

AGREEMENT FOR JOINTLY AWARDED DOCTOR OF PHILOSOPHY (PhD)

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR of Kharagpur – 721 302, State of West Bengal,
INDIA (IIT Kharagpur)

AND

THE UNIVERSITY OF MELBOURNE [ABN 84 002 705 224] of Parkville, Victoria 3010 AUSTRALIA a body
politic and corporate established in 1853 and constituted under the *University of Melbourne Act 2009* (Vic)
(Melbourne)

BACKGROUND

- A. IIT Kharagpur and Melbourne recognise the value of international cooperation and entered into a Memorandum of Understanding for collaboration in academic and research activities (dated 26/11/2014).
- B. In the spirit of cooperation and with the aim of furthering research collaboration, IIT Kharagpur and Melbourne first entered into an Agreement for Dual Doctoral Program: Doctor of Philosophy on 02/12/2016. This revised Agreement for a Jointly Awarded Doctor of Philosophy (**Program**) replaces the Agreement signed on 02/12/2016 and the amended Agreement for Dual Doctoral Degree Program signed by the Parties on 19/04/2018.

OPERATIVE PART

1 SCOPE OF THE PROGRAM

- 1.1 The Parties agree to establish the Program to jointly award a Doctor of Philosophy degree to participating Graduate Researchers enrolled with both Parties upon successful completion of the Program.
- 1.2 The Parties agree that the Program shall:
 - (a) meet the academic requirements for Doctor of Philosophy degrees of both Parties;
 - (b) require each Graduate Researcher to be jointly supervised by both Parties (each Party must provide at least one primary academic supervisor for each Graduate Researcher); and
 - (c) result in the award of a single Doctor of Philosophy degree to participating Graduate Researchers upon successful completion, where the jointly awarded nature of the degree, and name of the other Party, will be indicated on the testamur awarded by each Party (an example of which is set out at the Annexure).

2 GRADUATE RESEARCHER AGREEMENT

- 2.1 The Parties will enter into a separate Graduate Researcher Agreement with respect to each Graduate Researcher to detail the terms relating to each Graduate Researcher undertaking the Program.
- 2.2 Once executed by the Parties, each Graduate Researcher Agreement is incorporated into, and forms part of this Agreement.
- 2.3 The Parties agree that Graduate Researchers will be admitted into the Program in accordance with both Party's policies, procedures, selection criteria and other relevant entrance requirements.
- 2.4 For the avoidance of doubt, neither Party will be required to act in a way that is contrary to the laws and regulations applicable in its local jurisdiction, or contrary to its statutes, regulations, policies and procedures for the purposes of the Program and settling the terms of each individual Graduate

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Researcher Agreement and each Party will undertake its own accountabilities and recognise the accountabilities of the other Party.

2.5 Each Graduate Researcher Agreement will include provisions relating to the following:

- (a) details regarding the Graduate Researcher's research topic, including any legislative or regulatory requirements which may be relevant;
- (b) nomination of a Party to be the Home Institution for the relevant Graduate Researcher;
- (c) the language of the Graduate Researcher's thesis, noting that:
 - (i) the thesis must be written in the primary language of either Party's local jurisdiction;
 - (ii) the relevant academic supervisors and mentors from both Parties must be suitable qualified and competent with respect to the chosen language of the thesis;
- (d) funding arrangements with respect to each Graduate Researcher, including the funding of the Graduate Researcher stipend or scholarship for the period of the Program, tuition fee remission arrangements, overseas student health cover and travel insurance arrangements, Program travel and examination requirements;
- (e) arrangements for the Graduate Researcher's progress through the Program including:
 - (i) the period(s) of time during which the Graduate Researcher will be located at each Party during the Program; and
 - (ii) academic supervision arrangements for each Graduate Researcher including joint meetings of supervisors, scope and function of academic progress committees and other relevant matters; and
 - (iii) the composition of the Graduate Researcher's Joint Advisory Panel;
- (f) examination arrangements for each Graduate Researcher, which may include oral examination requirements, the composition of the relevant thesis examination panel, and other relevant matters; and
- (g) if relevant, details of any third-party funding body, research collaborator or other requirements which apply to the Graduate Researcher's research topic or project including funding, access to, and use of, research outputs, confidentiality, and Intellectual Property.
- (h) A Party will notify the other Party of any regulatory, policy or other relevant changes that occur during the Term and which may have an impact on the Program and any Graduate Researcher undertaking the Program. Where this occurs, the Parties will use their best endeavours to consult and cooperate to ensure that a Graduate Researcher is not unreasonably disadvantaged by such changes, and can still complete the Program where possible.

3 MELBOURNE PROGRAM REQUIREMENTS

The Parties agree that the Program must meet the following Melbourne requirements:

- (a) Graduate Researchers must spend a minimum of 12 months at Melbourne, along with a similarly substantial amount of time at other Party which may be subject to further requirements outlined in the Graduate Researcher Agreement; and

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- (b) Graduate Researchers must submit their thesis for examination within four years of elapsed candidature at Melbourne.

4 IIT KHARAGPUR PROGRAM REQUIREMENTS

The Parties agree that the Program must meet the following IIT Kharagpur requirements:

- (a) Graduate Researchers need to be enrolled full-time at IIT Kharagpur;
- (b) Graduate Researchers whose Home Institution is IIT Kharagpur must successfully complete the required coursework and comprehensive examination within 12 months of enrolment at IIT Kharagpur; and
- (c) Graduate Researchers whose Home Institution is IIT Kharagpur must submit their thesis for examination within eight years of elapsed candidature at IIT Kharagpur.

5 EACH PARTY'S RESPONSIBILITIES

Each Party will:

- (a) Enrol Graduate Researchers as Doctor of Philosophy students;
- (b) refer the other Party to information about the visa requirements relevant to the Party's local jurisdiction for the purposes of enabling a Graduate Researcher to undertake the Program;
- (c) provide Graduate Researchers with the same facilities, services, rights and benefits as other higher degree researchers;
- (d) induct Graduate Researchers into requirements for ethical research and data management practices applicable at both Parties;
- (e) where relevant, provide assistance to Graduate Researchers, as far as possible, in arranging accommodation and provide appropriate assistance in matters of health, language and local custom that may arise; and
- (f) provide Graduate Researchers with a safe work and study environment in which to undertake the Program, including in relation to occupational health and safety and equal opportunity.

6 INTELLECTUAL PROPERTY

6.1 As a general rule, the Parties agree that:

- (a) a Graduate Researcher will own the copyright in their thesis and will not be prevented from submitting their thesis for examination or publication; and
- (b) each Party shall have a perpetual, non-exclusive right to publish the thesis within their respective institutional repositories.

6.2 However, the Parties agree that a Graduate Researcher's right to:

- (a) own the copyright in their thesis may be subject to each Party's regulations and policies relating to Intellectual Property; and
- (b) submit the thesis for examination or publication may be subject to requirements reasonably imposed by a third-party funding body or research collaborator including additional confidentiality requirements or the right to review any proposed publication or to apply a period of embargo to the publication; and

accordingly, such matters which vary the general position at clause 6.1 will be set out in the relevant Graduate Researcher Agreement.

6.3 As a general rule, the Parties agree with respect to any Intellectual Property contributed to, or arising from, a research topic or project (excluding copyright in the Graduate Researcher's thesis) as follows:

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- (a) each Party will retain the rights to its Background Intellectual Property which is contributed to the other Party for the purposes of the Program;
- (b) each Party provides the other Party with a royalty-free, non-exclusive licence to use its Background Intellectual Property for the purposes of the Program;
- (c) each Party will own the Intellectual Property it creates with respect to the research topic or project and provides the Parties with a royalty-free, non-exclusive licence to use such Intellectual Property for the purposes of the Program; and
- (d) where the Parties jointly create Intellectual Property as part of the Program, the Parties will own such jointly created Intellectual Property as tenants in common in shares which are proportionate to their contribution to the jointly-created Intellectual Property, and each Party grants the other Party a non-exclusive, royalty-free licence to use such Intellectual Property for the other Party's own non-commercial, teaching and research purposes.

6.4 Any variations or additions to the position set out at clause 6.3 will be agreed separately in writing by the Parties, whether in the Graduate Researcher Agreement or further written agreement between the Parties.

6.5 Neither Party shall use the other Party's name or logo or trademark in any advertising, promotion or sales literature without first obtaining the written consent of the other Party.

7 CONFIDENTIALITY

7.1 The Parties may exchange Confidential Information (including to employees of a Party) during the term of the Agreement.

7.2 The Receiving Party must not disclose the Disclosing Party's Confidential Information without first obtaining the consent of the Disclosing Party in writing.

7.3 The Receiving Party agrees to take reasonable steps to provide for the safe custody of the Disclosing Party's Confidential Information in its possession and to prevent unauthorised access to or use of the Disclosing Party's Confidential Information.

7.4 The Parties acknowledge and agree that where a research topic or project is subject to additional confidentiality obligations imposed by a third-party funding body or research collaborator, the Parties will pass on these obligations to the individual Graduate Researcher where reasonably required and where reasonably practicable to do so in the circumstances.

8 USE & DISCLOSURE OF PERSONAL INFORMATION

8.1 Each Party agrees that any Personal Information collected by that Party about Graduate Researchers will be:

- (a) collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policy applicable to that Party;
- (b) provided to the other Party if permitted by law.

8.2 The Parties agree that the relevant policies concerning Personal Information will be distributed to the other Party from time to time during the term of the Agreement.

9 ESOS ACT AND OBLIGATIONS UNDER THE ESOS ACT

9.1 The Parties acknowledge that under Australian law, 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 2018 (**National Code**).

9.2 Melbourne shall provide IIT Kharagpur with the following:

- (a) information regarding course materials, entry requirements, visa application and Overseas Student Health Cover that apply to the Program;
- (b) Melbourne's CRICOS provider code, which is 00116K (**CRICOS Provider Code**); and

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(c) any other information that may be required from time to time.

9.3 For the purposes of compliance with the ESOS Act and National Code, IIT Kharagpur must:

- (a) distribute the information in the form provided by Melbourne (as set out in clause 9.2) to Graduate Researchers and prospective Graduate Researchers;
- (b) ensure that Melbourne's name and CRICOS Provider Code are clearly identified on all material distributed to Graduate Researchers and prospective Graduate Researchers, 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 Graduate Researchers and prospective Graduate Researchers with inaccurate information about studying at Melbourne.

10 DISPUTE RESOLUTION

10.1 If there is any Dispute, the Parties agree to negotiate in good faith and in the first instance the Dispute shall be referred to the relevant institutional authority of each Party, who shall endeavour to resolve the Dispute within 30 days.

10.2 Any Dispute which cannot be resolved by the senior representatives of each Party will be referred to arbitration at a forum agreed to by the Parties. Any decision made by the selected arbitrator will be binding on the Parties. The costs of arbitration will be borne equally by the Parties unless otherwise agreed.

10.3 The Parties agree that should a Dispute remain unresolved under this clause 10, any legal proceedings taken under this Agreement will be initiated in the jurisdiction of the defending Party.

11 REVIEW, TERM AND TERMINATION OF THE AGREEMENT

11.1 The Agreement commences on the Effective Date and continues for Term, unless terminated earlier or extended as provided for in this clause 11.

11.2 Each Party will individually review the operation of the Agreement six (6) months before the Agreement ends to decide whether the Agreement will be renewed for a further term. The Agreement will only be renewed by mutual written agreement of the Parties.

11.3 This Agreement may be terminated by either Party providing twelve (12) months' written notice to the other Party.

11.4 Melbourne may terminate this Agreement by written notice to the IIT Kharagpur immediately if:

- (a) IIT Kharagpur engages in an act that would cause Melbourne to commit a breach of the ESOS Act;
- (b) IIT Kharagpur suffers an Insolvency Event; or
- (c) IIT Kharagpur loses its accreditation or status as a high degree granting body in its local jurisdiction.

11.5 If the Agreement is terminated in accordance with clauses 11.3 or 11.4(a), termination will not apply to those Graduate Researchers currently undertaking the Program in accordance with the terms of the relevant Graduate Researcher Agreement.

12 GENERAL PROVISIONS

12.1 The following general provisions apply:

- (a) **Acknowledgment:** The Parties acknowledge that this Agreement does not restrict the right of each Party to act in its discretion in relation to its business activities or any existing or new commitments.
- (b) **Agency:** Nothing in this Agreement gives rise to a relationship of agency between the Parties.
- (c) **Amendment:** This Agreement can be amended by mutual written consent of the Parties. Such amendments, once approved in writing by the Parties, will become part of this Agreement.

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- (d) **Assignment.** Neither Party may assign this Agreement or any right under this Agreement without the prior written consent of the other Party.
- (e) **Execution.** This Agreement may be executed in counterparts, including facsimile counterpart. All executed counterparts constitute one document.
- (f) **Force Majeure.** Neither Party will be liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond the first party's reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike and riots and either Party may terminate the Agreement by written notice if such an event occurs and continues for a period of 30 days or more.
- (g) **Other Laws:** In carrying out obligations set out under this Agreement, each Party shall comply with all relevant laws, policies and requirements of the other Party as notified by the other Party from time to time.
- (h) **Survival:** The following clauses survive termination or expiration of this Agreement: 6, 7, 8, 9.3, 10, 11.5, 12.1(a), 12.1(b), 12.1(d), this 12.1(h) and 13.1. In addition, clauses 1 to 5 will survive termination or expiration of this Agreement to the extent applicable to those Graduate Researchers already undertaking the Program at the time of termination or expiration.

13 DEFINITIONS

13.1 In this Agreement:

the singular includes the plural and vice versa;

Agreement means this document together with Schedules or Annexures;

Annexure means an annexure to this Agreement;

Background Intellectual Property means any Intellectual Property created by a Party prior to, or independently of, this Agreement, which that Party determines, at its sole discretion, to share with the other Party for the purposes of this Agreement;

Confidential Information means all information:

- disclosed by the Disclosing Party to the Receiving Party or of which the Receiving Party becomes aware; and
- which is by its nature confidential or is identified as confidential by the Disclosing Party;

but does not include information which:

- is required to be disclosed by law;
- is in the public domain other than by breach of this Agreement; or
- the Receiving Party has developed or obtained independently of the Disclosing Party.

CRICOS means the Commonwealth Register of Institutions and Courses for Overseas Students;

Disclosing Party means the Party that is disclosing Confidential Information;

Dispute means dispute or disagreement arising in connection with this Agreement;

Effective Date means the date the last Party signed this Agreement;

ESOS Act means the *Education Services for Overseas Students 2000 (Cth)*;

Graduate Researcher means the research higher degree student enrolled with both Parties to undertake the Program;

Graduate Researcher Agreement means the Graduate Researcher Agreement taking the form as set out in the Schedule;

Home Institution will usually mean the Party at which the Graduate Researcher first enrolls, however the Parties may agree which Party is to be the Home Institution in the Graduate Researcher Agreement contrary to this general position;

Host Institution means the Party that is not the Home Institution;

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Insolvency Event includes an inability by a Party to pay its debts when they become due, when a Party ceases to carry on business, enters into liquidation or any form of insolvency administration or has a mortagagee enter into possession or dispose of the whole or any part of its assets or business;

Intellectual Property means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity, including copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests;

Party means a Party to this Agreement and **Parties** has a corresponding meaning;

Personal Information means any personal, health or identifying information collected during the term of the Agreement;

Program means the Jointly Awarded Doctor of Philosophy (PhD) program described at Background Clause B and established under this Agreement;

Receiving Party means the Party that is receiving Confidential Information;

Schedule means the schedule to this Agreement; and

Term means five (5) years from the Effective Date.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of:

Indian Institute of Technology Kharagpur
by its duly authorised officer/s

Signed for and on behalf of:

The University of Melbourne
by its duly authorised officer/s

Professor Prashanta K Das
Dean, Post Graduate Studies and Research

Professor Justin Zobel
Pro Vice-Chancellor (Graduate and International Research)

Date

Date

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SCHEDULE: GRADUATE RESEARCHER AGREEMENT

RECITALS

The University of Melbourne and IIT Kharagpur wish to establish a joint PhD framework (Program) for [Name of Graduate Researcher] under this Graduate Researcher Agreement in accordance with the Agreement for Jointly Awarded Doctor of Philosophy (PhD) signed by the parties dated [Date] ('Head Agreement').

The purpose of this Graduate Researcher Agreement is to confirm the agreed arrangements for this Graduate Researcher's jointly awarded Doctor of Philosophy (PhD).

Graduate Researchers should refer to the detailed guidelines in **Attachment 1** for further information.

Policy regulations:

The University of Melbourne:

- Graduate Research Training Policy (MPF1321): <https://policy.unimelb.edu.au/MPF1321>;
- Health and Safety Policy (MPF1205): <https://policy.unimelb.edu.au/MPF1205>;
- Enrolment and Timetabling Policy (MPF1294): <https://policy.unimelb.edu.au/MPF1294>

IIT Kharagpur:

- <https://erp.iitkgp.ac.in/IITKGPAplications/admfile/2019201Information.pdf>

1. GRADUATE RESEARCHER DETAILS

| | | |
|--|--------------------------------------|------------------------------|
| Graduate Researcher identification numbers | University of Melbourne (Student ID) | IIT Kharagpur institution ID |
| Family name | | Given name(s) |
| Date of birth | | |
| Email address | | |
| Mobile /cell telephone | | |

2. UNIVERSITY DETAILS

Unless otherwise indicated below the Home Institution is the Party at which the Graduate Researcher first enrolls.

The Home Institution will be:

The Host Institution will be:

The following persons have been designated as the **principal supervisors**, and will be responsible for providing primary supervision of the Graduate Researcher from their respective institution

| | Home institution | Host institution |
|--|------------------|------------------|
| Principal supervisors (name and title) | | |
| Faculty and School/ Department | | |
| Email address | | |

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| | |
|--|--------------------------------------|
| Telephone numbers | |
| 3. INTERNATIONAL RESEARCH TRAINING GROUPS | |
| Is the Graduate Researcher part of an established International Research Training Group (IRTG) between Melbourne and IIT Kharagpur? | |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| If yes, name of IRTG: | Melbourne India Postgraduate Academy |
| 4. PROPOSED PROJECT AND SUPERVISION ARRANGEMENTS | |
| Describe the thesis topic that will be undertaken: | |
| The following regulatory approvals will be required in order for the Graduate Researcher to conduct their research at the Home and Host institutions (eg: <i>ethics approvals, materials handling certifications, health or police checks</i>): | |
| The Graduate Researcher must complete Melbourne's <i>Research Integrity Online Training</i> course prior to Confirmation. | |
| The following arrangements will be put in place for the appropriate management and retention of research data generated during the research: | |
| Melbourne and IIT Kharagpur agree to provide a safe environment for the Graduate Researcher for the duration of the Program in accordance with Melbourne's Health and Safety Policy: https://policy.unimelb.edu.au/MPF1205 | |
| The proposed/recorded date of commencement of joint candidature arrangements is: | |
| Commencement date is the first day that the Graduate Researcher starts work towards the Program. For Graduate Researchers whose Home Institution is IIT Kharagpur, this will be the date when the graduate researcher enrolls at Melbourne. | |
| Allocation of time | |
| For Graduate Researchers whose Home Institution is IIT Kharagpur, the maximum duration of the PhD is 8 years (including the coursework year(s) at IIT Kharagpur). | |
| For Graduate Researchers whose Home Institution is Melbourne, the maximum duration of the PhD is 4 years. | |
| All Graduate Researchers must submit for examination at Melbourne within 4 years of enrolling at Melbourne. | |
| The Graduate Researcher will divide their time between the Home and Host institution and will spend a minimum of 12 months, and a maximum of 24 months, at the Host institution. The expected periods to be spent at each institution are as follows: | |
| Period (Provide proposed dates in dd/mm/yy format) | Location (Home or Host Institution) |
| From date | to |
| From date | to |
| From date | to |

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From date to
From date to

Leave policies affecting candidature

Leave will be granted in accordance with [sections 5.61-5.67](#) of the Melbourne Enrolment and Timetabling Policy (MPF1294).

Leave of absence is a period of non-enrolment that may be granted for reasons such as sickness, family or carer responsibilities, which temporarily hinder the Graduate Researcher's studies.

When leave is approved, the expected thesis submission date and progress review due dates will be adjusted at both institutions.

Note: recreational leave (up to 4 weeks at Melbourne) will not affect the thesis submission date.

The following arrangements will be put in place to ensure effective supervision of the candidate and effective communication between the supervisors at Home and Host institutions (*please include details of the proposed frequency and mode of supervision meetings, and how the outcomes of those meetings will be recorded*):

Supervisory meetings will be held at least monthly with the Graduate Researcher over video-conference

The following arrangements will be put in place to ensure the Graduate Researcher's progress is reviewed formally on at least an annual basis:

On enrolment at the Home Institution, an Advisory Panel will be formed as per rules of the Home Institution.

- At IIT Kharagpur, the Advisory Panel must be comprised of the supervisor(s), the Department/School/Centre Head, and at least three more faculty members, at least one of whom must not be from the parent Department/School/Centre.
- At Melbourne, the Advisory Panel must be comprised of at least three people including the advisory committee chair and the candidate's supervisors as per the [Graduate Research Training Policy](#).

Upon successful enrolment in the Joint PhD, the Host Institution's supervisor(s) and two more Academics from the Host Institution will be added to the Advisory Panel to make up a **Joint Advisory Panel**.

- The Joint Advisory Panel will include all IIT Kharagpur and Melbourne supervisors.
- The Joint Advisory Panel will meet at least once a year (online mode) to assess the graduate researcher's progress.
- Graduate researchers will be required to submit annual progress reports to both institutions via the Joint Advisory Panel. Progress reviews will be recorded through online forms linked to the student system at Melbourne.

Note: The Joint Advisory Panel will be involved in the examination of the Oral Defence, as set out in section 7.

5. THESIS REQUIREMENTS

The expected format and approximate word length of the thesis is:

The expected format of the thesis is per the [Preparation of Graduate Research Theses Rules](#).

The word length of the thesis will not exceed 100,000 words exclusive of tables, maps, bibliographies and appendices.

The thesis will be written in the following language: English

6. THESIS EXAMINATION

The Examination Board will consist of:

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- At least two examiners external to, and independent of, all Partners. One of these two external examiners must be resident outside Australia and India.

The following arrangements will govern the selection of examiners and examination of the thesis.

- 6.1 The primary supervisors from both institutions will jointly search for and nominate the potential external and independent examiners as per [section 4.103-4.110](#) of the Melbourne Graduate Research Training Policy. These must be external to all Partners and remain anonymous to the candidate. At least one of these external and independent examiners will be required to participate in the Oral Defence, as set out in section 7, and will cede anonymity at that point.
- 6.2 The Graduate Researcher will submit identical copies of the thesis to each institution in line with each institution's policies and procedures.
- 6.3 The thesis examination will be initiated by the Home Institution and the initial contact and invitations to examiners will be sent by the Home Institution. Once initial contact has been made, each institution will send their relevant forms to the examiners.
- 6.4 The examiners will submit the relevant examiners' assessment form and written report to each institution in line with each institution's requirements.
- 6.5 The Melbourne Chair of Examiners will assess the two external examiners' reports against a scale of recommendations as per [section 5.119-5.129](#) of the Melbourne Graduate Research Training Policy.
- 6.6 The Oral Defence must take place after thesis submission, and before the revised version of the thesis has been resubmitted to each institution. The Oral Defence will run as set out in section 7.
- 6.7 If the candidate is required to make some form of change to the thesis as an outcome of the thesis examination and Oral Defence, identical copies of the revised version of the thesis will be resubmitted to each institution as the final version of the thesis.

The jointly awarded degree from Melbourne and IIT Kharagpur is a PhD.

7. ORAL DEFENCE

The Oral Defence Examination Board will be assembled by IIT Kharagpur and will consist of:

- At least one of the two examiners external to, and independent of, all Partners, as described in section 6.; AND
- The Joint Advisory Panel, as described in section 4.

The following arrangements will govern the Oral Defence examination process:

The Oral Defence will be conducted in the following language: English

It is expected that the Oral Defence will be conducted at the Home Institution and be attended by the Graduate Researcher and the Oral Defence Examination Board as described below:

| | Physically present | Option to join via video-conference |
|--|-------------------------------------|---------------------------------------|
| Graduate Researcher | <input checked="" type="checkbox"/> | |
| Joint Advisory Panel members at Home Institution | <input checked="" type="checkbox"/> | |
| Joint Advisory Panel members at Host Institution | | <input checked="" type="checkbox"/> |
| At least one of the two external examiners, as described in 6. | | <input checked="" type="checkbox"/> * |

* If the examiner is located within India, for candidates enrolled with IIT Kharagpur as the Home Institution, then they should be physically present. The external examiner may attend via video conference if they are outside India or unable to travel.

8. FINANCIAL ARRANGEMENTS

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| | | |
|--|--|---|
| The following financial arrangements will apply to this Graduate Researcher's Program: | | |
| Institution: | Home | Host |
| Tuition fee remission waiver: | Full fee remission | Full fee remission |
| Living stipend (scholarship): | Base scholarship rate when candidate is located at Home Institution | Base scholarship rate when candidate is located at Host Institution |
| Note: The maximum duration of the scholarship paid by the Host Institution will be 2 years. | | |
| Travel costs of the Graduate Researcher: | As required (minimum one return airfare) | None |
| Insurance costs of the Graduate Researcher (health, travel): | As required | As required, when candidate is located at Host Institution |
| Travel costs of the supervisors, as they apply to the supervision of the Graduate Researcher: | As required, for Home-based supervisor | As required, for Host-based supervisor |
| Honoraria for external examiners: | As per usual standard | As per usual standard |
| Technology costs associated with the Oral defence (e.g. video/ teleconference): | As required | As required |
| Travel costs associated with the Oral Defence for the: | *IIT Kharagpur will pay the travel cost for one external examiner to attend the Oral Defence, if the examiner is located within India, for candidates enrolled with IITKgp as the Home Institution. The external examiner may attend via video conference if they are outside India or unable to travel. | |
| a. Graduate Researcher | None | None |
| b. Supervisors | None | None |
| c. External examiners | * | * |

9. INTELLECTUAL PROPERTY ARRANGEMENTS

(IF RELEVANT) This research is conducted under a funding / third-party agreement that places the following conditions upon ownership and /or communication of the research:

Confidentiality requirements:

Dissemination of the research findings, including access to the thesis (*note whether these restrictions are worldwide or apply to specific jurisdictions only*):

Intellectual Property generated in the project (excluding the Graduate Researcher's thesis):

Background Intellectual Property made available by the third party:

Intellectual Property rights in the research project will vest in accordance with the position set out at clause 6.3 of the Head Agreement unless otherwise indicated below or as separately agreed in writing by the parties.

10. AUTHORSHIP AND THESIS ACCESS ARRANGEMENTS

Copyright and access arrangements to the Graduate Researcher's thesis will be governed by the position set out clause 6.1 of the Head Agreement unless otherwise indicated below:

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The following arrangements will apply to any publications arising from the Graduate Researcher's work (*indicate copyright arrangements, anticipated author roles and attributions where co-authored publications are expected and publication access requirements*)

11. UNIVERSITY APPROVALS

| | | |
|------------------|-------------------------|---------------|
| INSTITUTION NAME | University of Melbourne | IIT Kharagpur |
|------------------|-------------------------|---------------|

PRINCIPAL SUPERVISORS

Name

Signature

Date

(IF RELEVANT) To confirm whether the Graduate Researcher has been granted a place in an International Research Training Group (IRTG), the Head of Department/Head of School will consult with the IRTG coordinator or academic lead.

Has the Head of Department/Head of School received confirmation from the IRTG coordinator or academic lead that the named Graduate Researcher is being supported as part of the IRTG?

Yes No

Yes No

HEAD OF DEPARTMENT / SCHOOL (as appropriate)

Name

Signature

Date

RESPONSIBLE OFFICER AT ENROLLING FACULTY

Name

Position Associate Dean, Research Training

Signature

Date

12. GRADUATE RESEARCHER ACKNOWLEDGEMENT

The content of this Agreement has been discussed with me, and I acknowledge these conditions will apply in respect to my Program, unless varied by agreement between the Home and Host institutions, and with my knowledge.

I acknowledge that progress outcomes will be shared with the relevant administrators at both institutions to ensure all program requirements are met.

Name

Signature

Date

ATTACHMENT 1: GUIDELINES

Melbourne India Postgraduate Academy (MIPA)

1. The Melbourne India Postgraduate Academy (MIPA) was developed through a collaboration between The University of Melbourne (Melbourne) and three Indian Institutes of Technology (IIT) - IIT Madras/ IIT Kanpur/ IIT Kharagpur - to form an international research training group (IRTG), wherein successful candidates receive one PhD degree jointly awarded by Melbourne and one of the three IITs. Each testamur will acknowledge the joint nature of the degree and the names of the relevant partner institutions.
2. MIPA provides PhD candidates with an opportunity to conduct research in India and Australia during their candidature and earn a joint degree accredited in both jurisdictions.
3. Graduate researchers enrolled in MIPA work on a project jointly developed by two primary supervisors (one each from Melbourne and one of the IITs) and advised by a Joint Advisory Panel consisting of academics from Melbourne and one of the IITs.
4. Graduate researchers interested in this international research training group may apply through one of the participating institutions. This institution will serve as the Home Institution for the graduate researcher throughout the candidature.
5. The maximum duration of PhD will be 8 years for graduate researchers whose Home Institution is IIT Kharagpur (including the coursework year). The maximum duration of the PhD will be 4 years for graduate researchers whose Home Institution is Melbourne.

However, all graduate researchers must submit for examination at Melbourne within 4 years of enrolling at Melbourne or beyond 4 years if the relevant dean approves late submission, and delays are due to:

- a. compelling and serious research-related reasons beyond the candidate's control, or
- b. compelling or unexpected, personal or medical reasons that have arisen during the candidature period.

However, the funding from Melbourne will be available within 4 years of enrolling at Melbourne; or otherwise in accordance with Melbourne policy and procedure.

Melbourne-IIT Kharagpur Jointly Awarded PhD (Joint PhD) Guidelines

A. ELIGIBILITY CRITERIA AND HOW TO APPLY:

A1. For all Candidates:

1. Graduate researchers must satisfy the entry requirements for PhD at both IIT Kharagpur and The University of Melbourne (Melbourne).
2. Graduate researchers need to apply independently to each institution and:
 - a. Must be admitted and enrolled at the Home Institution, and
 - b. Apply for the Joint PhD at the Home and Partner Institutions within the first year of enrolment (candidature) at their Home Institution. Application can be made anytime during the year.
3. The Partner Institution will consider the application only for those graduate researchers who have been approved by the Home Institution for the Joint PhD. An individual Graduate Researcher Agreement will need to be completed as part of this process. This form will outline the agreed specific arrangements for each graduate researcher's joint PhD (e.g. dates of location at each institution, names of supervisors, coursework, scholarship arrangements etc.).
4. Graduate researchers are required to attach a:
 - a. Letter of support from the appropriate Dean (International Relations/ Research Training) of the Home Institution, and
 - b. Letter of support from the Home Institution supervisor(s) and the Partner Institute supervisor(s) with the graduate researcher's application to the Partner Institution.

A2. For IIT Kharagpur Candidates:

1. The graduate researcher must be admitted into the PhD programme at IIT Kharagpur.
2. GPA Requirements:
 - a. The graduate researcher from one of the participating institutions must have a GPA of 8.5/10 or above in a Bachelor's or Master's degree.
 - b. Those graduate researchers with GPA less than 8.5/10 in their Bachelor's or Master's degree conducted at one of the participating institutions listed in (a) must secure a minimum GPA of 8.5 in the coursework in the first year of their PhD program to be eligible.
 - c. Graduate researchers who do not have Bachelor's or Master's degree from a participating Institution must secure a minimum GPA of 8.5 in the coursework in the first year of their PhD program to be eligible.

A3. For Melbourne Candidates:

1. The graduate researcher must be admitted as a PhD candidate at Melbourne and meet the eligibility requirements of a Melbourne Research Scholarship.

B. SELECTION PROCESS:

B1. For IIT Kharagpur Candidates:

1. The graduate researcher must be enrolled in a PhD program at IIT Kharagpur with an appropriate scholarship from IIT Kharagpur.
2. The graduate researcher will be required to successfully complete the required coursework and comprehensive examination within 12 months of enrolment in PhD at IIT Kharagpur.
3. If successful, the graduate researcher will receive a PhD offer from Melbourne under the Joint PhD.
4. GPA Requirements:
 - a. For graduate researchers who (a) obtained their Bachelor's and Master's degree from an institution other than one of the participating IITs, or (b) obtained their Bachelor's or Master's or both degrees from one of the participating IITs but had GPA less than 8.5 in all such degrees, the offer will be conditional on achieving a minimum GPA 8.5 in the coursework in their first year of PhD at IIT Kharagpur.

B2. For Melbourne Candidates:

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1. The graduate researcher will receive PhD candidature and stipend + fee remission offers from Melbourne.
2. The graduate researcher will be required to satisfy course requirements for confirmation and deliver the confirmation seminar within 12 months of commencement (enrolment) of PhD at Melbourne.
3. If successful, the graduate researcher will receive the Joint PhD offer from IIT Kharagpur.

C. CANDIDATURE AND SCHOLARSHIP:

C1. For all Candidates:

1. On enrolment for PhD at Home Institution, an Advisory Panel will be formed as per rules of the Home Institution. Upon successful enrolment in the Joint PhD, supervisor(s) and two more Academics from the Partner Institution will be inducted into the Advisory Panel. The Joint Advisory Panel will include all IIT Kharagpur and Melbourne supervisors.
2. Annual progress reviews will be conducted and will be attended by the Joint Advisory Panel through video conferencing. Internal progress reports will be generated to assess the graduate researcher's standing.
3. Graduate researchers will receive a local stipend scholarship from the institution at which they are physically located during their candidature. The Home Institution may choose to suspend stipend during the absence.
4. Travel support, if any, will be awarded according to rules of the Home Institution. Tuition and other fees payable during stay at the Partner Institution will be waived by the Partner Institution.
5. Graduate researchers must spend at least 12 months at each Institution.
6. Graduate researchers will be responsible for their own visa application(s) and for complying with each country's visa requirements, including those concerning leave entitlements associated with PhD candidature.
7. Leave may be granted in accordance to Melbourne rules. If leave is granted, enrolment is suspended for the duration of the leave and milestone dates are adjusted to reflect periods of leave.
8. Graduate researchers are required to make satisfactory progress towards the timely completion of their course and will be subject to both IIT Kharagpur and Melbourne rules if it is determined that they are making unsatisfactory progress.

C2. For IIT Kharagpur Candidates:

1. The graduate researcher will follow the rules of IIT Kharagpur regarding the coursework. There will be no additional coursework requirement at Melbourne.
2. The graduate researcher will complete the comprehensive examination within 12 months of enrolment into PhD program of IIT Kharagpur.
3. The enrolment (commencement) date at Melbourne will be the date when the graduate researcher enrols at Melbourne after accepting the offer of the Joint PhD.
4. The graduate researcher will spend 12-24 months at Melbourne depending on the project requirements as determined by the Joint Advisory Panel. The maximum duration of Melbourne stipend for IIT Kharagpur candidates will be 2 years.
5. The graduate researcher will not be required to deliver a confirmation seminar at Melbourne. The comprehensive examination at IIT Kharagpur will be considered equivalent to the confirmation seminar at Melbourne.
6. Visits to Melbourne will take place with due approval from IIT Kharagpur. When not resident at Melbourne, the graduate researcher will be on approved Study Away from Melbourne.

C3. For Melbourne Candidates:

1. The enrolment (commencement) date at IIT Kharagpur will be the date when the graduate researcher enrolls at Melbourne.
2. The graduate researcher will follow the rules of Melbourne regarding any coursework. There will be no additional coursework requirement at IIT Kharagpur.
3. The graduate researcher will complete a confirmation seminar within 12 months of commencing at Melbourne. The confirmation seminar at Melbourne will be considered equivalent to comprehensive examination at IIT Kharagpur.
4. If the confirmation seminar at Melbourne is held after the graduate researcher arrives at IIT Kharagpur under the Joint PhD and is attended by the Joint Advisory Panel through video conferencing, it will be considered equivalent to the registration seminar at IIT Kharagpur. If the confirmation seminar was held before arrival at IIT Kharagpur, the graduate researcher will need to deliver a registration seminar within 12 months of arrival at IIT Kharagpur.
5. The graduate researcher will spend 12-24 months at IIT Kharagpur depending on the project requirements as determined in consultation with the supervisors from each institution. The maximum duration of IIT Kharagpur scholarship for Melbourne candidates will be 2 years.
6. When not resident at Melbourne and visiting IIT Kharagpur, the graduate researcher will be on approved Study Away. Other variations to candidature will be taken in accordance with Melbourne rules.

D. THESIS SUBMISSION AND EXAMINATION:

D1. For All Candidates:

1. The graduate researcher must meet the examination requirements of both institutions to be awarded the Joint PhD, including any Oral Examination requirements.
2. The graduate researcher will submit identical copies of the thesis written in English to both institutions.
3. The thesis examination will be initiated by the home institution and the initial contact and invitations to examiners will be sent by the home institution.
4. The thesis will be examined by at least two external examiners.
5. Thesis examiners must:
 - a. Be independent of both institutions.
 - b. Be of good international standing in the research topic of the thesis.
 - c. Be qualified to at least PhD level or have equivalent research experience.
 - d. Have previous experience as a supervisor or examiner of a PhD
 - e. Be from different institutions.
6. A person is ineligible to serve as an examiner if they:
 - a. Have had a formal association with either institution within the past five years and/or during the examination, including employment at the institution in teaching and/or research as either a full-time, part-time or sessional staff member, or in an honorary capacity.
 - b. Are a supervisor or a Joint Advisory Panel member of the candidate under examination.
 - c. Have had direct involvement with the thesis through reading drafts or discussing the research.
 - d. Have directly collaborated in work with the graduate researcher and/or with the graduate researcher's supervisors in the last 5 years.
 - e. Have a real or perceived conflict of interest with the graduate researcher, the supervisors or the institutions of a personal, professional or commercial nature.
7. The thesis and relevant forms will be sent to the examiners by each partner institution. The examiners will return two sets of forms; one to each institution. Each institution will pay the examiners in line with their rules and regulations.
8. The graduate researcher will undergo an Oral Examination in line with IIT Kharagpur requirements. Joint Advisory Panel members will participate through video conferencing.

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9. The graduate researcher will incorporate changes suggested from the examiners written reports and Oral Examination into the final version of the thesis.
10. The graduate researcher will resubmit the revised thesis, if necessary, on the basis of examiners comments in consultation with both the supervisors and with the combined approval of the Chair of Examiners at both institutions.
11. In case of grossly conflicting recommendation by the two external examiners, the relevant Deans of the two Institutions will discuss on the future course of action which may include sending it to a third jointly appointed external examiner, for which D1(5) and (6) applies.
12. If successful, the graduate researcher will receive two separate degree certificates each of which will acknowledge the joint nature of the degree and will include the name of the partner institution.

D2. For IIT Kharagpur Candidates:

1. Graduate researchers must give a synopsis seminar as per IIT Kharagpur rules prior to thesis submission. This will be considered equivalent to the completion seminar at Melbourne. Joint Advisory Panel members from the Partner Institution will participate by video conferencing. If accepted by the Joint Advisory Panel, the thesis will be sent out for review by external examiners.

D3. For Melbourne Candidates:

1. The graduate researcher must give a completion seminar, as per Melbourne rules prior to thesis submission. This will be considered equivalent to the synopsis seminars at IIT Kharagpur. Joint Advisory Panel members from the Partner Institution will participate by video conferencing. If accepted by the Joint Advisory Panel, the thesis will be sent out for review by external examiners.

Glossary:

- The terms Enrolment, Commencement, Candidature have been used interchangeably.
- 'Scholarship' and 'Stipend' have been used interchangeably.
- IIT Kharagpur Candidates: graduate researchers whose Home institution is IIT Kharagpur.
- Melbourne Candidates: graduate researchers whose Home institution is Melbourne.

ANNEXURE

Sample Testamurs

The University of Melbourne:

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

Indian Institute of Technology Kharagpur

Date:

Vice-Chancellor

University Secretary

University seal to be inserted here

AGREEMENT FOR JOINTLY AWARDED DOCTOR OF PHILOSOPHY (PhD)

IIT Kharagpur:

Indian Institute of Technology Kharagpur



This is to certify that

Stu Dent

was duly admitted to the degree of

Doctor of Philosophy

In Indian Institute of Technology Kharagpur

Jointly with

The University of Melbourne

for the Thesis entitled

“XXX”

Date:

Director

IIT Kharagpur

University seal to be inserted here