

Cooperation Agreement

between

Indian Institute of Technology Madras, India

and

National Tsing Hua University, Taiwan

1. PARTIES AND NATURE OF DOCUMENT

- 1.1 This Cooperation Agreement (Agreement) recognises and affirms the intention of the Indian Institute of Technology Madras (hereinafter IITM) and National Tsing Hua University (hereinafter NTHU) (hereinafter collectively referred to as the Institutions") to develop a collaborative arrangement to explore and participate in collaborative teaching, training, research and other agreed activities that further enhance the relationship between the Institutions.
- 1.2 The Institutions are signing this Agreement to record their intention to collaborate and work together. The Institutions agree that only this paragraph 1.2 and paragraph 7 (General Binding Terms) of this Agreement are legally binding upon the Institutions. All other provisions of this Agreement are non-binding and will not create or give rise to any legal obligations on either Institution.

2. RELATIONSHIP AND OPPORTUNITIES

- 2.1 Throughout the term of this Agreement the Institutions will:
 - (a) work together and share information about their organisations to develop an enhanced understanding of each other's capabilities and requirements;
 - (b) establish a working relationship based on these capabilities and requirements; and
 - (c) use their reasonable endeavours to foster collaboration between their organisations.
- 2.2 Specifically, the Institutions will, having regard to their own resources and limitations, use reasonable endeavours to:
 - (a) identify opportunities for joint activities in areas of mutual interest, which may include:
 - collaboration that addresses pressing issues in India, and across the globe and that strengthen academic exchange and research collaborations across the breadth of disciplines at the Institutions.
 - collaboration that fosters international consortium partnerships to address the above topics;
 - (iii) collaboration that fosters the development and joint teaching programs of undergraduate or postgraduate coursework and the development of postgraduate research seminars jointly taught;
 - (iv) collaboration that promotes the global visibility of the Institutions, and deepens their multi-lateral and cross-institutional partnership;
 - (v) organization of conferences and workshops that promote sharing ideas among

scholars, policy makers, and business leaders from around the world in the area of global and regional development agendas;

- facilitate visits from one Institution to the other by members of their academic staff for the purpose of participating in teaching, training, research programs and other agreed activities;
- (c) explore opportunities for research projects, staff and student exchange mobility activities between the Institutions; and
- (d) encourage (on a completely voluntary basis) the exchange of scientific materials, publications and other information between the Institutions.

3. COOPERATION FUNDS

- 3.1 The Institutions intend to launch a joint Global Strategic Cooperation Fund to support research and other collaborative activities carried out by the Institutions under this Agreement (CO-OP Fund). The Institutions will contribute to the CO-OP Fund on a matched fund basis, with each institution allocating up to 50,000 USD jointly annually for 3 years to support joint projects or collaborative activities each year. The extensions for the second and third years will be contingent on mutual acceptance based on the outcomes from the previous year(s) of the program and availability of funds.
- 3.2 The steering committee referred to in paragraph 4 will discuss and agree on the application and distribution of CO-OP Fund monies for specific research projects or other collaborative activities (each a **Project**).
- 3.3 The cooperation funds based on the approved budget and researchers/students will receive the funding decided by the faculty in their proposal. Hence the funds will be announced every year accordingly.
- 3.4 Generally, the IIT Madras' funds will support the Project; the NTHU funds will support the monthly stipend. The arrangement will announce every year accordingly.

4. STEERING COMMITTEE

4.1 The Institutions agree to establish a joint steering committee joined by designated leaders, academics and administration staff to manage the collaborative programs. Communication mechanism is to be set up to discuss work plans on regular basis. The steering committee is to have meetings once or twice a year to discuss, promote and implement the collaborations and review the outcome. The Institutions agree to designate the following persons as focal points for any administrative aspects of this Agreement:

(a) for the Indian Institute of Technology Madras:

Name: Swagatika Sahoo

Title: Senior Project Officer

Department: Office of Global Engagement

Email: global.relations@ge.iitm.ac.in

Phone: (91) 044 2257 4928

(b) for the National Tsing Hua University

Name: An-Chi Chen

Title: Research Assistant

Department: Office of Global Affairs

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Email: anchi_chen@mx.nthu.edu.tw (personal)

drc@my.nthu.edu.tw (division)

Phone: +886-3-5715131-62459

4.2 The steering committee members including at least but not limited to Global Engagement, IIT Madras and Office of Global Affairs, NTHU.

5. ACTIVITIES & FURTHER AGREEMENTS

- 5.1 The Institutions agree to explore opportunities to establish joint innovation and commercialisation activities in Joint Degree Programs to promote collaboration and innovation between India and Taiwan.
- 5.2 It is the intention of the Institutions to undertake preliminary collaborative activities to explore and identify opportunities as outlined in paragraphs 2 of this Agreement. Prior to the commencement of substantive Projects (including collaborative research involving the use or exchange of sensitive or valuable information or intellectual property), the Institutions will enter into detailed and binding Project agreements to be negotiated between the Institutions in good faith.
- 5.3 The Institutions agree that all activities in connection with any Projects will be conducted in accordance with the following key principles unless otherwise agreed in writing between the Institutions:
 - (a) The intellectual property rights of the thesis, the publication, the use and protection of the research results will be copyrighted in accordance with the specific regulations governed by the IPR policy of both Institutions. The specific terms of intellectual property rights will be negotiated on a project-by-project basis between the institutions and a separate cooperation Agreement should be signed if needed
 - (b) To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated in writing and approved by the two institutions before work on any of the projects can commence.

6. ANNOUNCEMENT AND APPLICATION

6.1 At NTHU

The Candidate has to submit the latest application form released by the official website of Office of Global Affairs at NTHU (https://oga.site.nthu.edu.tw/p/412-1524-18673.php?Lang=en). The Candidate should also submit at least following supporting documents: recommendation letter from advisors, description of academic performance / program (templates are attached).

6.2 AT IIT MADRAS

The candidate should contact the inbound coordinator (inbound@ge.iitm.ac.in) at the office of global engagement, IIT Madras

7. ISSUANCE

7.1 Direct Debit Authorization

This Joint Mobility Funds serves no other purpose than greatly help to foster and enhance the research exchange. The Joint Mobility Funds have to be issued to the Candidates directly once

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the qualification is confirmed. Any reason of transferring the Joint Mobility Funds to any other person and purpose shall be considered as invalid.

7.2 Duration and Payment

The Candidate have to provide the valid bank accounts in Taiwan and India to the Institutions. The Joint Mobility Funds shall be issued when the candidate studies in the Host Institution to ensure that the candidate participate the Joint Degree Programme indeed. Whereas, the candidate from IIT Madras will be issued the Joint Mobility Funds when he/she study in NTHU. Whereas, the candidate from NTHU will be issued the Joint Mobility Funds when he/she studies in IIT Madras.

7.3 If the issuance need invoice for the stander procedure, the candidates should provide the documents accordingly.

8. DISGORGEMENT

8.1 The Joint Mobility Funds should be confiscated, recovered, or ordered to return by the Candidate once the Candidate cannot complete the Joint Degree Programme.

9. TERM

The term of this Agreement commences on the date of signature by the Institutions, and remains in full force and effect for 3 years unless it is earlier terminated by either Institution upon provision of 90-days written notice. The Agreement may be extended or otherwise amended only by mutual written agreement signed by the Institutions. Any such amendment will become part of this Agreement.

10. GENERAL BINDING TERMS

- 10.1 Nothing contained in this Agreement constitutes an appointment of an Institution as agent, partner or trustee of the other Institution, or to have authority or power to act for, or create or assume any responsibility or obligation on behalf of, the other Institution.
- 10.2 During the continuation of this Agreement, each institution may use the name and logo of the other institution in connection with the above activities, provided that the name and logo of each institution shall be used only in connection with the Agreement and for no other purpose.
- 10.3 To the maximum extent permitted at law, an Institution will not be liable to any other Institution for consequential or incidental damages, or loss of profits, revenue, goodwill or opportunities in contract, tort, under any statute or otherwise (including negligence) arising from or in any way related to this Agreement.
- 10.4 The Institutions agree to comply with all applicable laws, rules and regulations when undertaking research, teaching and other activities in connection with this Agreement.
- 10.5 If any disputes arise out of this Agreement, the Institutions must attempt to resolve the dispute through non-litigious means. Any disputes shall first be notified to the Dean (Global Engagement) at IITM and Vice President (Office of Global Affairs) of NTHU, or their designees, who will enter discussions and negotiations to resolve any such dispute or misunderstanding through collaboration. In the event of any dispute arising out of or in connection with this Agreement, both Institutions agree to resolve the matter in good faith. Any dispute or claim not resolved to the satisfaction of both Institutions further to the dispute resolution efforts above shall be submitted to the court of the defendant's country. Both Institutions agree this Agreement is governed by and construed in accordance with the laws of the defendant's country without regard to the principles of the conflict of laws thereof, unless otherwise agreed and confirmed in writing by the Institutions.
- 10.6 In this Agreement, Confidential Information means any information disclosed by one Institution to the other which is marked confidential or the receiving Institution ought to know is confidential, and is not public knowledge or already lawfully known to the receiving Institution. The Institutions agree to keep any such Confidential Information and all personal information

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relating to students or staff in strict confidence, and to use such information solely for the purpose of the collaboration or the relevant Project (as applicable), provided that a receiving Institution may disclose Confidential Information if required by law or with the prior consent of the disclosing Institution.

- 10.7 This Agreement may not be assigned by either Institution without prior written consent of the other Institution.
- 10.8 The Agreement may be executed by exchange of signed and scanned signature pages in PDF format.

EXECUTED by the Institutions as an agreement

SIGNED for and on behalf of Indian Institute of Technology Madras by its duly authorised representative:					
fr.	Tajen Jen				
Raghunathan Rengaswamy Dean, Office of Global Engagement	Ta-Jen David Yen Vice President of Global Affairs Date March 31				



Attachment – Supporting documents of Joint Mobility Funds



PROGRAM STRUCTURE

WHEREAS, National Tsing Hua University (hereafter called NTHU) and Indian Institute of Technology Madras (hereafter called IIT Madras), agree to cooperate to provide Joint Mobility Fund to Students accepted in the JOINT DEGREE PROGRAMME: Doctor of Philosophy (hereafter called Joint Degree Programme).

WHEREAS, Home Institution shall arrange to send and Host Institution shall admit students, who are accepted into the Joint Degree Programme.

Candidate of this program will complete at least three (3) years of study in both universities in total. During the duration, **Office of Global Affairs at NTHU** and **Office of Global Engagement at IIT Madras** will offer the Joint Mobility Fund as scholarship for qualified Candidates. The qualification of receiving the scholarship is determined jointly by the respective review committees in each Institute.

Supporting documents at NTHU
Application Form for Dual Degree Program – Incoming (as attached)
Release of Personal Information Agreement (as attached)
Completed Individual Candidate Agreement or related documents
☐ Motivation Letter and project information
☐ Transcripts
Supporting documents at IIT Madras
[Insert the details]

NOTICE

- 1. If you are a student from NTHU, "Letter of Recommendation and Letter of Funding Proof" can also be provided as a supplementary document.
- 2. If you are a student from IIT Madras, you have to register in the Joint Degree Programme in NTHU for at least 2 years even the actual stay duration in NTHU is less than two years. "Application Form for Dual Degree Program in NTHU incoming" and related documents are required.
- 3. Electronic signature is acceptable.
- 4. Submit this form to both Office of Global Affairs, NTHU and Office of Global Engagement, IIT Madras after collect the signature of advisors.

Application Form for Dual Degree Program in NTHU – IIT Madras & NTHU

Personal Informati	ion						
Checklist for the re	equired docum	ents					
☐ Application Form for Dual Degree Program - Incoming							
☐ Release of Personal Information Agreement (as attached)							
☐ Completed Indiv	vidual Candidate	e Agreement or rela	ited docu	ments			
☐ Motivation Lette	er and project in	fomation					
☐ Transcripts							
☐ Supporting Documents							
Checklist for reference documents							
	Depends on t	he requirement of	the dep	artmen	t / visa application		
Photo	Language Pro	ficiency (English /	Chinese)	(Engli	sh proficiency is required	1 for certain programs)	
1 noto	Enrollment Ce	ertificate					
	CV						
	Finance Suppo	orting Documents					
				_	nave been approved to j	· · · · · · · · · · · · · · · · · · ·	
Program. The adm	ission will be c	onfirmed after the	approv.	al from	review committees of b	oth institutions.	
Name in Chinese		(leave blook if you don't have an official Chinese name yet)					
Name in English		(leave blank if you don't have an official Chinese name yet)					
Name in English		First Name Middle Name (if any) Last Name					
(as listed on the passport)		T HSt Ivan		Wilder	Trume (if uny)	trane	
Name appeared in publications							
Name used for your bank account in							
Taiwan			(for sc	holarshi		you don't have an account yet)	
Physical Gender		MF			Nationality		
Date of Birth		YYYY	MM	DD	Passport No.		
ARC No. (if any)							
Home Institution							
Department at Home Institution							
-		N Im. I		•.			
Host Institution you wish to apply		National Tsing H	ua Unive	ersity			
Department you wish to apply							
Degree Program you wish to apply		☐ Ph. D ☐ M	laster				
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Contact TEL					Cell P	hone No.				
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Address of Emergence	cy Contact			1						
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		1	2							
Scheduled stays in N	THU	2	1							
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English	TOEIC score									
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Others	Name of Langua	ge Test:			So	core:				
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1. Would you like to apply for the Joint Mobility Fund?					□No					
2. Are you a recipient of the other Scholarships?					□Yes,					
					□No					
		Aı	oproval of NTI	HU' <u>s Inst</u> i	itu <u>tio</u>	n				
Applicant's Signature	e (Electronic sign									
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	Date:	YYYY/	$_{\mathrm{MM}}/$	DD
I, the undersigned, hereby confirm that the proposed program of study is approved.				
Advisor's Signature:				
	Date:	$_{\rm YYYY}/$	$_{\mathrm{MM}}/$	DD
I, the undersigned, hereby confirm that the proposed program of study is approved.				
Department Director's Signature:				
	Date:	$_{\mathrm{YYYY}}/$	$_{\mathrm{MM}}/$	DD
I, the undersigned, hereby confirm that the proposed program of study is approved.				
College Director's Signature:				
	Date:	YYYY/	$_{\mathrm{MM}}/$	DD

Release of Personal Information Agreement

This agreement stipulates how National Tsing Hua University (hereinafter referred to as "NTHU") shall handle all personal information collected by this form. By signing this Agreement and placing a check next to "I agree", you acknowledge that you have read and understand this Release of Personal Information Agreement (hereinafter referred to as "Agreement") and voluntarily accept the duties and obligations set forth herein. If you are under the age of 20, you should not arrange an interview until your parent or legal guardian has read and understood this Agreement and voluntarily accepts the duties and obligations set forth herein. However, if you have agreed to an Agreement, NTHU will assume you have obtained the consent of your parent or legal guardian and that you agree to the following:

- 1. The Personal Data Protection Act and related laws require NTHU's Office of Global Affairs to collect, use, and maintain your personal information in accordance with its provisions.
- 2. Under the Personal Data Protection Act, you may exercise the following rights with regard to (1) any inquiry and request for a review of your personal information; (2) any request to make duplications of your personal information; (3) any request to supplement or correct your personal information; (4) any request to discontinue collection, processing, or use of your personal information; and (5) any request to delete your personal information. However, NTHU reserves the right to refuse a request due to operational reasons. NTHU shall not be held responsible for any damages incurred as a result of exercising the abovementioned rights.
- 3. NTHU reserves the right to not offer admission due to lack of information or discharge you should such omission of information be deemed as falsifications of documents which potentially negate your eligibility for application.
- 4. Please approach NTHU's Office of Global Affairs and Division of Registration directly to update any changes to your personal information, in order to ensure that your information is accurate, up-to-date, and complete.
- 5. In the event that the personal information is stolen, disclosed, altered, or infringed upon due to natural disasters or circumstances beyond NTHU's control, thereby resulting in the violation of the Personal Data Protection Act, NTHU shall notify you via telephone, letter, E-mail, or online announcements after an inspection is concluded.
- 6. You acknowledge that this Agreement respects your rights and interests in the collection, processing, or usage of personal information and the information shall be handled in accordance with the Personal Data Protection Act.
- 7. NTHU's Office of Global Affairs reserves the right to modify or amend the rules of this Agreement and to publish the amendments on notice boards of the official Website. No individual notices shall be made. If you do not consent to the amendments, please do not continue to fill out this Application form and, otherwise it shall be deemed your consent to the rules stipulated in this Agreement.
- 8. Even if you provide any written or oral comments pertaining to this Agreement, NTHU can only guarantee that your rights clearly expressed in this Agreement shall be met.
- 9. Governing Law and Jurisdiction: This Agreement shall be interpreted in accordance with the laws of Taiwan, Republic of China. Any irresolvable disputes arising under this Agreement shall be submitted to the Hsinchu District Court.

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☐I hereby ackn	owledge that I have r	ead the conte	nts of this Agr	eement and give my consent.	
Applicant's Signature:			(Signa	ture, Electronic signature is acceptable)	
Date:	YYYY	MM	DD		