



Office of Alumni Affairs & International Relations
Indian Institute of Technology Kharagpur
Kharagpur - 721 302


Ref: 2056 /2023/OIR

Date: 13.11.2023

NOTE

The draft Joint Supervision Agreement has been received from the University of Leeds, UK for approval at IITKGP. Before the draft may be approved, it is being placed to the Legal Cell for their feedback.

The enclosed draft is being shared for your review and comments.


13/11/2023
IR Executive

AR (AA&IR)

Pl. provide previous instance if any.

Associate Dean (AA&IR)


IR Executive

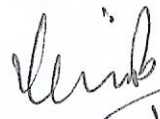
This is the first time that a Joint Supervision Agmt. is being drafted and being processed. Hence, no previous instance is available with the office of AA&IR.

AR (AA&IR)

The instant file may be routed through Sr. Legal officer for vetting if agreed to plan for.

Associate Dean (AA&IR)


14/11


13/11.

Sr. Law officer.

DATED

[Date]

JOINT SUPERVISION AGREEMENT

BETWEEN

- (1) INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR, Kharagpur, India – 721302
(IIT KGP)

AND

- (2) THE UNIVERSITY OF LEEDS, Leeds, LS2 9JT, United Kingdom ("UL")

Background

- (A) The parties signed a MoU for institutional collaboration between IIT KGP and UL on 3rd December 2020 for a period of 5 years. (previous documents)
- (B) The purpose of this Joint Supervision Agreement is to detail the arrangements between the parties concerning the mutual provision of external supervisors. It is hoped by providing external supervisors this will enrich the experience of students at both institutions.

IT IS AGREED AS FOLLOWS:

ARTICLE 1. DURATION

- a. Subject to Article 11 this Agreement shall be effective for an initial period of 5 years. After this 5 years the Agreement could be renewed with the written consent of both parties.

ARTICLE 2. APPOINTMENT OF EXTERNAL SUPERVISORS

Commented [AS1]: Big concern about these kind of agreements possibly creating employment relationships for the individuals, tax implications and creating a trading (permanent establishment for us). Finance to comment. 3 a of some help, but only on employment and just a view between the parties, does not mean they would not be deemed employees by the authorities.

I assume the staff get no pay for this from the awarding Uni and the activity is done in the name of the established non awarding Uni. We should say this.

Commented [AG2R1]: Not sure how this MoU may create employment opportunities. IIT KGP legal team may comment and add suitable language.

No faculty/staff/student gets paid as a result of this MoU.

- a. Each party will consider providing to the other its own staff to act as external supervisors for PhD students. Appointed external supervisors will complement the existing internal supervisory team.
- b. This external supervisory arrangement will only relate to students studying for a PhD in disciplines offered by ~~at the Schools of~~ IIT-KGP and UL's Faculty of Engineering and Architecture and Faculty of Biotechnology and Biosciences and UL's School of Civil Engineering and Faculty of Biological Sciences.
- c. Each party shall provide to the other details of its staff who may be interested in providing external supervision. Such details to include the specific areas of academic interest together with a short summary of their supervisory experience.
- d. If a party identifies a member of staff from the other party whom it believes may be suitable as an external supervisor, then contact will be made through the authorised representatives (referred to below). If the identified member of staff does wish to participate then the commitments as an external supervisor shall be made clear by the appointing institution. In particular, the interested member of staff will be shown a copy of this Agreement and directed to the Schedules where details of commitments can be found.
- e. If after seeing the above commitments the member of staff is still interested in pursuing external supervision, then the appointing institution shall process that member of staff's interest through their internal procedures.
- f. For the avoidance of doubt the appointing institution will be the party that takes on the other party's member of staff to be an external supervisor helping with the supervision of their PhD student.

~~g. The appointment will be made only after having agreed upon in writing by the supervisor, the external supervisor and their authorised representatives. No appointment of an external supervisor will be made until agreed in writing by both authorised representatives and the individual seeking appointment.~~

~~gh. No external supervisor shall be entitled to payment for the role they perform.~~

ARTICLE 3. STATUS OF EXTERNAL SUPERVISORS

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Commented [SW3]: As per internal discussion, we don't think this commits individuals or Schools to participation. Staff would need to follow their School guidance on external commitments, workload, etc. Extraneous wording removed.

Commented [AS4R3]: Correct Simon

Commented [AG5R3]: Looks fine to me.

Commented [SW6]: What is our Representative approving? See also question under 5a below.

Commented [AS7R6]: I like the idea of oversight form a central point. This is a University not personal appointment? The supervisor does the role in the name of their employing Uni I assume.

Commented [AG8R6]: Alternate language suggested – to clarify who will be a part of the agreement.

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- a. Where an individual is appointed as an external supervisor, they will be providing their services on behalf of their home institution and not be considered by the appointing institution to be one of their employees. If any employment liabilities shall arise from the appointment, then the entire liability from that appointment shall fall on the party appointing the external supervisor.

ARTICLE 4. ROLES AND RULES RELATING TO EXTERNAL SUPERVISORS

- a. The required role and applicable rules of an external supervisor appointed by UL are as described under Schedule 1.
- b. The required role and applicable rules of an external supervisor appointed by IITKGP are as described under Schedule 2.
- c. To help clarify the external supervisor's role Schedule 1 and Schedule 2 also include clarification as to the roles that would normally apply to supervisors at an institution but do not apply to that individual as an external supervisor.

ARTICLE 5. AUTHORISED REPRESENTATIVES

- a. For the purpose of this Agreement, the authorised representative for IITKGP shall be Associate Dean International and Alumni Relations International Relations and Branding and for UL its authorised representative shall be the Head of its Graduate School in its Faculty of Engineering.
- b. Unless expressed to the contrary, all decisions and notices under this Agreement shall be between/made by the authorised representatives.

Commented [ND9]: IITKGP would prefer this to be a representative of international office at UL as the agreement is at institutional level and not between specific schools.

Commented [SW10R9]: I think Leeds normally has senior academic rather than IO sign-off.

Commented [AG11R9]: Is there someone at Leeds who oversees the faculties? That position could be the representative. Otherwise, this may look like an MoU limited to the faculty of engineering. We have already stricken off the names of individual faculties in article 2b to make the MoU generic.

ARTICLE 6. FUNDING

- a. Each party will provide agreed staff for external supervision free of charge. This free of charge principle is on the understanding that the role of external supervisor will not require that person to travel to the appointing institution.
- b. If in exceptional circumstances any payment is to be made to a party for the services of their external supervisor, then the appointing institution making payment shall be

responsible for any taxes that may arise in their jurisdiction either by way of liability for themselves or the external supervisor.

Commented [A12]: Funding sources that support PhD research beyond scope of the agreement may be explored by the home mentor and external supervisor(s)

b. ~~This Agreement does not create any financial commitment external to specified in the Article 6.11~~

ARTICLE 7. CLARIFICATION

- a. For the avoidance of doubt, this Agreement does not create a joint or dual programme of study nor does it create a joint or dual award. Where a student is to be provided with external supervision they will still only be studying at the appointing institution on the one PhD programme for the one award.

b. ~~This Agreement does not create any financial commitment external to specified in the Article 6.11. It is a requirement of that appointment that they maintain confidentiality with regard to all or part of the work being undertaken by the relevant PhD student then the appointing institution may require the external supervisor to sign an appropriate confidentiality agreement.~~

Commented [SW13]: Suggest we keep this simple, and specifically do not commit to research costs for visiting PGRs.

ARTICLE 8. PUBLICITY

- a. All publicity relating to the arrangements under this Agreement shall remain subject to the agreement between the authorised representatives.

Commented [AG14R13]: Could we say "Funding sources that would support the PhD research, however beyond the scope of this agreement, may be explored by the supervisor and external supervisor". This may help us in case of joint calls for proposals (especially researcher mobility), payment of APC charges for joint publications, etc.

ARTICLE 9. CONFIDENTIALITY

- a. Where an external supervisor is appointed and it is a requirement of that appointment that they maintain confidentiality with regard to all or part of the work being undertaken by the relevant PhD student then the appointing institution may require the external supervisor to sign an appropriate confidentiality agreement.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS

- a. Subject to certain exceptions, UL PhD students will own the intellectual property rights in work that they have created in accordance with UL's Intellectual Property Policy (see http://www.leeds.ac.uk/secretarial/documents/ipr_policy.pdf).

- b. UL as the employer of its staff will own the intellectual property rights in work created by their staff (which includes supervisor(s), supporting staffs and supporting students) ~~(according to where the staff are acting as external supervisors).~~
- c. IIT-KGP PhD students will own the intellectual property rights in work that they have created in accordance with IIT KGP Intellectual Property policy (see <http://www.sric.iitkgp.ac.in/docss/ippolicy.pdf>).
- d. IIT-KGP as the employer of its staff will own the intellectual property rights in the work created by their staff (which includes supervisor(s), supporting staffs and ~~supporting~~ students).
- e. ~~The external supervisor(s) from IIT-KGP or and UL agrees with the relevant supervised PhD students will share the use of intellectual property that they have created whilst doing that student's joint supervision activities where necessary to complete the supervision and administration of the student's PhD jointly with the host institution's supervisor.~~
- f. ~~Subject to a above~~ Where a party wishes to use intellectual property rights belonging to another (whether those rights pre-existed at the start of a relationship or were created during the relationship), that party may only use such intellectual property rights with the consent of the owning party.
- g. Where an external supervisor is appointed they may require that certain identified knowledge they contribute may only be used in the student's thesis with their consent. Further conditions may be attached on a case by case basis to that consent.
- h. In relation to publications arising from a PhD thesis in which an external supervisor has been involved the external supervisor's authorship shall be attributed fairly recognising academic contribution. Both UL and IIT KGP agree to comply with COPE guidelines see https://publicationethics.org/files/u7141/Authorship_DiscussionDocument_0_0.pdf.

Commented [A15]: Clarification required on who are considered as "supporting staff and students" How will IPR be owned in case the student wishes/requires to use the lab facilities of the host mentor?

Commented [SW16]: I think we would not want to accept this proposed change. The core principle is that if our staff create IP, we own it. Also, we don't own IP created by 'supporting students'.

Commented [AG17R16]: It is unclear as to who are "supporting students". Both for points b & d. Can we leave it at staff, and strike off the language in parenthesis?

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Commented [SW18]: Check with Legal Advisor. Not sure of implications of shared IP ownership. The clause probably needs clarification to ensure students' IP rights are not affected.

Commented [AS19R18]: If the supervisor agrees, to be a term of their engagement. Put in the schedules. Will supervisors go for this?

Commented [AS20]: We can say this, if it goes to use. Consistent with what we say on IP elsewhere then.

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Commented [AG21R20]: Looks fine to me. IIT KGP legal team to give final nod

ARTICLE 11. TERMINATION

- a. A party may terminate this Agreement if the other shall be in material breach and has not remedied such a breach following 14 days written notice.

ARTICLE 12. WITHDRAWAL OF EXTERNAL SUPERVISOR

- a. The appointing party may at any time if they are dissatisfied with the external supervisor give written notice through the authorised representatives of their concerns. The external supervisor will be given at least 14 days to address the concerns. If the concerns are not addressed to the satisfaction of the appointing party then the appointing party may terminate in writing the external supervisor's appointment.
- b. Where an external supervisor wishes to consider resigning from their role for any reason they should inform their co-supervisor(s) at the appointing institution. Then if the external supervisor's intention to resign becomes fixed they shall be required to give at least 9 months written notice of their resignation to both authorised representatives.
- c. Where appointed, an external supervisor will not be required to deliver their role where they are unable to do so through termination of employment, or ill health. As part of the external supervisor's responsibilities, wherever possible the external supervisor will give notice of their unavailability to the appointing party.
- d. For the avoidance of doubt where an external supervisor is no longer available, the party that provided the external supervisor shall not be under an obligation to provide a new alternative external supervisor to the appointing party.

ARTICLE 13. DATA PROTECTION

- a. When appointed the external supervisor will be required to treat student data sensitively. In particular the external supervisor will be required to comply with the institution's rules relating to the protection of the personal data. These rules must be brought to the attention of the external supervisor by the appointing institution.

ARTICLE 14. GENERAL

- a. This Agreement represents the entire understanding of the parties relating to external supervision arrangement and supersedes all other arrangements and representations.
- b. This Agreement may only be varied with the written consent of the authorised representatives.

- c. If one party temporarily does not enforce its rights under this Agreement this does not prevent it from enforcing those rights at a later date.
- d. A party may suspend its commitments under this Agreement if an event shall occur that was beyond its reasonable control preventing it from performing its responsibilities. Such events include industrial action, storm, earthquake, civil unrest or reasonable fear of contagion from an international disease such as SARS.
- e. Each party shall ensure that none of its staff involved in students being externally supervised shall commit an act of bribery or other corrupt practices. Any external supervisor appointed by UL will be required to comply with UL's anti-bribery code of practice (http://www.leeds.ac.uk/secretariat/documents/anti_bribery_policy.pdf). If at any time a party becomes aware that a member of its staff has been involved with bribery or other corrupt practices related to the activities under this Agreement then that party shall immediately through the authorised representative report the matter to the other party. The party reporting the matter shall then take appropriate remedial action. If the other party is not happy with the remedial action being taken it may immediately withdraw from this Agreement.

This Agreement shall be subject to the defender's court of law.

For The University of Leeds

For Indian Institute of Technology, Kharagpur

Roger Gair
Secretary

[X]
[]

Dated.....

Dated.....

Commented [AS22]: Ok?

Commented [AG23R22]: IIT KGP legal team to comment

Commented [A24]: Who will sign on behalf of IITKGP?

SCHEDULE 1
Role and Applicable Rules of an External
Supervisor Appointed By UL

Background

External Supervision at the UL

The University's policy on supervision allows for a co-supervision model and external supervisors may be appointed to supervisory teams provided that:

- a) the proposed external supervisor is conversant with the level and nature of the research necessary for the degree concerned;
- b) the external supervisor is made aware of, by the relevant School, the University's expectations of the supervisor's role and are offered the opportunity to engage in developmental activities including ODPL courses for supervisors;

It is acknowledged that the contribution of the external supervisor in a joint supervision arrangement is not as extensive as that of other members of the supervisory team which would normally include the main and co supervisor. The following sets out the University's expectations of the role of the external supervisor within a supervisory team, including the stages of a candidature when an external supervisor would be involved.

Role of the external supervisor at UL

The External Supervisor would be expected to:

- Take the OD&PL (Organisational Development and Professional Learning) on-line supervisor training course for experienced supervisors to become familiar with the processes and milestones of the Leeds PhD candidature
- Be involved by video streaming in a number of PGR supervisory meetings (the exact number to be agreed with UL supervisors) as a member of the supervisory team
- Engage according to the role of external supervisor as member of the supervisory panel with the University's system for PGR's candidatures, the Graduate Record of Achievement and Development (GRAD)

The External Supervisor may also if requested by the UL's Director of Postgraduate Research Studies *to represent their Faculty within Faculty of Engineering*:

- Alongside other members of the supervisory team work through the training needs analysis with the PGR and be involved with the rest of the supervisory team in the development of the training plan for the PGR
- Read and comment within reasonable time on written work submitted by the PGR in preparation for the regular supervisions
- Contribute to the Supervisory Team Report at the First Formal Progress Review stage which takes place at the mid-point of the first year of the candidature (by month 6).
- The external supervisor may attend the annual progress review meetings, via Skype, or be available to give any specific comments related to the work

Commented [AG25]: How onerous is this training? Could this be made optional

Commented [NDC26]: IITKGP would suggest the agreement to be not specific to a faculty but all faculties between two institutions i.e. an agreement at an institutional level.

Commented [AS27R26]: Stick to what we want.

Commented [AG28R26]: I agree to keeping it open to all faculties. We have also removed the mention of individual faculties in Article 2b

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In addition, the external supervisor might, if requested by UL's Director of Postgraduate Research Studies in the External Faculty Liaison Office in collaboration with the main and co-supervisor, contribute to:

- The pre-transfer progress report written by the supervisory team which is submitted by the main supervisor in advance of the Transfer meeting. The external supervisor would not be expected to attend the Transfer meeting
- Read and comment on any work for submission for Annual Progress Review

For clarity the external supervisor would not (unlike the normal responsibilities of an internal supervisor) be expected to be involved in the following activities:

- For practical purposes the external supervisor would not be involved in day-to-day matters in relation to the candidature which would be dealt with by the main or co supervisor
- The external supervisor would not be asked to be involved in any requests by a PGR for any interruption of studies such as a request for a Suspension or an Extension. These would be undertaken by the main or co-supervisor
- The external supervisor whilst still involved in supervisions, would not be asked to take the lead on any period of study following the implementation of Unsatisfactory Academic Progress Procedures (UAPP).
- Responsibility for the selection of the examiners for the thesis examination and viva will rest with the main and co-supervisors
- An External Supervisor would not be involved in or attend the examination viva as the final examination of the thesis is held as a closed viva with an examination team comprising an independent Internal Examiner (University of Leeds staff member) and independent External Examiner.

SCHEDULE 2

Role and Applicable Rules of an External Supervisor Appointed By ~~University~~ IITKGP

Background

External Supervision at the IITKGP

The Institute's policy on supervision allows for a co-supervision model and external supervisors may be appointed to supervisory teams provided that:

- a) the proposed external supervisor is conversant with the level and nature of the research necessary for the degree concerned;
- b) the external supervisor is made aware of, by the relevant School/Department/Centre, the Institute's expectations of the supervisor's role and are offered the opportunity to engage in collaboration activities;

The following sets out the Institute's expectations of the role of the external supervisor within a supervisory team, including the stages of a candidature when an external supervisor would be involved.

Role of the external supervisor at IITKGP

The External Supervisor would be expected to:

- Be involved by video streaming in a number of PhD supervisory meetings as a member of the supervisory team of IITKGP
- Get involved in other doctoral scrutiny committee meetings ~~relating to the specific candidature~~, if required or desired by IITKGP

The External Supervisor may also if requested by the Dean of Faculty at IITKGP:

- Attend the monthly/annual progress review meetings, via online mode, or be available to give any specific comments related to the PhD work
- Responsibility for the selection of the examiners for the thesis examination and viva will rest with the main and co-supervisors, however, the external supervisor may assist names of external/foreign examiners to the main and co-supervisors, on request.
- An External Supervisor would be requested to attend the PhD final viva of the candidate as per prevailing rules of the institute along with the main and co-supervisors.

General Rules

- This joint supervision agreement does not have any commitment toward financial support for movement of the external supervisor to the host institution or candidate to the partnering institution. Any financial support, if required, may be decided on a case-to-case basis.
- The External Supervisor to be included under the supervisor list of the IITKGP student in ERP system of IITKGP.
- This agreement is with all Faculties of IITKGP.

Commented [SW29]: To clarify that the commitment doesn't extend to other PhD candidatures.

Commented [AG30R29]: Agreed

Arjun Ray
15.11.23