

# JOINT DOCTORAL DEGREE PROGRAM

## *Terms of Engagement*



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



**UNIVERSITY OF PASSAU  
PASSAU  
GERMANY**

**AGREEMENT FOR JOINT DEGREE  
PROGRAMME: Doctor of Philosophy/Doctor rerum politicarum**

**between**

**UNIVERSITY OF PASSAU**

**and**

**INDIAN INSTITUTE OF TECHNOLOGY MADRAS**

**AGREEMENT FOR JOINT DEGREE PROGRAMME: Doctor of Philosophy/Doctor rerum  
politicarum**

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**THIS AGREEMENT** is made on 19<sup>th</sup> -Feb-2014 ("**Effective Date**")

**BETWEEN:**

- (1) **UNIVERSITY OF PASSAU**, Innstraße 41, 94032 Passau, Germany  
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 19<sup>th</sup> -Feb-2014 the Parties entered into a Memorandum of Understanding to develop academic exchange through Joint Degree Programme (JDP) of Doctor of Philosophy (PhD)/ Doctor rerum politicarum (Dr. rer. pol.) .
- 2) By entering into agreement through this MOU, the Parties agree to offer Joint Degree Programmes at Ph.D/doctorate 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**

The students who are interested in getting admitted into the JDP will be first selected to the Ph.D/doctorate programmes at either Institute following its own selection procedures. The collaborating faculty from both the institutes will then select the JDP scholars from among the students thus selected into the individual Ph.D/doctorate programmes at either Institute. This subsequent joint selection will be carried out through video conference and/or by any means including exchange of data pertaining to the students, reference letters, and so on. Students who are thus admitted into the JDP programme, will have the collaborating faculty members who selected them as their guides/supervisors.

The guide at the Home Institute will be the main guide and the other from the Partner Institute will be the co-guide to the student.

**2. DOCTORAL COMMITTEE:**

2.1 A Doctoral Committee will be setup for each scholar to monitor the progress of the scholar till thesis is submitted.

2.2 The Doctoral Committee consists of the following

- 1 Head of the Department/Chairperson or nominee of HoD/Chairperson of the Home Institute [If the HoD happens to be the Guide of a scholar, 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 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) of Home Institute or nominee - Member



- |   |   |           |
|---|---|-----------|
| 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.

- 2.3 The Doctoral Committee will meet once in a year through video conferencing till 4 years and beyond that, every six months.

### 3. COURSEWORK REQUIREMENTS

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

### 4. COMPREHENSIVE EXAMINATION

Comprehensive examination / qualifying examination will be conducted as per the rules of the Home Institute.

Every Ph.D./doctorate scholar shall pass the Comprehensive Examination of the Home Institute satisfactorily.

### 5. PROGRESS MEETING / SYNOPSIS / THESIS

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

### 6. TIME DURATION

- 6.1 Ph.D./doctorate 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.
- 6.2 The minimum and maximum (if applicable) total duration of the programme will be governed by the rules of the Home Institute.
- 6.3 Each JDP student will be entitled to the leave benefits (if any) available at Home Institute.

### 7. FEES AND EXPENSES

Scholars 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 student would be entitled for HTRA as per Institute Rules.



The student 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 Institute, insurance etc. have to be borne by the student, for which, his acceptance should be obtained during his 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. This may be done by helping to apply for scholarships possibly granted by other private or public institutions. The JDP students need not be supported by their respective Home Institutes during their visits to the Partner Institutes.

University of Passau will gather the best efforts so that the JDP students will obtain financial support from government and other private or public institutions (scholarships, travel allowances etc.). However if there is no scholarship granted by private or public institutions the expenses such as travel, living, insurance etc. have to be borne by the students themselves.

## **8. 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 both his/her Home Institute and Partner Institute. 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.

If the scholar does not fulfill the requirements of the JDP programme, the doctorate procedure at the Home Institute will be governed by the Home Institute's rules.

## **9. THESIS REVIEW REPORTS & VIVA VOCE EXAMINATION**

9.1 JDP students can submit the thesis for further review only upon the positive recommendation of the Doctoral Committee. Evaluation of thesis and conducting of final viva-voce examination/defence shall follow the Home Institute's procedure.

9.2 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.

## **10. AWARD OF DEGREE**

If the scholar completes all the requirements of the Joint Ph.D programme as described above, two separate degree certificates will 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.

## **11. 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.

## **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.



- 12.2 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.
- 12.3 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.

### **13. AMENDMENTS**

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

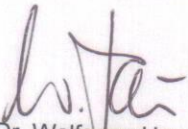
### **14. TERM OF AGREEMENT**

- 14.1 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.
- 14.2 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/doctorate 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.

### **15. 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.

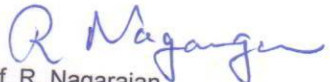
**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be duly executed on the day and year first above mentioned.

  
Prof. Dr. Wolfgang Hau  
VICE-PRESIDENT  
UNIVERSITY OF PASSAU

Signed for and on behalf of  
Designation with Seal

Date:

19-02-2014

  
Prof. R. Nagarajan  
DEAN I & AR  
INDIAN INSTITUTE OF TECHNOLOGY MADRAS

Signed for and on behalf of  
Designation with Seal

Date:

19/02/2014





# 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*



UNIVERSITÄT PASSAU  
 WIRTSCHAFTSWISSENSCHAFTLICHE FAKULTÄT  
 DOCTORAL CERTIFICATE

Under the presidency of Professor

<< Name >>

and the deanship of Professor

<< Name >>

it is hereby certified, that

<<Name>> ,

born on in <<town>> , <<country>> ,

is conferred the title of

Doktor der  
 Wirtschaftswissenschaften

(Dr. rer. pol.)

within the remit of the joint doctoral programme with  
 the Indian Institute of Technology Madras,

having satisfied the requirements of the doctoral regulations of the University of  
 Passau by writing a doctoral thesis on the subject of

» «

and proving their scholarly aptitude in a viva voce,  
 achieving an overall classification of

» «.

Passau,

THE PRESIDENT

THE DEAN