
COLLABORATION AGREEMENT for JOINTLY AWARDED PHD DUAL DEGREE

- between -

THE UNIVERSITY OF MANCHESTER

and

THE INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

THIS COLLABORATION AGREEMENT for JOINTLY AWARDED PHD DUAL DEGREE
("Agreement") dated: 2021 is made BETWEEN:

(1) THE UNIVERSITY OF MANCHESTER (a Royal Charter corporation registered number RC000797) which has its principal offices at Oxford Road, Manchester, M13 9PL ("Manchester"); and

(2) THE INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR ("IIT Kharagpur")

Each a "Party" and together the "Parties";

WHEREAS

- A. This Agreement aims to formalise an overarching collaboration between The University of Manchester and IIT Kharagpur ("the Programme") between whom it is agreed that a partnership be established to provide for the delivery of jointly awarded PhD Dual Degrees (hereafter individually known as "the Jointly Awarded Projects").
- B. A Jointly Awarded Project is defined as a PhD project that leads to two separate awards from two equal partner institutions. Each Party will be responsible for making its own award but the two components form a single research experience and such project shall be managed cooperatively between the two Parties.
- C. Both Parties acknowledge that each individual Jointly Awarded Project shall be subject to a separate agreement that wherever possible, shall conform to and be consistent with the terms, conditions, obligations and provisions outlined in this Collaboration Agreement.
- D. This Agreement is specifically limited to the Jointly Awarded Projects. Any further Programmes will be subject to a separate agreement. This Agreement confirms the rights and obligations of both Manchester and IIT Kharagpur covering both the relationship and the Parties and to formalise agreement of a mechanism to manage and perform individual Jointly Awarded Projects.

1. DEFINITIONS

In this Agreement, the following words shall have the ascribed meanings:

"Academic Year"	means the academic year of the Parties;
"Agreement"	means this agreement together with the Appendices;
"Award"	means the award of a Jointly Awarded PhD Dual Degree conferred by both Manchester and IIT Kharagpur;
"Business Day"	means Monday to Friday excluding statutory public holidays in the country of either Party;
"Co-Supervisor"	means any member of staff employed by either Party acting as a Supervisor on a Jointly Awarded Project;

"Confidential Information"	means all secret or not generally known information or information which is not easily accessible to others or of a commercially sensitive nature disclosed or made available in any way by one Party ("Discloser") to the other ("Recipient") for use in connection with this Agreement (including the Background Intellectual Property and Foreground Intellectual Property of the Discloser) and marked or labelled by the Discloser as "Proprietary", "Confidential" or "Sensitive" at the time of disclosure;
"Effective Date"	shall mean the 1 st January 2021.
"Jointly Awarded Project"	means any Jointly Awarded project agreed and performed by the Parties, each one being subject to a separate agreement to be negotiated between the Parties and including the Student;
"Force Majeure Event"	means any event beyond the reasonable control of either Party, including (but not limited to) illness of staff, Acts of God, civil disturbance, strikes or other industrial action, war or governmental advice;
"Intellectual Property"	means all intellectual and industrial property rights including without limitation patents, know-how, trade marks, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks and copyright (including, without limitation, copyright in drawings, plans, specifications, designs and computer software), database rights, topography rights, any rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world;
"the Institution"	means either Manchester or IIT Kharagpur "the Institutions" shall mean both Parties together.
"Principal Supervisor"	means any member of staff employed by either Party acting as a Principal Supervisor on a Jointly Awarded Project;
"Student"	means an individual admitted and registered as a student by Manchester and IIT Kharagpur and who will study under a Jointly Awarded Project;
"Template Study Plan"	means a study plan to be included in each Jointly Awarded Project including the information recommended in Appendix 1 of this Agreement.

In this Agreement, unless the context otherwise requires:

- (a) references to a "clause" or "Appendix" are to a clause of or an Appendix to this Agreement, and;

- (b) words in the singular include the plural and vice versa and words of any gender include every other gender and references to legal persons shall include natural persons and vice versa, and;
- (c) the headings are inserted for convenience only and shall be ignored in the interpretation of this Agreement, and;
- (d) a reference to any statute, statutory provision or subordinate legislation shall be construed as including a reference to that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of this Agreement.

2. DURATION

- 2.1 This Agreement shall commence on the Effective Date and continue for a period of five (5) years (the “Term” of the Agreement) unless terminated earlier in accordance with Clause 12. Notwithstanding termination (for whatever reason), the provisions of Clauses 9, 10, 11 and 14 shall continue in full force and effect.
- 2.2 For the avoidance of doubt any terms, conditions and obligations of this Agreement directly relevant to a Jointly Awarded Project shall continue to apply to any Jointly Awarded Project with a duration that exceeds the Term of this Agreement.

3. WARRANTIES

- 3.1 The Parties warrants that they shall perform their duties under this Agreement with the skill and care of a reasonably proficient professional practitioner. All other conditions and warranties (whether express or implied by statute or common law or arising from conduct or a previous course of dealing or trade, custom or usage or otherwise howsoever) are hereby expressly excluded to the fullest extent permitted by law.
- 3.2 Each of the Parties warrants that it has full power and authority to carry out the actions contemplated under this Agreement, and that its entry into and performance under the terms of this Agreement will not knowingly infringe the rights of any third party or cause it to be in breach of any obligations to a third party.
- 3.3 Each of the Parties warrants that all information, data and materials provided by it to the other hereunder will be, to the best of its knowledge, accurate and complete in all substantive respects, and it is entitled to provide the same to the other without recourse to any third party.

4. JOINTLY AWARDED PHD PROJECT MANAGEMENT

- 4.1 In respect of any individual Jointly Awarded Projects, both Parties agree:
 - 4.1.1 To abide by Appendix 2 (“Programme Protocol”) and Appendix 3 (“Senate Approval”);

- 4.1.2 The Student shall be registered at both Institutions in the first year of their study (see also Appendix 3 item 4); The maximum duration of the funding of any individual Jointly Awarded Project shall be four (4) years but it is agreed that the entire process including thesis examination shall be completed within a maximum of five (5) years; Jointly Awarded Projects shall be full-time.
- 4.1.3 Each Jointly Awarded Project shall provide for the Student to spend approximately fifty percent of his or her total time on such Jointly Awarded Project at each Institution.
- 4.1.4 There will be a mutually agreed separate agreement of each Jointly Awarded Project with an agreed Study Plan which shall include all the information outlined in the template Study Plan appended to this Agreement as Appendix 1;
- 4.1.5 There will be a dedicated Principal Supervisor assigned to each Jointly Awarded Project at each Institution and where appropriate, additional Co-Supervisors. The Principal Supervisor at each Institution should aim to be in contact with the other at least once a month. This can include virtual meetings via webcam, email or other online technologies in addition to meetings in person;
- 4.1.6 Unless specifically waived by both Institutions there will be a joint progress committee to oversee each individual Jointly Awarded Project which will assess progress formally by a minimum of an annual review and a qualification exam in year 2 (see also Appendix 3 items 4 & 5);
- 4.1.7 Pastoral support will be provided by both Institutions in the form of an advisor at Manchester and the Chairperson DSCat IIT Kharagpur;
- 4.1.8 A single thesis shall be submitted by the Student in English within four years of the date of registration to both the Institutions;
- 4.1.9 Wherever possible a joint examination and a single viva will be provided for each Jointly Awarded Project. Where a single examination is not possible, full consideration should be given to how the examination process will be conducted and these arrangements should be included in the Jointly Awarded Project agreement. The joint examination panel will meet requirements from both Parties (see also Appendix 3 item 5.4).
- 4.1.10 Students who successfully complete a Jointly Awarded Project at both Institutions will graduate with a jointly awarded PhD dual degree from both Manchester and IIT Kharagpur and will receive a degree certificate from each Institution which will clearly state that the degree was obtained through a Jointly Awarded Project. The degree titles must use the same wording on the certificate of both Institutions (see also Appendix 3 item 6);
- 4.1.11 If the Student only completes or meets the assessment requirements for one of either Manchester or IIT Kharagpur it is only possible that they will receive only one award from the home Institution under which the Jointly Awarded Project was completed.

5. REGISTRATION

- 5.1 Each Student studying a Jointly Awarded Project will be registered with both Institutions concurrently for the duration of the Jointly Awarded Project.
- 5.2 It is agreed that the programme shall aim to recruit a total of up to fifty Students for the duration of the Programme.

6. STUDENT COMPLAINT

- 6.1 Complaints from Students relating to a Jointly Awarded Project shall be considered in accordance with the complaints procedures contained in the rules of the institution hosting the Student when the complaint is raised.
- 6.2 Students shall be made aware of and bound by the disciplinary codes of both Institutions and any Party where they undertake their studies. Any disciplinary action shall be co-ordinated through both Institutions.
- 6.3 For the avoidance of doubt both Institutions shall have the right to terminate a Student's participation in a Jointly Awarded Project and have the right to expel a Student in line with it's own rules and regulations.

7. STUDENT SUPPORT

- 7.1 Both Institutions will provide appropriate high quality facilities for teaching and laboratory work incorporated within the Jointly Awarded Project to be delivered. These should include access to computers, the internet, a place of work and all other provisions that may reasonably be required for the performance of a Jointly Awarded Project.
- 7.2 If either Institution becomes aware that the provision of any facilities or delivery of a Jointly Awarded Project may be compromised in any way, that Institution will notify the other as soon as possible in order to agree an appropriate resolution.

8. FINANCIAL CONTRIBUTIONS

- 8.1 The Parties agree that no monies or funding shall be transferred under this Agreement.
- 8.2 Students of the Programme are encouraged to apply for scholarships according to relevant scholarship policies and regulations.
- 8.3 Each Institution shall cover research and consumable costs incurred by the Student at that Party's premises.
- 8.4 Each Institution shall waive the other Party's Student tuition fees for the duration of the Jointly Awarded Project.

9. INTELLECTUAL PROPERTY

- 9.1 **"Background Intellectual Property"** shall mean any Intellectual Property made available by either Party for use in a Jointly Awarded Project or necessary to exploit the Foreground Intellectual Property, but not (in either case) directly arising from and developed in the course of the Project and belonging to such Party or to which such Party has rights which permits its use in such Jointly Awarded Project and to exploit the Foreground Intellectual Property.
- 9.2 **"Foreground Intellectual Property"** shall mean any Intellectual Property arising from and developed in the course of a Jointly Awarded Project.
- 9.3 The Parties agree that the ownership or sharing of Intellectual Property shall be governed by the following provision set out in this Clause 9 other than in exceptional cases subject to separate approval and agreement between the Parties.
- 9.4 For the avoidance of doubt all Background Intellectual Property used in connection with a Jointly Awarded Project shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other Party except under the terms of each Jointly Awarded Project Agreement. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by such Jointly Awarded Project Agreement.
- 9.5 The Parties agree that any improvements or modifications to a Party's Background Intellectual Property arising from a Jointly Awarded Project which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.
- 9.6 Each Party grants the others a royalty-free, non-exclusive licence for the duration of a Jointly Awarded Project to use its Background Intellectual Property for the sole purpose of carrying out such Jointly Awarded Project. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.
- 9.7 Each Party shall own the Foreground Intellectual Property generated by its students, employees, and/or agents under the Jointly Awarded Project and shall ensure that it secures ownership of such Foreground Intellectual Property from its employees and agents. The Party owning any Foreground Intellectual Property shall be entitled to use and exploit such Foreground Intellectual Property as that Party sees fit, and subject always to Clauses 9.9 and 9.10.
- 9.8 Each Party shall promptly disclose to the other Parties all Foreground Intellectual Property generated by it and the Parties shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Foreground Intellectual Property.
- 9.9 Where any Foreground Intellectual Property is created or generated by two or more Parties jointly and it is impossible to segregate each Party's intellectual contribution

to the creation of the Foreground Intellectual Property, the Foreground Intellectual Property will be jointly owned by those Parties in equal shares. The owners may take such steps as they may decide from time to time, to register and maintain any protection for that Foreground Intellectual Property, including filing and prosecuting patent applications for any Foreground Intellectual Property, and taking any action in respect of any alleged or actual infringement of that Foreground Intellectual Property. If one or more of the owners does not wish to take any such step or action, the other owner(s) may do so at their expense, and the owner not wishing to take such steps or action will provide, at the expense of the owner making the request, any assistance that is reasonably requested of it.

- 9.10 Any joint owner of any of the Foreground Intellectual Property may deal with and exploit that Foreground Intellectual Property as though it were the sole owner, without being required to account to any other joint owner for any share in the revenues generated by that dealing or exploitation, provided that no joint owner may disclose to any third party or grant any third party any rights that detract from any other joint owner's right to deal with any jointly owned Foreground Intellectual Property as it sees fit.
- 9.11 Each Party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Foreground Intellectual Property generated in the course of a Jointly Awarded Project for that Party's own academic and research purposes, but not for the purpose of commercial exploitation.
- 9.12 If any Party (the "Exercising Party") requires the use of Background Intellectual Property of any other (the "Other Party") in order to exercise its rights in Foreground Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting on fair and reasonable terms to be negotiated, a licence to the Exercising Party so that the Exercising Party may use such Background Intellectual Property for the purpose of exercising its rights in Foreground Intellectual Property.
- 9.13 No Party shall infringe the Intellectual Property of the other Parties; nor shall they make any application to register any trade or service mark in its own name or any other name similar to that of the other Party, anywhere in the world.

10. INDEMNITY

- 10.1 Subject to Clause 11 each Party shall indemnify and keep indemnified the other against all or any expenses, claims, costs and demands made upon the indemnified Party by any person as a result of any loss or damage suffered by any person as a result of a failure by the indemnifying Party to carry out its obligations hereunder in the manner and at the times specified herein, or as a result of the indemnifying Party or its employees or agents carrying out such obligations in a negligent manner.

11. INSURANCE AND LIMITATION OF LIABILITY

- 11.1 Each Party shall maintain at its own cost insurance to cover its full liability in respect of any act, omission or default for which it and its employees, students, consultants and agents may become liable in undertaking any activity under this Agreement or any Jointly Awarded Project and for the use to which it puts any Jointly Awarded Project results.
- 11.2 Neither Party shall hold the other liable for any damages, dispute or injury arising out of this Agreement or during the undertaking of a Jointly Awarded Project unless caused by the wilful act or negligence of an employee, agent or student of that Party. Neither shall either Party be liable to the other for any consequential loss or damages which may arise out of or in connection with this Agreement.
- 11.3 Neither Party makes any warranty, express or implied that a Jointly Awarded Project will provide particular results or provide data for use as part of any particular regulatory submission, nor does any Party make any warranty as to the accuracy of any data or information which it makes available to the other Party in the course of this Agreement or any Jointly Awarded Project.
- 11.4 Where legally possible, the Parties agree that nothing under this Agreement shall restrict their liability for:
 - 11.4.1 death or personal injury resulting from negligence; or
 - 11.4.2 any fraud or any sort of other liability which, by law, cannot be limited or excluded.
- 11.5 In any event the maximum liability of either Party under this Agreement or arising in any way out of this Agreement shall, where legally possible, not exceed in the aggregate the value of £250,000.

12. TERMINATION

- 12.1 Without prejudice to any other right or obligation under this Agreement, either Party may terminate this agreement by giving 3 months' notice in writing to the other.
- 12.2 Without prejudice to any other right under this Agreement either Party shall be entitled to terminate this Agreement immediately by written notice to the other in the event that:
 - 12.2.1 a Party is in material breach of any provision of the Agreement and fails to remedy such breach within thirty days of written notice from the non-breaching Party;
 - 12.2.2 a Party ceases to be financially viable for the purposes of fulfilling the Agreement.
- 12.3 In the event of notice being given by a Party to terminate this Agreement pursuant to Clause 12.2, the breaching Party, if requested by the non-breaching Party, shall, pursuant to Clause 12.2, continue to provide performance in accordance with this Agreement until:

- 12.3.1 the end of the current Academic Year; or
- 12.3.2 the date when all the Students registered for a Jointly Awarded Project at the time of such event giving cause to the non-breaching Party to terminate the Agreement have Completed such Jointly Award Project;
 - as the non-breaching Party may in its sole discretion direct.
- 12.4 In the event that a breach of this Agreement by either party gives rise to a right for the other party to terminate this Agreement, the non-breaching party shall have the right either to serve notice to terminate this Agreement, or in the full knowledge of such breach, to elect to allow this Agreement to continue. If the non-breaching party elects to allow this Agreement to continue the remedy of the innocent party shall lie in damages only.
- 12.5 Any termination of this Agreement will be without prejudice to any right of either party against the other in respect of any prior breach of this Agreement.

13. GOODWILL

- 13.1 Neither party shall do any act (or cause any act to be committed) which brings the reputation of the other party into disrepute or which is calculated or is reasonably likely to bring the reputation of the other into disrepute.
- 13.2 Neither party shall misrepresent the contents or aims and objectives of this Agreement to any third parties.

14. CONFIDENTIALITY AND DATA PROTECTION

- 14.1 Each Party will use reasonable endeavours not to disclose to any third party any Confidential Information and not to make to any third party any disclosure of Confidential Information which would prejudice either the rights of the other Party under or pursuant to this Agreement. Any information disclosed orally that is identified as Confidential Information shall be confirmed in writing within thirty (30) days of disclosure and will be treated the same as if it had been reduced to a tangible form at the time of disclosure.
- 14.2 The Recipient shall be entitled to use the Confidential Information only for the purposes of this Agreement and to disclose the Confidential Information in confidence to such of its employees that need to know in order to carry out that Party's obligations under this Agreement.
- 14.3 The Recipient shall incur no obligation under Clause 14.1 with respect to information which:
 - 14.3.1 is known to the Recipient before the Effective Date, and not impressed already with any obligation of confidentiality to the Discloser; or
 - 14.3.2 is or becomes publicly known without the fault of the Recipient; or

- 14.3.3 is obtained by the Recipient from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the Discloser; or
- 14.3.4 is independently developed by the Recipient without use of the Confidential Information; or
- 14.3.5 is approved for release in writing by an authorised representative of the Discloser; or
- 14.3.6 the Recipient is specifically required to disclose pursuant to an order of any Court of competent jurisdiction in order to fulfil the Court Order but the Recipient is only released from its obligation to the extent of such order; or

14.4 IIT Kharagpur acknowledges that Manchester is subject to the provisions of the Freedom of Information Act 2000 (as amended from time to time) and that Manchester is therefore subject to legal duties which may require the disclosure of information in relation to this Agreement. If Manchester holds information in relation to this Agreement on behalf of IIT Kharagpur, IIT Kharagpur agrees to assist and cooperate with Manchester to enable it to comply with the Freedom of Information Act 2000. Manchester acknowledges that IIT Kharagpur is subject to the provisions of the Right to Information Act 2005 (as amended from time to time) and that IIT Kharagpur is therefore subject to legal duties which may require the disclosure of information in relation to this Agreement. If IIT Kharagpur holds information in relation to this Agreement on behalf of Manchester, Manchester agrees to assist and cooperate with IIT Kharagpur to enable it to comply with the Right to Information Act 2005.

14.5 Each Party shall comply with EU General Data Protection Regulation 2016/679 ("GDPR") and the UK Data Protection Act 2018 (as applicable) ("the Data Protection Laws to be agreed and formalised in each Jointly Awarded Project agreement.

15. PROJECTS

- 15.1 Each Jointly Awarded Project shall have a separate agreement, the details of which will be defined by the supervisors at both Institutions.
- 15.2 It is the intention of the Parties that the results of any Jointly Awarded Projects shall be published in accordance with normal academic practice.

16. FORCE MAJEURE

- 16.1 Neither Party shall incur any liability to the other for delay in performing its duties under this Agreement as a result of a Force Majeure Event.

17. NOTICES

17.1 Manchester's representative for the purpose of receiving academic reports in relation to this Agreement shall until further notice be:

Professor David Polya
Faculty of Science and Engineering

IIT Kharagpur's representative for the purpose of receiving academic reports in relation to this Agreement shall until further notice be

Dean of Faculty and Chairperson of RPEC
IIT Kharagpur

17.2 Manchester's representative for the purpose of receiving legal notices shall until further notice be:

Director of Research and Business Engagement Support Services
2nd Floor Christie Building
The University of Manchester
Oxford Road
MANCHESTER
M13 9PL
United Kingdom

IIT Kharagpur's representative for the purpose of receiving legal notices shall until further notice be:

Registrar
IIT Kharagpur
WB 721302
India

18. DISPUTE RESOLUTION

18.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute arising between them out of or in connection with this Agreement within thirty (30) working days of the dispute arising.

18.2 If the dispute cannot be resolved, then the Parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure from time-to-time in force.

18.3 To initiate the mediation a Party to this Agreement must give notice in writing (the "ADR Notice") to the other Party requesting mediation in accordance with this Clause 18. The mediation is to take place not later than thirty (30) working days after the ADR Notice. If there is any issue regarding the conduct of the mediation upon which the Parties

cannot agree within fourteen (14) working days of the ADR Notice, then CEDR shall, at the request of either Party, decide the issue for the Parties, having consulted with them. Unless otherwise agreed by the Parties, the place of mediation shall be nominated by the mediator.

- 18.4 Unless otherwise agreed, all negotiations connected with the dispute and any settlement shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 18.5 If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by both Parties.
- 18.6 If the Parties fail to reach agreement within sixty (60) working days of the initiation of the mediation, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.
- 18.7 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings.

19 BRIBERY ACT

- 19.1 Both Parties shall:
 - 19.1.1 comply with all applicable laws, statutes, regulations and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 and any guidance provided from time to time;
 - 19.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
 - 19.1.3 have in place its own policies and procedures relating to anti-bribery and anti-corruption, including but not limited to adequate procedures under the Bribery Act 2010 to ensure compliance with the Bribery Act 2010 and will enforce them where appropriate; and
 - 19.1.4 promptly report to the University any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

20. GENERAL

- 20.1 Delay in exercising, or a failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy, or the exercise of any other right or remedy. A waiver of a breach of this Agreement shall not constitute a waiver of any subsequent breach.
- 20.2 Each of the Parties acknowledges that it is not entering into this Agreement in reliance upon any representation, warranty, collateral contract or other assurance (except

those set out in this Agreement and the documents referred to in it) made by or on behalf of any other party before the execution of this Agreement. Each of the Parties waives all rights and remedies which, but for this clause, might otherwise be available to it in respect to any such representation, warranty, collateral contract or other assurance, provided that nothing in this Clause 20.2 shall limit or exclude any liability for fraud.

20.3 Each party shall at its own cost do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably requested of it by the other party from time to time to implement this Agreement.

20.4 Neither party may assign or sub-contract all or any part of any benefit of or interest, right or licence in or arising under this Agreement without the prior consent of the other party.

20.5 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or other form of joint venture between the parties or constitute or be deemed to constitute either party the agent or employee of the other for any purpose whatsoever.

20.6 No person who is not a party to this Agreement is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20.7 The Parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the Parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

20.8 This Agreement sets out the entire agreement between the Parties relating to its subject matter and overrides any prior correspondence or representations and any previous agreements (if any) between Manchester and IIT Kharagpur. Any variation shall be in writing and signed by authorised signatories for both Parties.

21. LAW AND JURISDICTION

21.1 In the interpretation of this Agreement, if Manchester wishes to take legal proceedings against IIT Kharagpur, it shall do so under Indian Law and through the Indian Courts. If IIT Kharagpur wishes to take legal proceedings against Manchester, it shall do so under the laws of England and in the courts of England.

AS WITNESS the hands of the duly authorised representatives of the Parties the day and year first before written

SIGNED by



Professor Dame Nancy Rothwell
President and Vice-Chancellor

for and on behalf of
THE UNIVERSITY OF MANCHESTER

SIGNED by



Professor Martin Schröder
Vice President and Dean

for and on behalf of
Faculty of Science & Engineering,
THE UNIVERSITY OF MANCHESTER

SIGNED by



Lisa Murphy 8 January 2021
Solicitor, Head of Contracts

for and on behalf of
THE UNIVERSITY OF MANCHESTER

SIGNED by



Prof Virendra K. Tewari
Director

for and on behalf of
THE INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

SIGNED by



Prof. Baidurya Bhattacharya
Dean, International Relations

for and on behalf of
The Office of International Relations
THE INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

Appendix 1

Template Study Plan

The study plan should include:

- a.** Name of the partner organisation (background details on the organisation may be required by the Faculty depending upon the nature of the link).
- b.** Full name of the Student (further details about the academic background of the Student may be requested by the Faculty).
- c.** Name and contact details of the main supervisors at each Institution.
- d.** Name and contact details of the co-supervisors reciprocally at each Institution (details on the academic credentials of the supervisor may be required by the Faculty depending upon the nature of the link).
- e.** Name of the Adviser/Tutor for the Student.
- f.** Proposed area of research.
- g.** Length of Jointly Awarded Project (maximum 4 years).
- h.** An estimated period for the literature survey and the design of the Project.
- i.** Information about the Student's researcher training needs and how this will be taken forward to ensure the Student has access to and attends appropriate researcher development opportunities.
- j.** Arrangements for managing supervision including the frequency and approximate timing of visits by the Institution's Main Supervisor to the Student whilst they are away from the Institution, and the role of the Co-supervisor.
- k.** The frequency of visits by the Student to the Institutions over the full period of the degree and the nature of the work carried out during these visits.
- l.** Confirmation that the Supervisor from both Institutions and the Student will be in contact with each other at least once a month.
- m.** Arrangements for access to facilities at Manchester and IIT Kharagpur.
- n.** The nature of the work that will be carried out whilst the Student is at each institution.
- o.** Arrangements for the submission and assessment of annual progress reports and confirmation that the Student will be examined at least annually by an overarching progression panel which include at least a two members staff from each Institution.
- p.** Arrangements for ensuring that the progress and review of the Student is managed effectively throughout the entire period of the degree and particularly when the Student is away from the Institution with confirmation that staff and Students have been given full access and training on the Institutions progression monitoring systems.

- q. Arrangements for the writing, submission and examination of the final thesis.
- r. Details of the examination process (see Clause 4.1.9 and Section 5 in Appendix 2).
- s. Confirmation that a viva will be held at Manchester and/or IIT Kharagpur.

Appendix 2

Programme Protocol

1. Recruitment and Admissions

The recruitment process will be jointly managed by the two Institutions and will involve supervisors from both Institutions. To be Determined: preferred way for students to apply. Supervisors from both Institutions will review the applicants and invite candidates to an interview. Interviews would ideally be joint and held via video conference (see also Appendix 3 items 1, 2, 3 & 4).

Target Student recruitment numbers shall be in line with Clause 5.2 of the Agreement. Applicants will apply through IIT Kharagpur, completing the application form according to IIT Kharagpur's procedures. Only one application form is required in the initial stages but successful candidates will need to ensure they have completed the application form for both Institutions prior to registering for the Jointly Awarded Project.

Required application documents will include but not limited to:

- Application form of the Institute through which they apply
- Academic Transcripts
- IELTS certificate (no less than 6.5 for non-native English speaker) or TOEFL iBT certificate (no less than 90 for a non-native English speaker).
- 2 recommendation letters (at least)
- CV (including personal statement of academic interests)

Successful candidates will receive a separate offer letter from each Institution but both letters will reference the other Institution.

The language of delivery for every Jointly Awarded Project will be English and the thesis will be written in English. Students need IELTS 6.5 English qualification as a minimum for application qualification. A TOEFL iBT score of 90 (with no less than 20 in each component) is also acceptable. This is a specific requirement for Manchester and will be required for a UK visa.

Students applying for a Jointly Awarded Project through Manchester are required to have a Master degree or extensive research experience in a relevant discipline.

2. Formal Progression

Progression and assessment will be managed via an overarching board/committee so that there is an agreed outcome for each Student. Day to day management of Students will rest with the Institution they are located at during the different stages of their Jointly Awarded Project (i.e. students will be managed by IIT Kharagpur when they are at IIT Kharagpur and by Manchester when they are in Manchester). There are no requirements for taught courses to be undertaken while at Manchester. For IIT Kharagpur requirements see Appendix 3 items 5.1 through 5.4.

Progression will be monitored and managed jointly between the two Institutions. The Students will need to meet the requirements of both Institutions.

- Manchester – annual review in years 1, 2 and 3.
- IIT Kharagpur –Comprehensive Exam, Registration Seminar, Enhancement Seminar and Synopsis Seminar.

Pastoral support is available at both Institutions. At Manchester each Student has an 'advisor' who is part of the supervisory team but provides non-academic, pastoral support. At IIT Kharagpur pastoral support is provided via Chairperson DSC.

3. Supervisors

A joint supervisory team will be established by up to of two academic staff autonomously each from respective Institution who share the same academic interests (see also Appendix 3 item 4). The supervisory team will provide academic support throughout the whole training process.

4. Fees and Funding

Fees and Funding for Students participating in Jointly Awarded Projects shall be in accordance with Clause 8 of this Agreement.

5. Examination / Assessment / Award

Students will submit one thesis to a joint examination panel which will include panel members from Manchester and IIT Kharagpur. The interview panel will meet the requirements for both Parties.

Each thesis needs to be reviewed by two public reviewers and one anonymous reviewer. The public reviewer can be expert from each Institution and at least one public reviewer will attend the viva. There is no requirement that all panel experts review and provide report on the thesis (see also Appendix 3 item 5.4).

For thesis review, we usually have four kinds of outcomes:

- A. Reviewer has no comments and agree to organize defense;
- B. Reviewer has some comments for revise but also agree to organize defense;
- C. Reviewer suggest certain revises need to be made before the defense;
- D. Reviewer reject the thesis defense

For A and B, students can conduct viva after revised thesis based on the reviewer comments. For C, students need to revise thesis based on comments and return to the same reviewer for recheck. For D, students cannot organize their viva and need to rewrite their thesis. Students will receive separate award certification from each institution in accordance with Clause 4.1.10 of the Agreement.

Both institutions must be credited on any papers.

6. Additional

This Agreement shall have a duration of five years. If either Party decides not to continue the Agreement after five years, Students who have been recruited and are in the process of their studies will complete their programme as originally scheduled.

Appendix 3
Senate Approval

IIT Kharagpur and University of Manchester Joint Doctoral Program

(Draft revised 12 March 2020 according to suggestions received at 214th RPEC Meeting held on 11.3.20)

(Draft approved by 332nd Senate on 27.05.20, adopted by 333rd Senate on 15.09.20)

1. Definition of doctoral research projects

IITKGP and UOM faculty jointly define projects which are approved by both Institutions for listing under the joint doctoral program.

2. Eligibility

For Indian nationals: BTech or MSc/MTech graduates from any IIT with minimum CGPA of 7.5/10. For UK and other nationals: Bachelors or Masters graduates in science, engineering or related field from a globally reputed university (with QS rank within 500) with minimum first class or equivalent, or minimum GPA of 3.0/4.

3. Application process

Applications are accepted under a separate PhD track by each Institution ("IIT Kharagpur - University of Manchester Joint Doctoral Program"). Application Portal to be maintained by IITKGP. Each applicant chooses one of the offered projects. Both Institutions review the applications. Candidates shortlisted by both Institutions first take a written exam at IIT Kharagpur or Manchester. Those who clear the written exam are interviewed either in Kharagpur or Manchester. Supervisor(s) and other examiners from the partner Institute join by video conferencing. Successful candidates are identified.

4. Admission

Successful candidates are offered admission to the Joint Doctoral Programs. Both Institutions admit the student on or about the same date, assign them roll numbers etc. Doctoral Supervisory Committee (DSC or equivalent) is constituted in each Institution. Each institution admits supervisor(s) from the partner institution in their DSC.

5. Program Duration and time allocated between Institutions

The program is four years long. The time will be allocated as follows:

5.1 Year 1: Spent at IITKGP.

Within one week of admission, Doctoral Committee assigns up to 10 credits of coursework for Masters degree holders and up to 20 credits for Bachelors degree holders. Of these, (i) up to 3 credits for Masters and up to 6 credits for Bachelors degree holders may be U-Manchester courses taken online, including any mandatory course required by U-Manchester, and (ii) depending on background and performance, the DSC may waive one course for Masters and two courses for Bachelors degree holders. The online course taken at U-Manchester will serve as the required "interdisciplinary course" at IIT Kharagpur. For native English speakers, IIT Kharagpur will waive the English for Technical Writing course requirement. Coursework is completed within the first two semesters. Preliminary research activity under joint supervision is initiated in the first year itself. Comprehensive Exam is taken within the first 10 months.

If unsuccessful after two attempts in Comprehensive Exam, or if any course grade is D or lower, then candidate is asked to leave the program.

For successful candidates, preparation to spend the second and fourth years at UK (visa related paperwork, funding commitment etc.) is completed.

Milestone matching: Comprehensive Exam @Kgp = First year/Continuation @ Manchester

5.2 Year 2: Spent at Manchester.

Research work starts. Supervisor(s) at both ends continually monitor progress. Registration Seminar given in Manchester.

Milestone matching: First annual review @ Manchester = Registration seminar @Kgp

5.3 Year 3. Spent at Kharagpur/Manchester.

Research continues. Supervisor(s) at both ends continually monitor progress. Enhancement Seminar given in Kharagpur.

Milestone matching: Enhancement seminar @Kgp=Second annual review @ Manchester

5.4 Year 4: Spent at Manchester/Kharagpur.

Thesis work is completed. Synopsis Seminar is given. Thesis is submitted to both Institutions and sent for examination as per each Institution's rules: (a) IIT Kharagpur sends thesis to Indian & foreign examiners. Both examiners submit report. If accepted, Defence Seminar is conducted as per IIT Kharagpur rules in Manchester/Kharagpur depending on student's location. Other side attends by video conference. (b) Evaluation and closed door defence is conducted at Manchester as per University of Manchester rules.

[Milestone matching: Third annual review @ Manchester = Synopsis seminar @Kgp]

6. Award of degree:

If student successfully defends the thesis as required by each institution then both institutions shall jointly award the doctoral degree. There will be two parchments - each will prominently mention the joint nature of the work and the partner institute's name.

Student can walk the stage at either or both Institutions.

7. Funding

Tuition: UManchester and IITKGP both waive/absorb their respective tuition fees.

Stipend: IIT Kharagpur awards stipend at the usual rate while the student is resident in its campus and considers top-up/maintenance funding for the duration the student resides in Manchester. University of Manchester will make available competitive scholarship opportunities while the student is in residence at Manchester.

8. Post study work visa: As per prevailing rules of UK and India.