

AGREEMENT FOR A JOINT DOCTORAL DEGREE PROGRAM

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR
Located in Kharagpur, West Bengal, India
("IITKGP")

AND

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
As represented by the Faculty of Graduate Studies and Research
Located in Edmonton, Alberta, Canada
("UAlberta")

WHEREAS:

- A. The parties to this Agreement have entered into a memorandum of understanding ("MoU") that contemplates various forms of academic cooperation; and
- B. The parties wish to formalize the terms for an Agreement under which doctoral students from either party may pursue a Joint Degree Program.

NOW THEREFORE in consideration of the above and other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement:

- a. "Collaborating Institution" means the institution which is not the Joint Degree Student's Home Institution.
- b. "Joint Degree Program" means a program of study under which students may obtain a doctoral degree from UAlberta OR a doctoral degree from IITKGP.
 - In each instance, the degree will be granted by the Home Institution, and the Home Institution will provide formal recognition of the completion of the Joint Degree Program through a notation on the transcript and on the parchment.
 - At UAlberta, participating faculties must first obtain faculty and Faculty of Graduate Studies and Research approval. At UAlberta, the proposed initial participating Faculties are Agricultural, Life and Environmental Sciences (ALES); Engineering; Medicine and Dentistry; Public Health; and Science. Additional Faculties may be included by written agreement between the parties.
 - At IITKGP, all the departments, schools and centres of the institution will participate in this program.
- c. "Joint Degree Student" means a student who is participating in the Joint Degree Program.
- d. "Home Institution" means the institution where the student was originally admitted to a doctoral degree program in one of the degree programs contemplated by the Joint Degree Program.



2. LIAISON OFFICERS

- 2.1. Each party shall designate a liaison officer ("Liaison Officer") who will be responsible for coordinating the specific aspects of the Joint Degree Program as well as advising and assisting students taking part in the Joint Degree Program.
- 2.2. The designated Liaison Officers for the Agreement are:
- | for IITKGP | for UAlberta – General Agreement Matters |
|---|--|
| Prof. Baidurya Bhattacharya
Dean, International Relations

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University of Alberta International
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142 Telus Centre
Edmonton, Alberta T6G 2R3
Canada
Telephone: +1-780-492-0821
E-mail: cen.huang@ualberta.ca |
- 2.3. All notices sent pursuant to this Agreement must be sent to the above-mentioned Liaison Officers. The parties agree that either party may change its designated Liaison Officer by notifying the other party in writing of such change.
- 2.4. Any notice to be given by either party pursuant to this Agreement must be in writing and may be delivered by commercial courier, registered mail (unless a postal strike or other disruption is currently in place), facsimile machine, or e-mail to the relevant Liaison Officer using the contact information set out above (or such other contact information as notified by a party by written notice given in accordance with this clause).
- 2.5. If a party receives a message that a notice sent to an e-mail address is undeliverable, or that the Liaison Officer is out of the office, or if the party has any other reason to believe that the delivery of a notice was ineffective, then the party will send the notice using a different method.

3. APPLICATION, SELECTION, AND ADMISSION OF STUDENTS FOR THE JOINT DEGREE PROGRAM

- 3.1. A Joint Degree Student must first be admitted into a doctoral degree program at their Home Institution.
- 3.2. Collaborating professors from UAlberta and IITKGP will jointly identify research projects for Joint Degree Students to work on as part of their doctoral studies and for which they would be joint supervisors. UAlberta and IITKGP will develop a process to recruit prospective students to the projects.
- 3.3. Once connected with a project, the prospective student must present the required application forms and materials to their Home Institution.
- The current UAlberta forms can be found here: www.ualberta.ca/graduate-studies/prospective-students/apply-for-admission/shared-credential-applications.
 - The current IITKGP form can be found here: <https://international.iitkgp.ac.in/howtoapply/>.
- 3.4. If the Home Institution agrees to recommend the student, the forms will be forwarded to that student's potential supervising professor at the Collaborating Institution by the deadline mutually agreed upon.



in writing by the Liaison Officers, which will be in alignment with Collaborating Institution's procedures.

- 3.5. The Collaborating Institution will determine at its sole discretion whether to admit the student into the Joint Degree Program and will inform the Home Institution of its decision.
- 3.6. Each Collaborating Institution will admit up to a maximum of two (2) Joint Degree Students each academic year for the Joint Degree Program. The maximum number of students may be changed by mutual agreement of the parties and must be expressed in writing. While the number of incoming and outgoing Joint Degree Students may not be exactly equal every year, both parties will endeavour to exchange a similar number of Joint Degree Students.

4. JOINT DEGREE PROGRAM REQUIREMENTS AND ADMINISTRATION

- 4.1. While under the joint supervision of professors from each institution, Joint Degree Students will follow a program of study and research which will satisfy the requirements of their Home Institution, including any requirements for the Joint Degree Program outlined in Section 2 of Appendix A.
- 4.2. Both parties will provide an adequate orientation as well as ongoing advice and support to the Joint Degree Students. At UAlberta, the host Faculty will take the lead on assisting Joint Degree Students. At IITKGP, the Office of International Relations will take the lead on assisting Joint Degree Students.
- 4.3. Either party may, at its sole discretion, require a Joint Degree Student to withdraw from the Joint Degree Program. If required to withdraw from the Joint Degree Program, the student may be able to return to his/her studies at the Home Institution in the same graduate program and would receive appropriate credit for work completed at the Collaborating Institution while in the Joint Degree Program.
- 4.4. A student may withdraw, at any time, from the Joint Degree Program, and return to his/her studies at the Home Institution. The student will receive appropriate credit for work completed at the Collaborating Institution while in the Joint Degree Program.
- 4.5. Upon successful completion of the doctoral degree requirements of the Home Institution and any additional requirements for the Joint Degree Program, the Home Institution will confer on the Joint Degree Student the doctoral degree of that Institution for which the student qualifies. The Liaison Officer at the Home Institution shall inform the Liaison Officer at the Collaborating Institution of this award.
- 4.6. The designations on the Joint Degree Program Student's academic record will include the following:
 - a. The UAlberta transcript notation will read: "Participating in a shared credential program offered jointly by this university and the Indian Institute of Technology, Kharagpur."
 - b. The IITKGP transcript notation will read: "Participating in the Joint Doctoral Degree Program with University of Alberta."
 - c. The UAlberta parchment notation will read "having completed all the statutory requirements of the program offered jointly by the University of Alberta and the Indian Institute of Technology, Kharagpur has been granted the degree of [Official Degree Name] and awarded all the rights and privileges pertaining to this degree".
 - d. IITKGP parchment notation will read: "INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR upon the recommendation of the Senate hereby confers the degree of Doctor of Philosophy on



5. FEES AND FINANCIAL MATTERS

- 5.1. The Joint Degree Program uses an exchange model for fees: for the duration of their participation in the Program, Joint Degree Students must pay to their Home Institution full tuition and all other required fees associated with full-time registration in the graduate program to which they have been admitted. Joint Degree Students will pay no application or tuition fees at the Collaborating Institution.
- 5.2. Other mandatory or non-instructional fees at the Collaborating Institution may require payment.
 - a. While resident at UAlberta, all Joint Degree Students must pay non-instructional fees to UAlberta for health and dental coverage (UAHIP) and a public transportation pass (the "U-Pass").
 - b. Where resident at IITKGP, all Joint Degree Students must pay insurance premium for the institute medical insurance coverage and Student Life Fees.
- 5.3. Joint Degree Students are expected to have sufficient personal funds to cover any and all expenses not covered by either institution as detailed in this Agreement. Such expenses include:
 - a. Other non-instructional fees;
 - b. Living expenses not covered by the Collaborating Institution while spending time there (health care costs, etc.);
 - c. Recreation;
 - d. Travel and transportation, including travel insurance;
 - e. Text books and school supplies; and
 - f. All necessary immigration documents.
- 5.4. For periods Joint Degree Students from the Collaborating Institution spend at their institution, both parties will provide a doctoral fellowship, through funding from within their own institution and/or from third parties. The fellowship will be at least sufficient to cover accommodation and meals.
- 5.5. Specific funding arrangements for each Joint Degree Student will be agreed to in a separate written document or documents. At UAlberta, for incoming students, the host department must submit this funding documentation to the Faculty of Graduate Studies and Research along with the admission documentation.

6. HOUSING

Each Institution shall endeavour to provide information to students regarding housing options, the cost of which must be paid by the student.

7. REGULATIONS GOVERNING STUDENTS

- 7.1. During their participation in the Joint Degree Program, students will be bound by the rules, regulations, and codes of conduct of the university or universities at which they are registered.
- 7.2. Joint Degree Students will be bound by the laws of the country in which they are resident.
- 7.3. Notwithstanding section 7.1, both institutions will work collaboratively to resolve any conflicts between Joint Degree Students and their supervisors.

8. INTELLECTUAL PROPERTY



8.1. At the outset of a Joint Degree Student's program, the parties will work together to establish, in writing, all necessary arrangements regarding the ownership and protection of any intellectual property generated as a result of any research conducted by the Joint Degree Student during the program. In addressing any such intellectual property arrangements, the parties shall involve the Joint Degree Student, have regard for any policies and procedures in place at each institution, and ensure the Joint Degree Student is provided with a copy of the final written arrangements.

8.2. Notwithstanding anything else in this Agreement, the parties acknowledge that a Joint Degree Student shall own the copyright in his/her thesis.

9. ACCESS TO INFORMATION AND PRIVACY LEGISLATION

9.1. The parties acknowledge that UAlberta is a public body subject to the *Freedom of Information and Protection of Privacy Act* (Alberta) ("FOIP"), as amended. For further information about FOIP see www.ipo.ualberta.ca. The parties agree to only use any personal information exchanged for the purposes of this Agreement for the purposes of administering this Joint Degree Program in accordance with FOIP and relevant privacy acts of India.

9.2. No personal information related to any Joint Degree Student will be released by UAlberta to IITKGP or IITKGP to UAlberta without the student's prior written consent, except as permitted by law. Such consent will be obtained as part of the Shared Credential Initial Approval application form (see www.ualberta.ca/graduate-studies/prospective-students/apply-for-admission/shared-credential-applications) or in such other form as UAlberta or IITKGP may provide from time to time.

10. CONFIDENTIALITY

10.1. Each party who receives any information from the other marked "Confidential" ("Confidential Information"), will take reasonable steps to protect its confidentiality, will not disclose to any third party such Confidential Information without the prior written consent of the other party, and will only use such Confidential Information for the purposes contemplated in this Agreement.

10.2. For the purposes of this Agreement, Confidential Information does not include information (a) that is or becomes part of the public domain through no act of the receiving party, (b) that was in the receiving party's possession before receipt from the disclosing party, (c) that was rightfully received by the receiving party from a third party without a duty of confidentiality, or (d) that is required to be disclosed under any applicable law or by order of a court.

11. DISPUTE RESOLUTION

Any dispute arising from this Agreement shall be resolved amicably through discussion between the parties' Liaison Officers. In the event the Liaison Officers are unable to resolve the matter within 60 days of referral, or such additional time as mutually agreed to by the parties, the dispute shall be referred to the Director of IITKGP and the Provost and Vice-President (Academic) of UAlberta.

Should a dispute remain unresolved for a period of 2 (two) months or more, either Party may refer the dispute to arbitration using the UNCITRAL (United Nations Commission on International Trade Law) Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be in the defendant's jurisdiction. The arbitration shall be conducted in English. The decision of the arbitrator shall be final and binding and shall not be subject to appeal.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

Each party ("Indemnifying Party") shall:



- a. be liable to the other party ("Indemnified Party") for, and
- b. indemnify and hold harmless the Indemnified Party from and against:

any and all liabilities, damages, costs, claims, suits or actions, loss, injury, death, or damage to any third party (including students) occasioned by or as a result of the negligent acts, willful misconduct or breach of obligations assumed under this Agreement by the Indemnifying Party or their employees, officers, agents, and contractors.

Notwithstanding the above, in no event will either party be liable for any indirect, consequential, or incidental claims incurred by any Indemnified Party in respect of this Agreement.

13. SURVIVAL

Terms of this Agreement which, by their nature, require the parties' continued performance after this Agreement's termination, will continue in effect following any such termination.

14. COUNTERPARTS

The parties may sign this Agreement in counterparts, each of which being an original. Such counterparts will together constitute one and the same agreement. Counterparts may be signed either in original or electronic form and the parties shall adopt any signatures received electronically as original signatures of the parties.

15. GENERAL

15.1. This Agreement constitutes the entire agreement and understanding between the parties with respect to the Joint Degree Program and replaces all earlier agreements and discussions between the parties. Appendix A, which includes details regarding the Joint Degree Program administration, forms an integral part of this Agreement. Terms regarding individual Joint Degree Students such as funding arrangements, dates of stay at the Host Institution, and the joint research project being undertaken will be set out in a separate written document or documents.

15.2. The invalidity of any particular provision of this Agreement does not affect any other provision of it, but the Agreement is to be construed as if the invalid provision had been omitted.

15.3. Nothing in this Agreement shall make the relationship between the parties one of partnership, joint venture or employment. Nothing in this Agreement constitutes authority for one party to make commitments which bind the other party or to otherwise act on behalf of such other party.

15.4. No part of this Agreement may be assigned by either party without the consent of the other party.

15.5. Neither party will use, nor shall it permit any person employed by it to use, identifying marks of the other party, other than with the written consent of such other party, which may be arbitrarily withheld.

16. COMING INTO FORCE, TERMINATION, AND AMENDMENTS

16.1. This Agreement comes into effect on the date on which it has been signed by both parties and will continue in effect for a period of three (3) years or until terminated in accordance with section 16.2.

16.2. The parties may mutually terminate this Agreement by written agreement. Alternatively, either party may terminate this Agreement by giving twelve (12) months' written notice of termination to the other party.

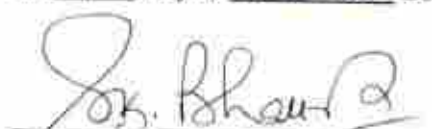


- 16.3. If this Agreement is terminated or not renewed, the parties agree that any Joint Degree Students accepted by the Collaborating Institution will be given reasonable time to complete their studies.
- 16.4. The parties may amend or extend this Agreement by written agreement.

The parties have signed this Agreement on the dates indicated below:

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

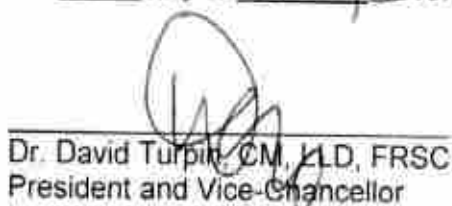
the 1st day of November 2019.



Prof. S. K. Bhattacharyya
Director

Signed for and on behalf of
**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**

the 20 day of January ²⁰²⁰~~2019~~



Dr. David Turpin, CM, MLD, FRSC
President and Vice-Chancellor

the 1st day of Nov 2019.



Prof. Anandaroop Bhattacharya
Dean, International Relations (Officiating)

APPENDIX A

1. Application, Selection, and Admission of Students:

- 1.1. Every Joint Degree Student must meet the normal admission requirements and application deadlines of both parties for the relevant degree programs.

2. Joint Degree Program Requirements and Administration:

2.1. Physical Residency Requirements:

- a. It is expected that Joint Degree Students will successfully complete all their required courses, their comprehensive examination (if required), and their candidacy exam at their Home Institution before visiting the Collaborating Institution, unless a different set of courses at the other Collaborating Institution is approved by the Joint Degree Student's supervisory committee.
- b. Joint Degree Students must spend at least six (6) months and a maximum of twelve (12) months at the Host Institution doing research related to their doctoral program, which will be counted toward the residency requirements of their Home Institution. Periods exceeding twelve months must be discussed and mutually agreed upon in writing by both parties.

- 2.2. Academic Program Requirements: Joint Degree Students will follow a program of study and research which shall satisfy the degree requirements of their Home Institution.

- 2.3. Ethics Requirements: In accordance with UAlberta policy, every Joint Degree Student must meet UAlberta's ethics and academic integrity training requirements set by the UAlberta Faculty of Graduate Studies and Research. Further information regarding those requirements can be found here: <https://uofa.ualberta.ca/graduate-studies/current-students/academic-requirements/ethics>. Additionally, Joint Degree Students must follow all UAlberta policies and procedures relating to research involving either human participants or animals. Similarly, every Joint Degree Student must comply with the rules, processes, policies and procedures of IITKGP relating to research. For research involving human or animal subjects, approval from IITKGP's ethics committee must be secured.

- 2.4. Professional Development Requirement: Every Joint Degree Student from UAlberta must meet UAlberta's professional development requirements set by the UAlberta Faculty of Graduate Studies and Research. Further information regarding those requirements can be found here: <https://www.ualberta.ca/graduate-studies/professional-development/professional-development-requirement>.

- 2.5. Joint Supervision: Every Joint Degree Student must have a supervisor at each institution while in the Joint Degree Program.

- 2.6. Doctoral Supervisory Committee: Every Joint Degree Student must have a supervisory committee comprised of at least three members in the case of UAlberta and five members in the case of IITKGP, including the supervisors at both parties. The supervisor of the host institution will be invited to be part of the evaluation committee for the different milestones leading to the degree.

2.7. Required Examinations:

- a. Doctoral Joint Degree Students whose Home Institution is UAlberta must pass a doctoral candidacy examination in accordance with UAlberta policies before they can proceed to final thesis defense.

- b. Joint Degree Students whose Home Institution is IITKGP must clear their comprehensive examination, registration seminar, enhancement seminar (if required), and synopsis seminar before submission and defence of thesis.
- c. Every Joint Degree Student must successfully prepare and defend a thesis at their Home Institution before an examining committee that is set up in accordance with the relevant policies of the Home Institution, unless otherwise stated in this Agreement. The supervisor from the Collaborating Institution must be invited to participate in the thesis defense. If they participate, they can do so by teleconference.
- For Joint Degree Students whose home institution is IITKGP, the thesis needs to be evaluated by two external examiners (outside of the Doctoral Supervisory Committee), one within India and one outside of India as per the rules of the Institute.
 - For Joint Degree Students whose home institution is UAlberta, the final oral exam committee must consist of the supervisory committee plus two arm's length examiners, one of whom is a reader or examiner external to the University. Full composition policies are at <https://calendar.ualberta.ca/content.php?catoid=29&navoid=7272#size-and-composition-of-examining-committees>

APPENDIX B

INDIVIDUAL STUDENT AGREEMENT

Joint Doctoral Degree Program

between

UNIVERSITY OF ALBERTA

and

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

1. Contact details

Administrative contact (UAlberta):

Administrative contact (IITKGP):

2. Program

The program allows candidates to undertake a Doctor of Philosophy PhD program jointly provided by two institutions, referred to as the home and host institutions. Candidates participating in the program will be accepted into candidature at both institutions. The majority of the candidature will be spent at the home institution.

3. Candidate details

Candidate name:	
Candidate email address:	
Home institution:	
Host institution:	
Thesis title:	
Field of research:	

4. Advisor details

Principal advisor (home institution):	
Associate advisor(s) (home institution):	
Principal advisor (host institution):	
Associate advisor(s) (host institution):	

5. Allocation of time between institutions

The PhD project should be planned for the full time equivalent duration of ____ months to a maximum of ____ months.

The expected periods to be spent at each institution by the Candidate are as follows. These are proposed dates and can be changed by written agreement.

Year	Approximate dates located at home institution	Approximate dates located at host institution
1		
2		
3		
4		
Etc		

6. Academic milestones

The following are the different milestones of the home institutions:

For the Candidate's whose Home institution is IITKGP:

Milestone at IITKGP	
Enrolment	
Comprehensive Exam	
PhD registration	
Enhancement of scholarship	
Thesis synopsis presentation	
Thesis submission	
Thesis defence	

For the Candidate's whose Home institution is UAlberta:

Milestone at UAlberta	Equivalent milestone at IITKGP
Enrolment	
Confirmation of Candidature	
Mid-Candidature Review	
Pre-Completion Evaluation	

7. Funding arrangements

Please list all sources of scholarship/ funds to support the candidate:

	Provided by home institution
Name of scholarship/ fund	
Amount of scholarship/ fund	
Duration of scholarship/ fund	
Items supported by scholarship/ fund	

(add more rows as necessary)

	Provided by host institution
Name of scholarship/ fund	
Amount of scholarship/ fund	
Duration of scholarship/ fund	
Items supported by scholarship/ fund	

(add more rows as necessary)

	Provided by Candidate*
Source of fund	
Amount of fund	
Duration of fund	
Items supported by fund	

(add more rows as necessary)

*Signed undertaking and supporting documents necessary for listing of funds provided by Candidate

SIGNED FOR AND ON BEHALF OF:

UAlberta

IITKGP

Dean/Provost

Date: ____/____/____

Dean, PGS&R

Date: ____/____/____

Witnessed by:

Supervisor

Date: ____/____/____

Supervisor

Title:

Date: ____/____/____