.

8. WITHDRAWAL AND TERMINATION OF CANDIDATURE

- 8.1 Subject to **clause 5.2** the prevailing regulations and policies for withdrawal and termination of candidature at the Scholar's Home Institute shall normally apply in consultation with the Partner Institute. Where there is a significant variation in the policies and regulations of the Institutes then the stricter policies and regulations shall apply.
- 8.2 A Scholar may withdraw from the JPhD in accordance with the regulations and policies of the Home Institute. A Scholar may be given the option to complete the requirements for the single PhD degree at one of the Institutes provided it has met the academic progress requirements of and is in good standing at that Institute. The parties agree that in such case a Scholar will be given credit for all relevant units previously undertaken by the Scholar as part of the JPhD.
- 8.3 Where a candidature is to be terminated for any approved reason, including unsatisfactory progress, the termination provisions of the Home Institute will apply. The Partner Institute will be notified by the Home Institute of the intention to terminate the candidature. In any event, the DC will advise the Scholar on an appropriate course of action to take, which would be in the best interest of the Scholar.

9. THESIS REVIEW REPORTS & VIVA VOCE EXAMINATION

- 9.1 Evaluation of the thesis by external examiners and conducting of the final viva-voce examination/defence shall, in general, follow the Home Institute's policies and procedures. However, each Partner Institute will set certain minimum requirements to be satisfied in this context to ensure compliance with its examination policies and procedures.
- 9.2 When there is no procedure prescribed for the conduct of the viva voce examination, the procedures prescribed by IITM shall apply.
- 9.3 The language of the thesis will be English and the viva voce examination will be in English.

10. AWARD OF DEGREE

- 10.1 If the thesis is successfully defended, the institution at which the defence takes place will transmit a copy of the complete defence file to the other Institution. On the Scholar satisfying all requirements and obtaining all internal approvals for the conferral of the degree at each Institution, each Institution will award the Scholar with a doctoral degree.
- 10.2 Two separate degree certificates will be awarded by the respective Institutes in line with their respective protocols/styles. The wording in both degree certificates must indicate unambiguously that the degree is being awarded jointly with the Partner Institute (by name) for the same thesis.

- 10.3 A decision by one Institute not to confer an award does not preclude the other Institute from conferring an award, however that award must not refer to this Agreement or imply that the other Institute has approved the conferral of the award.

11. STUDENT RIGHTS AND OBLIGATIONS

- 11.1 Scholars will be subject to the statutes, rules, regulations, policies, procedures and codes of the Partner Institute while located in the Partner Institute in addition to those of their Home Institute.
- 11.2 Each Institute must ensure that Scholars have access to
- (a) its complaints processes; and
 - (b) appropriate advocacy support
- whilst in residence at that Institute.
- 11.3 Notwithstanding **clause 8**, an Institute may suspend, vary the terms of, or terminate a Scholar's enrolment for failure to comply with the statutes, rules, regulations, policies, codes and procedures of that Institute or the lawful instructions of officers of that Institute, or for failure to comply with that Institute's conditions of admission, enrolment or examination in the JPhD.

12. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 12.1 All 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) (hereinafter collectively referred to as the "**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. However, that party grants the Scholar and the other party a licence to use such intellectual property for any purpose associated with the JPhD.
- 12.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared solely by an Institute will belong to that Institute and may not be made use of except with that Institute's prior written consent.
- 12.3 Where the Institutes jointly develop Intellectual Property as a result of the research work of the Scholar working under the supervision of the Guide and co-Guide, the terms with respect to title and exploitation of such Intellectual Property 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 organisations. The general norm, for such case-by-case agreements will be that Intellectual Property will vest in each Institute in equal shares and each party may use such jointly-owned Intellectual Property for internal, non-commercial research and educational purposes. 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.
- 12.4 Nothing in this Agreement will inhibit the right of a Scholar to have their thesis examined and a copy of their thesis lodged in the library of each Institute (including a digital copy).
- 12.5 Notwithstanding anything to the contrary in **clause 12.2**, each Scholar shall own the copyright in their thesis.
- 12.6 The provisions of this **clause 12** will survive beyond the termination or expiry of this Agreement.

13. Confidentiality and Privacy

- 13.1 The parties agree to keep confidential all confidential information of the other party. The parties will not, without the written consent of a party to whom confidential information belongs:
- (a) use the confidential information other than for the purposes of the JPhD; or
 - (b) directly or indirectly disclose the information to any third party, beyond those reasonably involved in the JPhD.
- 13.2 A party will not be in breach of **clause 13.1** where confidential information is required by law or regulation to be disclosed, provided that the party required to make disclosure promptly notifies the party who has made the confidential information available, to allow the latter party to assert whatever exclusions or exemptions may be available to it under such law or regulation.
- 13.3 On termination or expiry of this Agreement each party must return all confidential information in its possession or control to the owner of such confidential information and permanently delete all such confidential information stored electronically.
- 13.4 Each party will assume responsibility for the actions of its, employees, students and agents who have access to the confidential information from time to time and must ensure that they are aware of and strictly bound by the confidentiality obligations created under this Agreement.
- 13.5 Each Institute will manage Personal Information in accordance with applicable privacy legislation and will obtain from the Scholar consent to sharing of the Candidate's Personal Information to facilitate management of the Scholar pursuant to this Agreement.
- 13.6 In this Agreement, Personal Information means information or an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained from the information or opinion.

14. Management of JPhD and Relationship

- 14.1 Each party will nominate a representative who will oversee the operation of this Agreement. The representatives must meet no less than once a year.

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 will come into force upon affixing of the signatures of the representatives of the Institutes and will remain in effect for five years. This Agreement will be automatically renewed upon its expiry for a further period of five years unless one party gives to the other six months' notice in writing that it wishes to terminate the Agreement.
- 16.2 Either Institute may terminate this Agreement during the second or any subsequent five-year period by giving the other Institute not less than six months' notice in writing.

- 16.3 Both parties agree that in the event this Agreement is terminated for any reason, the parties will use their best endeavours to allow all Scholars already enrolled in the JPhD who are eligible to complete their candidature, to continue and complete the requirements for the JPhD in which they are enrolled, and to be awarded the joint degree upon successful completion of the JPhD. If it is not possible for a Scholar to satisfy the requirements of and complete the JPhD he/she is enrolled in, the parties will endeavour to allow that Scholar, at his/her election, to complete the requirements for the single PhD degree offered by one of the Institutes as the Scholar may elect. The parties agree that such a Scholar will be given credit for all relevant units previously undertaken by the Scholar at both Institutes as part of the JPhD.

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 / Deputy Vice-Chancellor (Research) of the respective parties or their nominees for resolution.

18. MISCELLANEOUS PROVISIONS

Meetings

- 18.1 If the parties are required to meet or convene a committee, the meeting or committee may take place in person, or by electronic means such as teleconference or videoconference and decisions may be made and documented by circulation.

Prohibitions

- 18.2 For the duration of this Agreement neither party will
- a) participate in false or misleading advertising or promotional practices about the other party;
 - b) use, or permit any person or entity to use the name or logo (or any variation of the name or logo) of the other party without first obtaining prior written consent;
 - c) offer to students any guarantee of admission or make any representations about the other party;
 - d) make any false or misleading comparisons with other education providers and their courses;
 - e) make any inaccurate claims of association with other education providers; or
 - f) give inaccurate information to prospective students about fees and charges payable.

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

Signed for and on behalf of DEAKIN UNIVERSITY by its duly authorised officer:

Peter Hodgson

Signature of authorised officer

Signed for and on behalf of INDIAN INSTITUTE OF TECHNOLOGY MADRAS by its duly authorised officer

R Nagarajan

Signature of authorised officer

Prof. Peter Hodgson

PETER HODGSON
Pro-Vice Chancellor (Strategic Partnerships)

Prof. R. Nagarajan

R NAGARAJAN
Dean International & Alumni Relations

Date: 02/12/2015

Date: 22/12/2015

in the presence of
Munira
Signature of witness

in the presence of
Lekshmi
Signature of witness

PANNEET PANHA
Name of witness (please print)

KAVITHA G.R.
Name of witness (please print)

FORMAT FOR JOINT DEGREE WITH TWO CERTIFICATES



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