



**AGREEMENT
FOR A COLLABORATIVE RESEARCH DEGREE PROGRAM**

BETWEEN

**THE UNIVERSITY OF TECHNOLOGY, SYDNEY
of 15 Broadway, Ultimo, NSW 2007, Australia**

AND

**INDIAN INSTITUTE OF TECHNOLOGY MADRAS
of Sardar Patel Road, Adyar, Chennai-600036, Tamilnadu, India**

The purpose of this Agreement is to establish a Collaborative Research Degree Program between the University of Technology, Sydney (UTS) represented by the Dean of the Graduate Research School, Professor Nicky Solomon and the Indian Institute of Technology Madras (IITM) represented by Professor R. Nagarajan, Dean, International & Alumni Relations. The program will be a joint doctoral degree and seeks to broaden the scope of research collaboration in order to provide a unique research study experience for students in an overseas environment, as well as to promote cooperation between the two institutions.

1. TERMS OF THE AGREEMENT

The two institutions agree to enter into a Joint Doctoral Degree program, commencing on --- March 2015.

At UTS the authority to operate this Agreement is vested in the Graduate Research School Board (GRSB). At IITM the authority to operate this Agreement is vested in Senate / Board of Academic Research.

2. DEFINITIONS

Candidate means a student that has been accepted on the Joint Doctoral Degree Program.

Home institution means the institution where a Candidate is primarily enrolled and that sends a Candidate to study abroad at the Host institution under this Agreement.

Host institution means the institution that hosts a Candidate from the Home institution to study abroad at the Host institution under this Agreement.

Joint Doctoral Degree means the degree program under joint supervision and examination arrangements agreed between UTS and IITM for accepted Candidates. Candidates who have successfully completed the Joint Doctoral Degree will receive two separate Testamurs, one from each partner institution with single institutional badging. The Testamur will mention the collaboration between the partner institutions.

ESOS means the *Education Services for Overseas Students Act 2000(Cth of Australia)* ('the Act'), and subordinate requirements including the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*.

3. NUMBERS OF CANDIDATES

UTS will accept up to three Candidates from IITM each calendar year and IITM will accept up to three Candidates from UTS each calendar year for the duration of this agreement, unless this number is varied by mutual agreement.

4. SELECTION OF CANDIDATES

- 4.1 The Joint Doctoral Degree program will be open to eligible applicants for the Degree of Doctor of Philosophy at UTS and IITM. Participation will be dependent upon the availability of appropriate supervision, resources and facilities at both institutions, and the extent to which the conditions and regulations governing the PhD program of the respective institutions are compatible.
- 4.2 Each institution will select and then recommend its eligible applicants for admission to the Joint Doctoral Degree program. Each institution reserves the right to review and make final judgements on the admissibility of each applicant nominated for entry based on the institution's admissions requirements into the PhD program. The selection process may include an evaluation of the applicant's previous academic record, language proficiency, motivation and overall potential to succeed in the Joint Doctoral Degree Program.
- 4.3 The following guidelines shall apply to all Candidates:
 - a. Candidates must satisfy all doctoral admission requirements, including any language proficiency requirements specified by either institution.
 - b. Upon completion of the agreed period of study at the Host institution, Candidates must return to the Home institution. Any extension of stay must be approved in writing by both institutions.
 - c. Candidates must abide by all rules and regulations pertaining to their degree program as set out in the Joint Doctoral Degree Candidate Program Agreement. Candidates must also abide by any other statutes, rules and regulations that apply to enrolled Candidates at an institution while at that institution. They will also have the rights and privileges enjoyed by other students at the Host institution.

4.4 Once a Candidate has been selected and accepted for a Joint Doctoral Degree, an individual Candidate Program Agreement must be signed (available as Appendix A).

5. FINANCIAL AND OTHER RESPONSIBILITIES OF EACH INSTITUTION

5.1 Each institution will designate one individual to fulfil the responsibilities of liaison officer to facilitate the Joint Doctoral Degree program under the terms of this Agreement. Liaison officers will exchange all relevant information about the Joint Doctoral Degree program offered at their respective institutions.

5.2 Each institution in its capacity as Host institution will provide tuition fee waivers for Candidates from the Home institution for the duration of their attendance at the Host institution.

5.3 Both parties agree to admit up to the prescribed number of Candidates from the partner institution, to enrol them, and to provide them with access to the full range of services, rights and privileges provided to its enrolled students.

5.4 The Host institution will assist in the provision of the necessary documents to enable the participating Candidates to obtain student visas.

5.5 UTS agrees to fund up to three UTS President's living allowance scholarships, for the duration of stay at UTS.

5.6 IITM agrees to offers scholarships to all visiting scholars, on par with IITM students. This will cover their living expenses fully.

6. CANDIDATE RESPONSIBILITIES

6.1 Each Candidate must enrol and pay tuition and other required fees at their Home institution. Each Candidate is responsible during the Joint Doctoral Degree program for all personal arrangements and associated costs including, without limitation, the following:

- a. Transportation(local and between Home and Host institutions)
- b. Housing expenses
- c. Medical Insurance: Candidates studying at UTS must purchase Overseas Student Health Cover (OSHC) as a condition of their visa for entering Australia
- d. Incidental fees and charges, if applicable
- e. Textbooks, clothing and personal expenses
- f. Passport and visa costs
- g. Any and all other debts and incidental expenses incurred by the Candidate during the Joint Doctoral Program.

6.2 Candidates are responsible for obtaining and maintaining visas and any related documents in compliance with all immigration laws and regulations of the Host institution and necessary to ensure participation in the Joint Doctoral Degree program.

6.3 During their study at the Host institution, Candidates are subject to all the rules, regulations, policies and procedures of the Host institution, together with all the laws and regulations of the State and Country in which that Host institution is located. Any breach of the rules and regulations of the Host institution will be dealt with in accordance with the disciplinary rules of the Host institution. To the extent permitted by applicable laws, the Host institution shall promptly inform the Home institution of any decision made under its rules to require the withdrawal of any Candidate.

7. PROMOTION AND PUBLICITY

7.1 Each institution must undertake any promotion of the education services of the other institution in a professional manner, and maintain the integrity and reputation of the other institution and its respective international education industry. In particular, all promotional and marketing materials used and/or public statements made by each institution must:

- (i) be provided by the other institution specifically for promotional and marketing purposes; or
- (ii) be approved in advance in writing by the other institution prior to distribution, including the use of the partners name, logo or trade-marks.

Each institution shall amend or replace marketing materials as requested by the other institution if such amendments or replacements are required by law, including, for Australia, without limitation, under ESOS.

8. DISPUTE RESOLUTION

8.1 Where a problem or dispute arises between the institutions they will first seek to resolve that dispute between themselves and will use their best endeavours to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the institutions may elect a third party by mutual consent, who shall examine the problem or dispute and provide recommendations. All expenses incurred in appointing the elected third party shall be shared equally by the parties.

9. INTELLECTUAL PROPERTY

9.1 Intellectual property rights are specifically detailed in individual Candidate Program Agreements and where relevant in separate agreements prior to the initiation of any collaborative activity between the institutions.

10. ACKNOWLEDGEMENT AND COMPLIANCE

10.1 The institutions acknowledge that the Home institution is required to meet certain obligations under the Home institution's State and Country laws and regulations, including but not limited to the following:

- (a) Sanctions laws. Each Home institution must satisfy itself that the Candidates under the Joint Doctoral Degree program are not prohibited or designated persons under any applicable local legislation or international legislation including Australian Sanctions Law and the UN sanctions regime.
- (b) Export control laws. Each institution understands and agrees that Candidates and information exchanged between the institutions under the Joint Doctoral Degree

program may be subject to applicable export control laws including the Australian Defence Trade Control Act regime.

- (c) Provision of education to international students including under Australian ESOS laws and regulations.
- (d) Privacy and data transfer laws. Each institution is an authority bound by privacy and data transfer laws of its home country in respect of any of its students, staff or research connected with this Agreement. The laws may, in certain cases, restrict the transfer of Candidates' personal information between the institutions.
- (e) Work, health and safety laws. Each institution is an authority bound by work health and safety obligations in respect of any of its students, staff or research connected to this Agreement. Each institution agrees to take reasonable steps to ensure compliance with such laws where requested by the other institution.

11. RENEWAL, TERMINATION, AMENDMENT AND NOTICES

11.1 This Agreement shall remain in force for a period of five years from the date of the last signature. The agreement may be extended by mutual consent of the two institutions and prior to any extension, both institutions would review the effectiveness of the operation of the Joint Doctoral Degree program.

11.2 This Agreement may be amended by mutual consent in writing.

11.3 This Agreement may be terminated in writing by either institution giving six months prior notice. In the event that the agreement is terminated, the exchange will continue until the final Candidate undertaking the Joint Doctoral Degree program has completed the requirements for the degree.

11.4 Should any aspect of the Joint Doctoral Degree program become problematic, both institutions will try to agree a means by which existing Candidates can continue with studies to gain a single award from one of the institutions.

11.5 At UTS, the address for correspondence about this Agreement is:

Professor Nicky Solomon
Dean, Graduate Research School
University of Technology, Sydney
15 Broadway
Broadway, NSW 2007
Australia

Telephone: +61 (0)2 9514 1334
Facsimile: +61 (0)2 9514 1588
Email: Nicky.Solomon@uts.edu.au

At IITM, the address for correspondence about this Agreement is:

Professor R. Nagarajan
Dean, International & Alumni Affairs
Indian Institute of Technology Madras
Sardar Patel Road, Adyar
Chennai – 600 036
Tamil Nadu
India

Telephone: +91(0) 44-2257 4926
Facsimile: +91(0) 44-2257 4927
Email: deaniar@iitm.ac.in

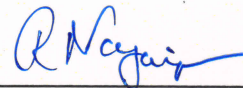
11.6 Nothing in this Agreement shall be deemed a partnership, agency or joint venture between the institutions. Each institution will be responsible for its own costs associated with this Agreement.

Signed for and on behalf of the parties as an Agreement:



Professor Nicky Solomon
Dean, Graduate Research School
University of Technology, Sydney

Date: 08/05 / 2015



Professor R. Nagarajan
Dean, International & Alumni Affairs
Indian Institute of Technology Madras

Date: 31 / 03 / 2015