

JOINT DOCTORAL DEGREE PROGRAM

BETWEEN

**INDIAN INSTITUTE OF TECHNOLOGY MADRAS
CHENNAI INDIA**

AND

THE UNIVERSITY OF MELBOURNE, AUSTRALIA



**AGREEMENT FOR JOINT DEGREE
PROGRAMME: DOCTOR OF PHILOSOPHY**

between

THE UNIVERSITY OF MELBOURNE

and

INDIAN INSTITUTE OF TECHNOLOGY MADRAS

AGREEMENT FOR JOINT DEGREE PROGRAMME: Doctor of Philosophy

THIS AGREEMENT is made on - 27/10/2014 - ("Effective Date")

BETWEEN:

- (1) **THE UNIVERSITY OF MELBOURNE, of Grattan Street, Parkville 3010 in the State of Victoria, Australia**, an educational institution established as a body corporate pursuant to the University of Melbourne Act 2009 ("UOM")

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 **Institution** shall mean either Institute or University, **party** means Home Institution or Partner Institution and **parties** means both Home Institution and Partner Institution.

WHEREAS:

- 1) On 27/10/2014 -(date) the Parties entered into a Memorandum of Understanding (MOU) to develop academic and student exchange through a Joint Degree Program (JDP) of Doctor of Philosophy (PhD) whereby students who successfully complete the JDP will be awarded a joint degree for the one thesis with the testamurs/certificates from each Institution clearly indicating the joint nature of the degrees as outlined in Clause 10.
- 2) By entering into agreement through this MOU, the Parties agree to offer Joint Degree Programs 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 STRUCTURE

- 1.1 The students who are interested in getting admitted into the JDP will first be required to be selected into the PhD programs at either Institution following that Institution's own selection procedures. This Institution will be called the Home Institution. The collaborating faculties from both the Institutions will then select potential JDP scholars from among the students thus selected into the individual PhD program at either Institution. The admission of the JDP Scholar into the JDP will be subject to the normal application and selection criteria and other entrance requirements for entry into the PhD program at the Partner institution and will be carried out within six-twelve months of the student initially 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. Students finally selected into the JDP program, will be enrolled on a full-time basis at both Institutions and will have the collaborating faculty members who selected them as their supervisors.
- 1.2 The supervisor at the Home Institution will be the main supervisor and the other from the Partner Institution will be the co-supervisor to the Scholar.
- 1.3 External supervisors of University of Melbourne students must comply with the requirements of the University's policy relating to the supervision of research higher degree students at <https://policy.unimelb.edu.au/MPF1244#section-3.3>

2. DOCTORAL/ADVISORY COMMITTEE:

- 2.1 A Doctoral/Advisory Committee (DAC) will be set up for each Scholar to support and monitor the progress of the scholar throughout the candidature until the thesis has been submitted.
- 2.2 The DAC will consist of the following members
- | | | |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1 | Head of the Department/Chairperson (or nominee of HoD/Chairperson) of the Home Institution [If the HoD happens to be the supervisor of a scholar, the senior most Professor / previous HoD will be nominated by Chairman or his nominee] | - Chairperson |
| | HoD may nominate Chairman, if he/she cannot attend the DAC meetings to assess the progress of the scholars | |
| | HoD must be present for comprehensive Exam / Synopsis / Thesis report / Viva voce meetings (thesis defence) of the Scholar | |
| 2 | The Dean (Academic Research)/ Pro Vice-Chancellor (Graduate Research) of Home Institution or nominee | - Member |
| 3 | The supervisor and co-supervisor from both the Institutions | - Members |
| 4 | One faculty member each of the Departments of both the Institutions to which the supervisors belong, nominated by the respective Chairpersons or nominees following the procedures of the respective Institutions | - Members |
| 5 | One faculty member each of allied Departments of both Institutions, nominated by the respective Chairpersons, or nominees following their respective procedures. | - Members |
- 2.3 The Head of Department and the Dean/Pro Vice-Chancellor or their nominees are included to ensure compliance with the rules and regulations of the Home Institution. In case any DAC member goes on leave exceeding one year duration, or resigns or retires from the respective Institution, the respective Chairperson, Senate or nominee will nominate another member following their respective procedures.
- 2.4 The DAC will meet once in a year through video conferencing till 4 years and beyond that, every six months until the Scholar's thesis has been submitted in accordance with the rules and regulations of both Institutions, or the Scholar withdraws from the JDP or the candidature is terminated.

3. COURSEWORK REQUIREMENTS

The Scholar will satisfy the academic coursework requirements of both the Home Institution and Partner Institution. Additional non-award subjects or courses may be taken when appropriate and recommended by the DAC.

4. COMPREHENSIVE EXAMINATION AND CONFIRMATION OF PHD CANDIDATURE

- 4.1 The comprehensive examination / qualifying examination will be conducted as per the rules of the Home Institution. If the Home Institution does not require a qualifying examination, the Scholar will appear for the comprehensive examination of IITM which will be coordinated by the supervisor at IITM. The comprehensive examination will be conducted by the DAC of the Scholar.
- 4.2 Every Scholar is required to pass the comprehensive examination satisfactorily in order to continue in the JDP. If a Scholar does not satisfactorily pass the comprehensive examination he/she will no longer be eligible to participate in the JDP.

- 4.3 Every Scholar must also meet the confirmation requirements of UoM at the end of the first year of the UoM's probationary PhD period. If a Scholar does not satisfactorily meet the confirmation requirements he/she will no longer be eligible to participate in the JDP.

5. PROGRESS MEETING / SYNOPSIS / THESIS

Scholars joining the JDP will normally follow Home Institution regulations for monitoring their progress. However, submission of synopsis and submission and evaluation of the thesis will be in line with the requirements of both Institutions.

6. TIME DURATION

- 6.1 The Scholars shall spend a minimum of one and up to two years at the Partner Institution working under the supervision of their co-supervisor, and taking additional non-award subjects/ courses if required to do so by the DAC.
- 6.2 As far as possible, the minimum and maximum (if applicable) total duration of the programme will be governed by the rules of both Institutions. 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) that relate to the Institution at which the Scholar is physically located when the leave is requested having regard to the leave benefits prescribed by the other Institution.

7. FEES, LIVING ALLOWANCES AND EXPENSES

- 7.1 Scholars will pay tuition fees to their Home Institution throughout the duration of the JDP, including the duration of study at the Partner Institution following the Home Institution fee structure.
- 7.2 If IITM happens to be the Home Institution, the student would be entitled for an assistantship as per IITM rules.
- 7.3 All Scholars enrolled and supported under this arrangement will be entitled to a living allowance/stipend. Those Scholars whose Home Institution is the University of Melbourne, will be provided with a University of Melbourne stipend with the value and conditions of the Melbourne International Research Scholarship (MIRS) for up to 3.5 years. During the period these candidates are at the IITM, they are entitled to receive a scholarship from IITM which will cover basic living expenses, including accommodation on campus. Scholars, whose Home Institution is IITM, will receive a stipend/living allowance from IITM, except during the period when they are resident in Australia. When resident in Australia, these IITM Scholars will receive a stipend equivalent to the MIRS from the University of Melbourne, for up to 2 years. The living allowance/stipend will not be payable for short visits of less than 3 months unless approved by the Institution providing the living allowance/stipend.
- 7.4 The Scholar is entitled to know the source of funding for his JDP at the time of admission. If the expenses such as travel, stay at the Partner Institution, health insurance etc. have to be borne by the Scholar, his acceptance should be obtained during his admission. The Home Institution will be responsible for notifying the Scholar of such information and gaining his/her acceptance.
- 7.5 Every effort is to be made to ensure that approximately equal numbers of Scholars are admitted to both Institutions.

8. WITHDRAWAL AND TERMINATION OF CANDIDATURE

- 8.1 The prevailing regulation for withdrawal and termination of candidature at the Scholar's Home Institution shall normally apply in consultation with the Partner

Institution. Where there is a significant variation in the policies and regulations of the Partners then the stricter policies and regulations shall apply.

- 8.2 Where a candidature is to be terminated for any approved reason, including unsatisfactory progress, the termination provisions of the Home Institution will apply. The Partner Institution will be notified by the Home Institution of the intention to terminate the candidature. In any event, the DAC 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 thesis by external examiners and conducting of the final viva-voce examination/defence shall, in general, follow the Home Institution's process and procedures. However, each Partner Institution will set certain minimum requirements to be satisfied in this context to ensure compliance with its examination policies and regulations.
- 9.2 When there is no procedure prescribed for the conduct of 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

Two separate degree certificates will be awarded by the respective Institutions 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 Institution (by name) for the same thesis.

11. STUDENT OBLIGATIONS

- 11.1 Scholars will be subjected to the statutes, rules, regulations, policies, codes and procedures of the Partner Institution while located in the Partner Institution in addition to those of their Home Institution.
- 11.2 Notwithstanding Clause 8, an Institution 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 Institution or the lawful instructions of officers of that Institution, or for failure to comply with that Institution's conditions of admission, enrolment or examination in the JDP.

12. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 12.1 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. However, that party grants the Scholar and/or the other Party a licence to use such intellectual property for any purpose associated with the JDP.
- 12.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by the Home Institution or by the Partner Institution respectively will belong to that Institution and may not be made use of except with that Institution's prior written consent. The provisions of this clause will survive beyond the termination of this Agreement.
- 12.3 Where the Institutions jointly develop intellectual property, inventions and innovations as a result of the research work of the Scholar working under the supervision of the

supervisor and co-supervisor 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 Institution'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 created in the course of the JDP will vest in each Institution in equal shares and that 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 Institution (including a digital copy).
- 12.5 Notwithstanding anything to the contrary in clause 12.3, each Scholar shall own the copyright in their thesis.
- 12.6 The provisions of this clause 12 will survive beyond the termination of this Agreement.

13. CONFIDENTIALITY

- 13.1 When receiving confidential information, the receiving party must ensure that all employees, students or agents to whom the confidential information is disclosed are bound to keep the confidential information confidential and not to use the confidential information except for the JDP.
- 13.2 The obligations of confidentiality in this clause 13 do not apply to information which may be required to be disclosed by law, is in the public domain other than by breach of this Agreement, or has been independently developed or obtained by the receiving party.
- 13.3 Each party agrees that personal information about JDP Scholars will be collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policies applicable to that party.

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 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.
- 15.2 Both Parties agree that in the event this Agreement is terminated for any reason, the Parties will use their best endeavors to allow all Scholars 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 Scholar to satisfy the requirements of and complete the JDP, the Parties will endeavour to allow that Scholar, at his/her election, to complete the requirements for a single PhD degree at either the Home or Partner Institution subject to the requirements of the relevant

Institution. The Parties agree that such a Scholar will be given credit for all relevant units previously undertaken by the Scholar at the other Institute as part of the JDP in accordance with the policies and protocols of the Institution where the Scholar will complete the requirements of his/her PhD.

- 15.3 If the Agreement is terminated and if the Scholar continues his/her candidature either on a Joint degree basis or as a single PhD degree at one or other of the institutions, the Parties agree that the Scholar will continue to have access to the background intellectual property and confidential information to the extent necessary for the student to complete the JDP or a PhD at either Institution.

16. AUSTRALIAN GOVERNMENT ESOS ACT AND OBLIGATIONS UNDER THE ESOS ACT

- 16.1 For the purposes of this clause 16
- “**CRICOS**” means the Commonwealth Register of Institutions and Courses for Overseas Students;
- “**ESOS Act**” means the *Education Services for Overseas Students 2000 (Cth)*;
- 16.2 The Parties acknowledge that under Australian law, the University of Melbourne is required to be registered on **CRICOS** and to comply with the provisions of the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (**National Code**).
- 16.3 The University of Melbourne shall provide IITM with the following:
- (a) Information regarding course materials, entry requirements, information on visa application and Overseas Student Health Cover;
 - (b) The University of Melbourne’s CRICOS provider code, which is 00116K (“**CRICOS Provider Code**”); and
 - (c) Any other information that may be required from time to time.
- 16.4 For the purposes of compliance with the ESOS Act and National Code, IITM must:
- (a) Distribute the information in the official form provided by the University of Melbourne;
 - (b) Ensure that the University of Melbourne’s name and CRICOS Provider Code are clearly identified on all material distributed to Scholars, including electronic forms; and
 - (c) Use its best endeavours not to engage in conduct that may cause Melbourne to be in breach of the ESOS Act, including providing Scholars with inaccurate information about studying at Melbourne

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.

SIGNED for and on behalf of THE INDIAN)
INSTITUTE OF TECHNOLOGY MADRAS)
in the presence of:)


Signature of Witness

27/10/2014

Professor R. NAGARAJAN
Dean International and Alumni Relations

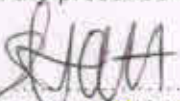


Signature of authorised person

Director

Professor BHASKAR RAMAMURTHI

SIGNED for and on behalf of THE)
UNIVERSITY OF MELBOURNE)
in the presence of:)


Signature of Witness

Professor RICHARD STRUGNELL
Pro ~~Vice-Chancellor~~ (Graduate and
International Research)

Name of witness:
Skye Harrison.



Signature of authorised person

Deputy Provost and Deputy Vice-
Chancellor International

Professor SUSAN ELLIOTT

ALTH PERSON:

PROF SIMON EVANS
PVC (INTERNATIONAL)



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

The
University of Melbourne



This is to certify that

Stu Dent

was duly admitted to the degree of

Doctor of Philosophy

in the University of Melbourne

Jointly with

The Indian Institute of Technology Madras

Date

Vice-Chancellor

University Secretary

