



**Indian Institute of Technology Kharagpur  
India, 721302**



**Curtin University**

**Curtin University of Technology  
GPO Box U1987, Perth, WA 6845  
Australia**

## **AGREEMENT**

**For the Establishment of a Dual Doctoral Degree Program**

*between*

**CURTIN UNIVERSITY OF TECHNOLOGY**

*and*

**INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR**

# **AGREEMENT FOR THE ESTABLISHMENT OF A DUAL DOCTORAL DEGREE PROGRAM**

## **PARTIES TO THE AGREEMENT**

The Parties to this Agreement are:

**CURTIN UNIVERSITY OF TECHNOLOGY**, ABN 99 143 842 569, a body corporate established under the Curtin University of Technology Act 1966 of Kent Street Bentley, Western Australia 6102 ("Curtin").

**INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR** and having its principal address at Kharagpur, India. 721302 ("IITKGP").

Each and 'Party' and together the 'Parties'

## **1. DEFINITIONS AND INTERPRETATION**

### **DEFINITIONS:**

**Agreement** means this Agreement, including the Schedules, annexures and any amendment to it agreed to in writing by the Parties.

**Dual Doctoral Degree Program** and **DDDP** means the program established by this Agreement

**Dual PhD Project** means an individual PhD project conducted by an individual PhD student under the Dual Doctoral Degree Program established by this agreement.

**Home Institution** means the institution that is Party to this Agreement and is the institution where the student is originally enrolled.

**Host Institution** means the institution that is Party to this Agreement but is not the Home Institution.

**Program Student** means the student who participates in the Dual Doctoral Degree Program between Curtin and IITKGP.

**Supervisor (Co-Supervisor)** means a faculty member who is usually a Program Student's major professor at the Home (Host) Institution and may serve as the chair or co-chair of that student's graduate committee. The Supervisor and Co-Supervisor provide guidance for a student's program, and assist with a student's scholarly development and research progress. **Supervision** and **Co-Supervision** has the corresponding meaning.

## **INTERPRETATION:**

- (a) Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.
- (b) The singular includes the plural and conversely.
- (c) A gender includes all genders
- (d) If a word or phrase is defined its other grammatical forms have a corresponding meaning.
- (e) A reference to a clause or a Schedule is a reference to a clause or, a schedule to, this Agreement.

## **2. OBJECTIVES**

The objectives of the Parties under this Agreement are to establish and build a Dual Doctoral Degree Program to admit Program Students enrolled at both Institutions under the conditions detailed in Schedule 1.

The Parties seek to work together and share information about their organisations to enhance each other's research capabilities in a mutually beneficial way and to look for synergies across the doctoral programs of both Parties.

The Program Student who completes all the requirements of the DDDP will be awarded degree certificate/s from their Home Institution which indicates that the degree was conducted and awarded in collaboration with the Host Institution. Similar testamur will be awarded by the Host Institution indicating that the Dual PhD Project was conducted and awarded in collaboration with the Home Institution.

## **3. ADMISSION**

A student admitted at the Home Institution will be considered to be eligible for the Dual Doctoral Degree Program if the application made by the student is accepted by Home as well as Host institutions as per the requirements and procedure mentioned in Schedule 1, and will be at the discretion of the Associate Deputy Vice Chancellor, Research Training at Curtin and the Dean, Postgraduate Studies and Research, at IITKGP.

## **4. Intellectual Property**

This Agreement does not transfer any interest in or rights to pre-existing intellectual property of any Party.

The ownership of intellectual property developed within a Dual PhD Project will be shared equally by both Parties.

The Program Students will retain ownership of the copyright in their thesis/dissertation.

## **5. TERM**

The term of this Agreement will commence on the date the last party executes it. The Agreement shall be in place for a period of five years, or for the duration of candidacy of all Program Students enrolled in the Dual Doctoral Degree Program, whichever is the latter.

The Agreement may be extended by the mutual agreement in writing of the Parties.

Either Party may terminate this Agreement at any time during the term, by the provision of six (6) months written 'notice of termination' to the other Party. Once the 'notice of termination' is issued, no new student will be enrolled under DDDP. All students already enrolled under DDDP at the time of the issue of notice of termination will be allowed to finish their work as per this Agreement.

## **6. CONFIDENTIALITY**

Each Party undertakes to respect the confidentiality of the other Party's confidential information.

Each Party is to treat all confidential information owned by the other Party which is specifically designated as confidential information in writing as confidential and shall not disclose or permit the same to be disclosed to a third party without the written authorisation of the owner of that confidential information. It shall be the responsibility of each Party to ensure that confidential information is only disclosed to those of its officers, employees or agents engaged in the performance of a scientific research program on a strictly "need to know basis" and have such officers, employees or agents sign written confidentiality undertakings as may be required.

## **7. COORDINATION OF THE AGREEMENT**

To ensure the technical-administrative coordination of this Agreement, IITKGP hereby appoints Dean, Postgraduate Studies and Research at IIT Kharagpur and Curtin hereby appoints the Associate Deputy Vice Chancellor, Research Training at Curtin University of Technology.

It is incumbent on the Coordinators to provide solutions and to forward all academic and administrative issues that may occur during the effective term hereof, as well as to ensure supervision of the activities.

## **8. VARIATION**

A provision of this Agreement may not be varied or modified except by a separate written instrument which is signed by a duly authorised signatory of each Party.

## 9. SETTLEMENT OF DISPUTES

In order to settle any doubts that may arise under this Agreement, the parties shall exert their best efforts to arrive at a solution by mutual consent. In the event such consent is found to be impossible, the parties shall jointly appoint a third party neutral person, to act as mediator.

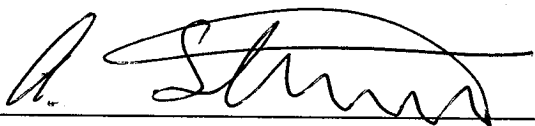
Signed for and on behalf of **CURTIN UNIVERSITY OF TECHNOLOGY** by



**Prof. Thomas Brett Kirk,**  
Associate Deputy Vice Chancellor- Research Training,  
Curtin University of Technology, Australia


Date: 15/05/2015

In the presence of



**Prof. Andris Stelbovics,**  
Pro Vice Chancellor, Faculty of Science and Engineering,  
Curtin University of Technology, Australia

Signed for and on behalf of the **INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR** by



**Prof. Amar Nath Samanta,**  
Dean, Post Graduate Studies & Research (PGS & R)  
Indian Institute of Technology Kharagpur. India.

Date: 15/05/2015

In the presence of



**Prof. Siddhartha Mukhopadhyay,**  
Dean, Alumni Affairs and International Relations (AA & IR)  
Indian Institute of Technology Kharagpur. India.

## **Schedule 1**

### **Agreement for the Establishment of a Dual Doctoral Degree Program between Curtin and IITKGP**

#### **1. SCOPE OF SCHEDULE 1**

Schedule 1 shall apply to Program Students admitted into the Dual Doctoral Degree Program.

#### **2. ADMISSION**

Home Institution will admit a student as a regular research scholar as per the rules and regulations of the Home Institution and allocate a supervisor to the student.

A student admitted to the Home Institution as a regular research scholar will have the option to apply to the Home Institution for the Dual Doctoral Degree Program using the Form A. A Co-supervisor from Host Institution should be identified at this stage and Form-B should also be included with signature from Supervisor (Home Institution) and Co-Supervisor (Host Institution) as their acceptance for supervision of the applicant, if admitted to the Dual Doctoral Degree Program.

Home Institution will forward a detailed academic record of the applicant along with Form A and Form B duly recommended by the Dean (Research Studies) or equivalent of the Home Institution to the Host Institution.

Host Institution will review the application and accepts the same if the applicant fulfils all the requirements of the Host Institution. If accepted by the Host Institution, Form B will be returned to the Home Institution with approval of the Dean (Research Studies) or equivalent of the Host Institution. Such approval is at the sole discretion of the Host Institution.

Enrolment into the Dual Doctoral Degree Program will not be considered complete until approved by the Dean (Research Studies) or equivalent of both Institutions.

Program student visiting the Host Institution shall be enrolled as a doctoral student at the Host Institution and shall have the same status as a regular international student.

Program Students will be required to obtain and pay for appropriate health insurance whilst located at the Host Institution.

#### **3. CONDUCT OF DUALPHDPROJECT**

Dual PhD Projects will be conducted according to the requirements of the Home Institution, while complying with any relevant legislative and policy requirements of the Host Institution.

Once a research student is enrolled into the DDDP, a research advisory committee will be formed which will include supervisor (Home Institute), Co-supervisor (Host Institute), 2 members from Home Institute and 2 members from Host Institute. Additional members may be included in the committee as per the rules and regulations of the Home Institute. The research advisory committee will carry out all the activities as per the rules and regulations of the Home Institute. Such activities may include recommendation of course work, drawing a plan of visit by the student to Host Institute, monitoring the progress of research, and suggesting the list of examiners.

Supervisors at both Parties shall be actively engaged in the Dual PhD Project and with the Program Student for the duration of the Dual PhD Project. It is expected that regular and timely meetings will be held with both Supervisors and the Program Student at appropriate intervals throughout the Dual PhD Project.

The Home Institution shall provide copies of all documentation relating to the monitoring and assessment of the Program Student and the Dual PhD Project to the Host Institution.

The Program Student shall spend at least 1 year each at the Home Institution and the Host Institution.

All formal reports and assessments shall be provided in English to both the Home Institution and the Host Institutions.

At both institutions, the student may earn credit for the PhD degree. From IITKGP point of view credit will mean credit through coursework required for the Ph. D Degree while from Curtin point of view Credit will mean time credit earned through the period of stay in Home/Host Institute. The terms of this agreement permit appropriate academic credit earned at IITKGP to be accepted as Curtin credit and vice versa towards the degree requirement following the academic approval of each institute. However, time credit requirement should be fulfilled by time credit only, and course credit requirement should be fulfilled by course works only.

Program Students shall comply with any relevant health and safety requirements of the institution where they are located.

Ethics approval shall be sought at both the Home Institution and the Host Institutions prior to confirmation of candidature for any research requiring such approval.

#### **4. FINANCIAL CONDITIONS**

Dual PhD students shall be subject to the financial provisions of the Home Institution, including all fees, for the duration of the Dual PhD Project.

Program Students shall be entitled to all of the financial benefits normally provided by the Home Institution (including any living allowance to which the student is entitled) while they are at the Home Institution.

For Program Students who attend Curtin as a Host Institution, Curtin will provide a living allowance for 15 Program Student for one year, equal to the Australian Postgraduate Award full-time stipend rate (as set by the Australian Department of Education) in force from time to time.

For Program Students who attend IITKGP as a Host Institution, IITKGP will provide research fellowships as applicable to Institute Research Scholars in IITKGP. Each Party will fund fee waivers for up to 15 Program Students during the term of this Agreement as Host Institute.

Additional Program Students may also be funded at the discretion of the Parties.

## **5. EXAMINATION**

Students shall present their thesis in English unless otherwise agreed between the Parties.

Dual PhD Projects will be examined according to the requirements of the Home Institution. The Host Institution may have additional requirements for Dual PhD Projects. Such requirements should be detailed at the commencement of the project and may be waived by mutual agreement of the Parties.

The thesis/dissertation examination committee shall be appointed with the agreement of both institutions, and shall be composed by members of both countries, according to the rules and regulations of the Home Institution.

The thesis/dissertation shall be presented only once, in the Home institution, abiding by the rules and regulations of that institution. The dissertation advisors of the program student in the Host Institution will participate in the defense, either physically or by synchronous electronic technology. To receive Dual PhD degrees, the student must satisfy the research advisory committee that the thesis/dissertation is appropriate for the award of the degree and make revisions until it is approved.

The Home Institution shall provide a copy of the thesis and all examiners reports (or equivalent) to the Host Institution for consideration and ratification.

The Home Institution may request priority to issue the award first, but shall not unnecessarily delay the award of the degree by the Host Institution.



## FORM A

### Application for Dual Doctoral Degree Program

Student details		
Student Name		
Date of Birth		
Country of citizenship/ Nationality		
Personal Address		
Educational Qualifications		
Home Institution		
Date of Joining at the Home Institution		
Host Institution		
Expected start date of Dual enrolment		
Expected completion date		
Supervisor details	Home Institution	Host Institution
Supervisor Name		
Affiliation		
Area of Research		
Supervisor email		
Project details		
Proposed title		
Research topic description (Maximum 250 words)		
Proposed dates of hosting at each institution. Note: a minimum of 12 months must be spent at each institution.		
Language of thesis	English (unless otherwise agreed)	
Language of thesis reports	English (unless otherwise agreed)	

\_\_\_\_\_  
**Signature of Student**

## FORM B

### Co-Supervision Agreement for Dual PhD Degree

#### Research Advisory Committee (Consent from the members be enclosed)

Home Institution

Host Institution

Member 1

Member 1

Member 2

Member 2

Supervisor

Co-supervisor

#### Proposed duration of stay in Host Institute:

Admission Financial commitments	Home Institution	Host Institution
Scholarship/Stipend		
Healthcare, travel to secondary institution		
Project costs		
Other costs (provide details)		
Academic Requirements (Course works, Seminar, etc.)		

We agree to supervise the work jointly if Mr./Ms. \_\_\_\_\_ is admitted in the Dual Doctoral Degree Program

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Signature of Co-supervisor

The admission of Mr./Ms. \_\_\_\_\_ to the Dual Doctoral Degree Program is hereby Granted

\_\_\_\_\_  
Signature of Dean (Research Studies) or Equivalent, Home Institution

\_\_\_\_\_  
Signature of Dean (Research Studies) or Equivalent, Host Institution