



# Joint Doctoral Program Agreement

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Deakin University (**Deakin**)

Indian Institute of Technology Madras (**IITM**)

# Joint Doctoral Program Agreement

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## Parties

### Deakin University

ABN 56 721 584 203  
of 1 Gheringhap Street, Geelong, Victoria, 3220  
(Deakin)

### Indian Institute of Technology Madras

of IIT PO Chennai 600 036 India  
(IITM)

## Background

- A. Deakin and IITM entered into a Joint Doctoral Program Agreement dated 22 December 2015 (**2015 Agreement**) in which they agreed to collaborate in providing jointly-offered program of research and study in all areas of research in accordance of the terms and conditions set out in that agreement.
- B. The 2015 Agreement expired on 22 December 2020, however the parties have continued to jointly supervise higher degree by research students as set out in the 2015 Agreement.
- C. The parties now wish to set out the terms and conditions on which they will continue to offer a jointly-supervised program of research and study falling with the requirements of each party's regulations.

## Provisions

### 1. Definitions and Interpretation

#### Definitions

- 1.1 In this Agreement, unless the context requires otherwise:

**Background Intellectual Property** means all Intellectual Property owned by or licensed to a party and made available to enable the Candidate to complete the Research Project, and which has been developed prior to the date of this Agreement, or is acquired or created by a party independently of the Research Project after the date of this Agreement.

**Candidate or Student** (also referred to as Research Scholar at IITM) means a person enrolled in the Program at each institution under this Agreement.

**Candidature** means the period of time during which a Candidate is enrolled in a joint doctoral program under this Agreement.

**Confidential Information** means any information existing prior to the commencement of the Project or created in the course of the Project which is designated by a party as confidential and disclosed as confidential, or information which the receiving party knows or ought to know is confidential, provided that no information will be regarded as confidential if it:

- (a) is or becomes public knowledge other than by breach of this Agreement;
- (b) is received by a party from a third party where the recipient has no reason to believe that there has been a breach of any obligation of confidentiality owed to the discloser;
- (c) is independently developed by an employee or agent of the receiving party having no knowledge of the information the subject of the disclosure;
- (d) is agreed in writing by the parties to no longer constitute Confidential Information.

**Doctoral Committee** refers to the team of appropriately qualified academic staff appointed by each institution to provide instruction, assistance, a sounding board for ideas and plans and review and criticism of written material through a wider range of supervisors. At Deakin, this is referred to as a Supervisory Team.

**Examination** refers to the process of doctoral examination in which the Candidate seeks and is approved to undergo examination of the dissertation, submits a dissertation for examination, and then undergoes an oral defence.

**Force Majeure Event** means any cause beyond the reasonable control of a party that prevents that party from carrying out its obligations under this Agreement, including events arising from an act of God, act of war, act of terrorism, act of civil war or riot, fire, flood, natural disaster, industrial action, epidemic, pandemic or act of government.

**Higher Degree by Research or HDR** means a program of research and research training leading to an award of a doctoral degree.

**Home Institution** means the university at which the Candidate will spend the majority of their time during their enrolment in the Program.

**Host Institution** means the university at which the Candidate will ordinarily spend a substantial portion of their Candidature. .

**Intellectual Property** means copyright (including future copyright), trademarks, designs, patents, semiconductor or circuit layout rights, plant breeders rights, rights in respect of trade secrets and other confidential information, and all other rights generally falling within the scope of this term, whether registered or unregistered and whether registrable or not.

**JDP Candidate Agreement** means an agreement executed at the time of enrolment in the Program by the parties and the Candidate setting out the details of the Candidate's JDP, substantially in the form set out in Annexure A\* of this Agreement.

**Joint Doctoral Program (JDP or Program)** refers to a higher degree by research program offered collaboratively by the parties. Candidates in a JDP are enrolled at both institutions, are jointly supervised, write one thesis, and receive two separate awards – an award from IITM meeting IITM's requirements and an award from Deakin meeting Deakin's requirements. At Deakin this is referred to as a "jointly -supervised doctoral program" or a "cotutelle program".

**Joint Management Committee (JMC)** means the committee comprised of up to two (2) representatives of each Party responsible for the supervision and coordination of the Collaboration as set out in clause 3.1.

**Lead Supervisors** means the Principal Supervisor from Deakin and the Guide at IITM and **Lead Supervisor** means either of them as the context requires.

**Policies** means the legislation, policies and procedures governing the JDP at either institution.

**Research Project** means the program of research carried out by the Candidate whilst enrolled in the Program under this Agreement.

**Supervisor** (also referred to as **Guide** at IITM) means the academic staff of a party involved in the supervision of a Candidate's research under the JDP .

**Trade and Sanction Laws** means

- (a) in the case of Deakin, the Australian law including the Charter of the United Nations Act 1945, Customs Act 1901, Autonomous Sanctions Act 2011 and Defence Trade Controls Act 2012 and
- (b) in the case of IITM, the Indian laws relating to trade and sanction including but not limited to the Customs Act, Excise Act, the Foreign Trade Policies of the Government of India, Foreign Trade Development and Regulations Act 1992, Weapons of Mass Destruction and their Delivery Systems (Prohibition of Unlawful Activities) Act 2005, Defense Act and any other rules, policies, guidelines and regulations as may be applicable from time to time.

**Work Safety Plan** means a written report

- (a) identifying any health and safety hazards of the Research Project, with specific reference to biosafety (including genetically modified organisms), chemical safety, field work, physical plant and process hazards and radiation;
- (b) assessing the risks associated with the Research Project; and
- (c) putting in place appropriate control measures to minimise the assessed health and safety risks.

**Interpretation**

1.2 In this Agreement, unless the context requires otherwise, a reference to:

- (a) a clause or schedule is a reference to a clause of or schedule to this Agreement;
- (b) this Agreement includes any schedules and attachments;
- (c) a document or agreement, including this Agreement includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (d) unless otherwise noted 'dollars' or '\$' is a reference to Australian dollars and INR is a reference to the Indian Rupee;
- (e) a business day means a day other than a Saturday or Sunday on which banks are open for business in the jurisdiction of the recipient of a Notice or of a party performing an obligation under this Agreement, and if the day on which a thing is to be done under this Agreement is not a business day, it must be done on the next business day;
- (f) any law or legislation includes any statutory modification or amendment of that law or legislation and any subordinate legislation or regulations made under that law or legislation;
- (g) writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form;
- (h) the word 'includes' or 'including' is to be interpreted without limitation;
- (i) the singular includes the plural, and the plural includes the singular; and
- (j) a gender includes all genders.

1.3 If a word or phrase is given a defined meaning, other grammatical forms of that word or phrase have a corresponding meaning.

- 1.4 Headings are for reference only and do not affect the meaning of this Agreement.
- 1.5 This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.

## **2. Effective Date and Duration of Agreement**

- 2.1 This Agreement takes effect on the date it is signed by the last of the parties and remains in effect for a period of five (5) years from that date unless terminated earlier pursuant to **clause 13.4** or **13.5** , subject to the provisions of **clause 13.6**.
- 2.2 The parties may agree in writing to extend the duration of this Agreement.

## **3. Management**

- 3.1 A Joint Management Committee (**JMC**) will be established at a stage determined by mutual agreement to ensure overall management of the Program is in accordance with aims of both Deakin and IITM. The initial representatives to the JMC are identified in **Item 3** of the **Schedule**.
- 3.2 The role of the JMC is to
  - (a) review the operation of this Agreement,
  - (b) review the progress of the Program on an annual basis;
  - (c) exchange feedback between the parties; and
  - (d) provide feedback and recommendations to their respective institutions.
- 3.3 A Research Training Committee will be established at a stage determined by mutual agreement to discuss matters related to the Candidates. The initial representatives to the Research Training Committee are set out in **Item 4** of the **Schedule**.
- 3.4 Each committee established pursuant to this **clause 3** must meet at least once a year.

## **4. Principles of Program**

- 4.1 The parties agree to establish a program for the co-supervision, exchange and assessment of Candidates. The principles set out in this clause will govern the Program. At IITM, the PhD Ordinances and Regulations apply. At Deakin, the HDR Policy and Procedures apply.

### **Admission**

- 4.2 An applicant for selection into the Program must first be admitted into IITM and satisfy academic coursework requirements and any coursework requirements set by the Doctoral Committee of IITM before applying to Deakin.
- 4.3 After successful completion of the coursework component at IITM, potential Candidates are eligible to apply for selection into Deakin's doctoral program, in accordance with Deakin's admission requirements, including language proficiency.
- 4.4 At the date of execution of this Agreement, Deakin's English Language Requirements are set out in its English Language Admission Criteria Procedure. Students admitted to IITM and intending to enter the JDP must also meet Deakin's English Language Requirements. Each institution reserves the right to amend its English Language Requirements from time to time. The most current version of Deakin's policy will be available on the [Deakin Policy Library](https://policy.deakin.edu.au/home.php) at <https://policy.deakin.edu.au/home.php>.

- 4.5 At the date of execution of this Agreement, Deakin's entry requirements are set out in the [Higher Degree by Research \(HDR\) Admission, Selection and Enrolment Procedure](#) and IITM's doctoral entry requirements are set out the [IITM Ph.D Admissions](#) regulations as mandated by the senate of IIT Madras .
- 4.6 Each party reserves the right to amend its doctoral entry requirements from time to time. However, such changes in the admission criteria should be duly informed to the other party.. The most current version of Deakin's policy will be available on the [Deakin Policy Library](#) at <https://policy.deakin.edu.au/home.php>. The most current version of the requirement for entry into the PhD program of IITM may be found here: [Ordinances | Indian Institute of Technology Madras \(iitm.ac.in\)](#) <https://www.iitm.ac.in/sites/default/files/Ordinances/phd-ord.pdf>
- 4.7 An applicant who has completed two (2) or more years (full-time equivalent) at their home doctoral program is not eligible for selection into the Program.
- 4.8 Subject to clause 4.7, applicants who have already commenced a doctoral program at one institution must be in good academic standing at that institution when applying to and on selection into the Program.
- 4.9 The parties acknowledge that each party must comply with its own Trade and Sanctions Laws; each party will advise the other if Trade and Sanction Laws impact on any applicant to the Program or any Candidate registered in the Program under this Agreement.
- 4.10 An applicant selected into the Program will be enrolled as a full-time higher degree by research student at each institution and must remain enrolled at each institution throughout the Program.
- 4.11 Each institution must maintain student records for the Candidate in accordance with its own Policies and provide copies to the other institution upon request.

### **Supervision**

- 4.12 IITM will establish a Doctoral Committee, which must include the Lead Supervisor from Deakin. meet IITM's requirements of that institution. A Doctoral Committee will be established at Deakin when the PhD Student has enrolled at Deakin and must include the Lead Supervisor from IITM.
- 4.13 Members of the Doctoral Committee are responsible for ensuring that the Candidate receives appropriate guidance and support towards successful completion of their course requirements, if any, and of their doctoral examination.
- 4.14 The Supervisor(s) must comply with the requirements for supervision set out in the Policies at each institution, being IITM's Ordinance of PhD Policy and Deakin's HDR Supervision policy. The most current version of Deakin's HDR Supervision policy will be available on the [Deakin Policy Library](#) at <https://policy.deakin.edu.au/home.php>. The most current version of IITM Supervision will be available on the <https://www.iitm.ac.in/sites/default/files/Ordinances/phd-ord.pdf>

### **JDP Candidate Agreement**

- 4.15 On selection of the Candidate into the Program, the Candidate and the Lead Supervisors will jointly develop an agreement setting out the terms of the Candidate's participation in the Program. The JDP Candidate Agreement will address the matters set out in **clause 6**, must be approved in writing by each Lead Supervisor named in the JDP Candidate Agreement and must be executed by the Candidate, the Lead Supervisors and by an authorised officer of each institution.
- 4.16 A copy of this Agreement will be an annexure to each JDP Candidate Agreement.
- 4.17 A template for the JDP Candidate Agreement is attached as Annexure \*\* to this Agreement.

## Residency

- 4.18 A Candidate normally spends between three (3) to 12 months of the total period of study at each institution subject to the approval of each Doctoral Committee. The institutions may agree to a greater or lesser division of time between them if they agree that it is in the Candidate's best interests. For the purposes of this **clause 4.18**, any period of time in which the Candidate is engaged in doctoral study as contemplated by **clause 4.7** is included in the total period of study.
- 4.19 A Candidate must abide by the applicable Policies of each institution, including without limitation requirements for ethics approvals, and while in residence must abide by the Policies applicable to and have the same rights and privileges as are granted to other students in residence at that institution.
- 4.20 Each institution at which the Candidate is in residence must prepare with the Candidate a Research Safety Plan to cover the conduct of the Research Project at that institution, which must be approved by both principal Supervisors. The Research Safety Plan must identify any health and safety hazards of the Research Project, with specific reference to biosafety (including genetically modified organisms), chemical safety, field work, physical plant and process hazards and radiation; assess risk associated with the Research Project; and put in place appropriate control measures to minimise the assessed health and safety risks.
- 4.21 Each institution will provide the necessary documentation (where applicable) to enable the JDP Candidate to make application for the appropriate visa.

## Fees

- 4.22 The Candidate must not be required to pay tuition fees (being fees charged to an enrolled candidate for access to instruction and educational resources) to more than one institution at a time, although the institution at which a Candidate is in residence may charge candidate fees (being student union and amenities fees) during the period of residency.
- 4.23 IITM will fund the Candidate with a stipend which will be a full-time UGC rate.
- 4.24 Deakin will provide a full tuition fee waiver for up to four (4) years once the Candidate joins the doctoral program at Deakin. While enrolled at Deakin, the Candidate will receive an equivalent stipend rate to that of the Deakin University Postgraduate Research Scholarship (DUPR) , paid fortnightly.

## Benefits for Candidate

- 4.25 If there is a conflict between the Policies of the two institutions with respect to a Candidate's leave entitlements (including maternity, paternity and adoption leave), or intermission, a Candidate will be entitled to the most generous benefits, subject to the requirements of any external scholarship held by the Candidate.
- 4.26 Each institution must make available to Candidates the same access to support, benefits and infrastructure that it would apply to students registered solely at that institution including, without limitation access to
- (a) its complaints processes; and
  - (b) appropriate advocacy support
- whilst in residence at that institution.

## Academic Progress

- 4.27 Each Candidate must satisfy the academic and other requirements of each institution. . These requirements will be identified in the individual JDP Candidate Agreement.

- 4.28 If a Candidate does not satisfy the academic and other requirements of both institutions, the Doctoral Committee will establish a panel to manage the academic progress that complies with the requirements of each Institute.

#### **Academic or Research Misconduct**

- 4.29 A Candidate is subject to the Policies of each institution with respect to academic and research misconduct. Any allegation of academic misconduct or research misconduct must be reported to both institutions and the parties must agree upon a process to deal with the allegation that satisfies the requirements of both institutions' Policies.

#### **JDP Candidate Agreement**

- 4.30 Each institution's requirements for the doctoral examination including thesis examination and oral defence of the thesis will be set out in the JDP Candidate Agreement.

#### **Doctoral Examination**

- 4.31 The procedure for submission, identification and reproduction of a thesis, as well as authorisation to defend it, must comply with the Policies of each institution. Each institution reserves the right to amend its policy from time to time. As part of the doctoral examination process, a Doctoral Examination Committee will be established at the Home Institution.. The Committee will include the following representatives:

- (a) both Lead Supervisors
- (b) Deakin Faculty or School HDR Coordinator or Nominee
- (c) IITM Departmental or Non-departmental Faculty

- 4.32 At IITM the Candidate must present the synopsis before the Doctoral Examination Committee. On approval of the synopsis by the Doctoral Examination Committee, the Candidate needs to submit the thesis within one month of the synopsis approval date.

- 4.33 Each institution will confirm in writing to the other party that the Candidate has fulfilled all of its the requirements (e.g. number of publications, completion of any required training, if applicable) to proceed to examination of the thesis. Only if the requirements of both institutions are met can the doctoral examination, including the nomination of examiners, be planned and organised.

#### **Thesis Examination**

- 4.34 The Candidate will be required to submit a single thesis to both institutions at the same time. The thesis must be written in English
- 4.35 The Doctoral Examination Committee will recommend a panel of a minimum of six external examiners from outside each of IITM and Deakin for evaluation of the thesis. In the panel there must be a minimum of 2 examiners from a country other than Australia and India, and a minimum of 2 examiners from India or Australia.
- 4.36 The Dean (Academic) IITM and the Chair of the Thesis Examination Committee at Deakin, will select four (4) examiners but only three (3) examiners will be notified to examine the thesis.to meet the requirements.
- 4.37 The nomination of examiners must meet the requirements of each institution.
- 4.38 The examination of the thesis must comply with the Policies of each institution. Examiners' reports must be provided in English.
- 4.39 The Home Institution is responsible for all communication with the examiners.



### **Oral Defence of Thesis**

- 4.40 The thesis will generate only one oral defence in English and only one (1) defence report in English.
- 4.41 When all required internal approvals of the thesis have been obtained from each institution The Lead Supervisors will agree on the date for the oral defence of the thesis and will notify the date to the relevant heads of their respective institutions.
- 4.42 If the thesis is successfully defended, the institution at which the defence takes place will transmit a copy of the complete defence file to the other institution.
- 4.43 The doctoral examination must comply with the Policies of both institutions. After the requirements of both institutions have been satisfied, the outcome of the doctoral examination can be communicated to the Candidate.

### **5. Award**

- 5.1 On the Candidate satisfying all requirements and obtaining all internal approvals for the conferral of the degree at each institution, each institution will award the Candidate with a doctoral degree.
- 5.2 A decision by one institution not to confer an award does not preclude the other institution from conferring the award, however that award must not refer to this Agreement or the Program, or imply that the other institution has approved the conferral of the award.

### **Testamur**

- 5.3 Subject to **clause 5.2**, two separate testamurs, diplomas or certificates will be conferred on a Candidate who has successfully completed the Program and each must note that the doctoral award is conferred under a jointly supervised JDP between the parties.

### **Accreditation and Cooperation**

- 5.4 Each party is responsible for maintaining the registration and accreditation of its doctoral award, it being the parties' shared intention that the award will be recognised in both jurisdictions.
- 5.5 Each institution will comply with any request for further information made by the other institution (acting reasonably), or any governmental agency overseeing accreditation and regulation of doctoral programs.

### **6. JDP Candidate Agreement**

- 6.1 The JDP Candidate Agreement must include at a minimum:
  - (a) designation of a Home University and a Host University;
  - (b) the appointment of the two Lead Supervisors;
  - (c) designation of other members of the supervisory committee, if any;
  - (d) a description of the research topic;
  - (e) facilities and specialised equipment required to undertake the research and arrangements for their provision;
  - (f) the language of instruction at each institution;

- (g) identification of degree requirements beyond the thesis (e.g. postgraduate courses, research training, or comprehensive examinations);
- (h) requirements for confirmation of Candidature;
- (i) responsibility for ethics training and approvals, and for risk management;
- (j) financial details, including payment of tuition fees and student fees, and any provisions for the financial support of the Candidate by way of scholarship, stipend or travel grant;
- (k) provisional timetable for division of time between Deakin and the IITM;
- (l) requirements for health and travel insurance and visas;
- (m) provisions for ownership and licensing of Intellectual Property and for publication;
- (n) a preliminary schedule for progress reports and annual reviews at each institution;
- (o) that the thesis will be written in English;
- (p) provisions for the submission and examination of the thesis which must meet the requirements of each institution.

## 7. Responsibilities of Candidates

Each party undertakes to inform Candidates that, unless explicitly identified as financial support to the Candidate in the JDP Candidate Agreement, Candidates are responsible for the following expenses:

- (a) tuition fees;
- (b) amenities and services fees and other incidental fees and charges;
- (c) travel expenses;
- (d) insurance, including medical and travel insurance,
- (e) accommodation and living expenses;
- (f) all costs associated with applying for and obtaining appropriate visas and travel documentation;
- (g) purchasing textbooks; and
- (h) all debts incurred by them during the course of their study.

## 8. Intellectual Property

### 8.1 Each party

- (a) retains ownership of its Intellectual Property existing prior to this Agreement or generated independently of this Agreement (**Background Intellectual Property**); and
- (b) grants to the other party (**Grantee**) a non-exclusive, non-transferable, royalty-free licence to use the Background Intellectual Property that it, in its discretion, contributes to the Program to the extent necessary to perform the Grantee's obligations in accordance with this Agreement.

- 8.2 Provisions for ownership and licensing of Intellectual Property arising from the Research Project (**Project IP**) will be set out in the JDP Candidate Agreement.
- 8.3 Ownership of Project IP does not affect the Candidate's ownership of copyright in their thesis.

## 9. Confidentiality and Privacy

### Confidentiality

- 9.1 The parties agree to keep confidential all Confidential Information of another party. The parties will not, without the written consent of a party to whom Confidential Information belongs:
- (a) use the Confidential Information other than for the purposes of performing its obligations under this Agreement; or
  - (b) directly or indirectly disclose the information to any third party, beyond those reasonably involved in the performance of this Agreement.
- 9.2 A party will not be in breach of **clause 9.1** where Confidential Information is required by law or regulation to be disclosed, provided that the party required to make disclosure promptly notifies the party who has made the Confidential Information available, to allow the latter party to assert whatever exclusions or exemptions may be available to it under such law or regulation.
- 9.3 On termination or expiry of this Agreement each party must return all Confidential Information in its possession or control to the owner of such Confidential Information and permanently delete all such Confidential Information stored electronically.
- 9.4 Each party will assume responsibility for the actions of its Key Personnel, employees, agents and sub-contractors who have access to the Confidential Information from time to time and must ensure that they are aware of and strictly bound by the confidentiality obligations created under this Agreement.

### Privacy

- 9.5 Each party will manage Personal Information in accordance with applicable privacy legislation
- 9.6 Without limiting the scope of clause 9.5, if a party is required to collect Personal Information from the other party in the performance of this Agreement it will
- (a) only use that Personal Information for purposes directly related to the performance of this Agreement or with the consent of the individual who is the subject of the Personal Information;
  - (b) protect that Personal Information from misuse, loss, and unauthorised access, modification and disclosure;
  - (c) will manage personal information in accordance with applicable privacy legislation and will obtain from the PhD Student their consent to sharing of the PhD Student's personal information to facilitate management of the Candidature pursuant to this agreement.;
  - (d) keep Personal Information it holds secure and immediately notify the other parties if it becomes aware of an actual, threatened or alleged breach of any obligation concerning security, use and disclosure of Personal Information (Breach);
  - (e) take such action and cooperate fully with the other parties to mitigate the consequences of a Breach and to investigate the Breach.
- 9.7 Each JDP Candidate Agreement will include consent by the Candidate to sharing of their Personal Information to facilitate management of the Candidate's Candidature under this Agreement.

9.8 In this clause 9 Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

## 10. Insurance

10.1 Each party will effect and maintain the following insurances for the duration of this Agreement:

- (a) public liability and professional indemnity insurance cover appropriate and sufficient to cover the activities of that party anticipated under the terms of this Agreement; and
- (b) workers' compensation insurance as required under applicable workers' compensation legislation for its employees; and

will provide, when requested by another party, evidence of the insurances effected under this **clause 10**.

10.2 The effecting of insurance as required under this clause will not in any way limit the obligations or responsibilities of the parties under this Agreement.

## 11. Notices

11.1 A notice, demand or consent (**Notice**) given to a party under this Agreement is only effective if it is in writing and delivered or sent by prepaid post or electronic message to that party at its address and marked to the attention of the Operational Representative set out in **Item 2** of the **Schedule**.

(a)

11.2 Subject to **clause Error! Reference source not found.** a Notice given for any purpose under this Agreement is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, three (or in the case of a Notice sent to another country, nine) business days after the date of posting;
- (c) except for a notice under **clause 13**, if sent by electronic message, when the sender receives an automated message confirming delivery, or eight hours after the message has been sent, unless the sender has received an automated message that the electronic message was not delivered or the sender knows or should reasonably know that there is a network failure which may have resulted in non-delivery.

11.3 If any Notice is given on a day that is not a business day or after 5.00pm on a business day, in the place of business of the receiving party, it is to be treated as having been given at the beginning of the next business day.

11.4 If a party gives the other party three business days' notice of a change of its address or fax number, a Notice is only effective if it is given to that party at the latest address or fax number.

## 12. Dispute Resolution

12.1 If a dispute arises in relation to any matter under, or the meaning, intent or application of any part of this Agreement, the parties agree to undertake the procedure in this **clause 12** before resorting to arbitration, litigation or some other form of dispute resolution procedures.

- 12.2 A party alleging a dispute must give the other party notice in writing setting out all details of the dispute.
- 12.3 On receipt of a notice under **clause 12.2** the nominated senior representatives of both parties must meet within five business days and, acting reasonably and in good faith, do their best to resolve the dispute through negotiation.

#### **Mediation**

- 12.4 If the parties do not resolve the dispute within 45 days receipt of a notice under **clause 12.2**, then a party may notify the other party in writing that the matter must be referred to a mediator to be nominated in accordance with the ICC Mediation Rules. The number of mediators shall be one, the place of the mediation shall be Singapore and the language of the mediation shall be English. The arbitral award shall be final, conclusive and binding on the parties and shall be enforced in any court of competent jurisdiction.
- 12.5 Any person is entitled to appear before the mediator or on any matter respecting the mediation by teleconference, videoconference, or any similar electronic means.
- 12.6 The costs of the mediator will be borne equally by the parties.

#### **Urgent Relief and Termination**

- 12.7 Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement.
- 12.8 This **clause 12** does not restrict or limit the right of either party
- (a) to obtain interlocutory relief; or
  - (b) to immediately terminate this Agreement, where this Agreement provides such a right.

### **13. Withdrawal and Termination**

#### **Withdrawal with respect to specific Candidate**

- 13.1 An institution may withdraw from co-supervision of a Candidate if:
- (a) that Candidate is excluded/expelled from that institution for unsatisfactory academic progress; or
  - (b) the principal Supervisor appointed by that institution is not available to continue to supervise the Candidate and a comparably qualified replacement reasonably acceptable to the other institution and the Candidate is not available.
- 13.2 In the case of an institution withdrawing from co-supervision of a Candidate for any reason, written notification should be sent to the other institution within one month explaining the decision and the institutions must promptly communicate to consider the impact of the withdrawal on the candidate's academic progress at the continuing university.
- 13.3 If the Candidate requires access to existing intellectual property of the withdrawing institution in order to complete their thesis, the institutions will enter into good faith negotiations to make that existing intellectual property available on reasonable terms and subject to reasonable obligations of confidentiality.

#### **Termination of Agreement**

- 13.4 Either party may terminate this Agreement by providing a minimum of six (6) months written notice to the other party, or such shorter period as the parties may agree upon in writing.

- 13.5 Either party may terminate this Agreement immediately if the other party:
- (a) commits a material breach of this Agreement which is unable to be rectified;
  - (b) fails to rectify a breach of this Agreement within 30 days of receiving a written notice specifying the breach to be rectified.
- 13.6 Candidates who have commenced the Program at the date of termination of this Agreement will be permitted to complete the Program, and the obligations of a party in respect of such Candidates as specified in this Agreement will continue until the Candidate has completed the Program in compliance with the Policies of each party.
- 13.7 Any terms of this Agreement which, by their nature, are continuing will survive the termination or expiry of this Agreement. Without limitation, **clauses 1, 8, 9, 13.3, 13.6 and 14** survive the expiry or termination of this Agreement.

## **14. Use of Name and Logo**

- 14.1 A party will not use, nor permit any person or entity to use, the name or logo or any variation of the name and logo of the other party without prior written approval of an authorised representative of that party.
- 14.2 Without limiting the scope of **clause 14.1** for the term of this Agreement neither institution will:
- (a) participate in false or misleading advertising or promotional practices about the other party;
  - (b) use, or permit any person or entity to use the name or logo (or any variation thereof) of the other party without first obtaining prior written consent;
  - (c) offer to students any guarantee of admission or make any representations about the other institution;
  - (d) make any false or misleading comparisons with other education providers and their courses;
  - (e) make any inaccurate claims of association with other education providers; or
  - (f) give inaccurate information to a prospective students about fees and charges payable.
- 14.3 All promotional materials prepared by IITM and referencing the JDP established by this Agreement must include Deakin's Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) number as follows:

Deakin University CRICOS Provider Code 00113B.

## **15. Miscellaneous**

### **Entire Agreement**

- 15.1 This Agreement constitutes the entire agreement between the parties as to its subject matter. It supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter.

### **Variation**

- 15.2 This Agreement may only be altered or varied in writing signed by each of the parties.

### **Waiver**

- 15.3 A waiver of any right under this Agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach or an implied waiver of that obligation on any other occasion.
- 15.4 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.
- 15.5 A party may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

### **Severability**

- 15.6 Part or all of any clause of this Agreement that is illegal or unenforceable in any jurisdiction will be severed in the relevant jurisdiction and the remaining provisions of this Agreement will continue in force. The legality or enforceability of the provision in any other jurisdiction will not be affected.

### **Meetings**

- 15.7 If the parties are required to meet or convene a committee, the meeting or committee may take place in person, or by electronic means such as teleconference or videoconference and decisions may be made and documented by circulation.

### **Costs**

- 15.8 Except as otherwise set out in this Agreement, each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this Agreement and any document related to this Agreement.

### **Execution of this Agreement**

- 15.9 This Agreement is properly executed when:
- (a) each party has executed this document, including by electronic means; or
  - (b) if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties, including by mail or electronically.
- 15.10 If this Agreement is executed in counterparts, the date of this Agreement is the date on which it is signed by the last party.

### Execution and Date

Executed as an agreement.

Date:

**Signed** for and on behalf of **Deakin University** by its duly authorised officer in the presence of:

DocuSigned by:  
*Bas Baskaran*  
CF3844E6B55C4BC.....  
Signature of witness

Bas Baskaran  
Name of witness (please print)

Pro Vice Chancellor International Research Partnerships

DocuSigned by:  
*Professor Julie Owens*  
G8B01E2E3B60417.....  
Signature of authorised officer

Professor Julie Owens  
Name of authorised officer (please print)

DVCR  
Office held

20 December 2021 | 8:54 PM EST  
Date:

**Signed** for and on behalf of **Indian Institute of Technology Madras** by its duly authorised officer in the presence of:

DocuSigned by:  
*Professor Shanthi Pavan*  
FF5501A7A504F5.....  
Signature of witness

Professor Shanthi Pavan  
Name of witness (please print)

Salma Parveen

DocuSigned by:  
*Professor Raghunathan Rengaswamy*  
50EF53BA7F9E421.....  
Signature of authorised officer

Professor Raghunathan Rengaswamy  
Name of authorised officer (please print)

Dean Global Engagement  
Office held

22 February 2022 | 4:03 PM AEDT  
Date:



## Schedule

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### Item 1 – Initial Representatives

<b>For Deakin</b>	<p>Professor Julie Owens Deputy Vice-Chancellor Research Deakin University 1 Gheringhap Street GEELONG VICTORIA 3220 AUSTRALIA</p> <p>T: +61 3 5227 2673 E: <a href="mailto:dvcr@deakin.edu.au">dvcr@deakin.edu.au</a></p>
<b>For IITM</b>	<p>Prof. Raghunathan Rengaswamy Dean, Global Engagement Indian Institute of Technology Madras IIT P.O. Chennai 600 036 INDIA</p> <p>T: + <b>+91 44 2257 8091</b> E: <a href="mailto:deange@iitm.ac.in">deange@iitm.ac.in</a></p>

### Item 2 – Operational Representatives

<b>For Deakin</b>	<p>Prof Bas Baskaran Pro-Vice Chancellor, International Research Partnerships Deakin University 1 Gheringhap Street Geelong VIC 3220 Australia</p> <p>Phone: +61 522 72827 Email: <a href="mailto:bas.baskaran@deakin.edu.au">bas.baskaran@deakin.edu.au</a></p>
<b>For IITM</b>	<p>Prof. Shanthi Pavan Dean Academic Research Indian Institute of Technology Madras IIT P.O. Chennai 600 036 INDIA</p> <p>T: ++91-44-2257-8041 E: <a href="mailto:deanar@iitm.ac.in">deanar@iitm.ac.in</a></p>

### Item 3 – Joint Management Committee Representatives

<b>For Deakin</b>	<ul style="list-style-type: none"> <li>• Faculty Executive Dean, or nominee</li> <li>• Associate Dean, Partnerships and International or nominee</li> <li>• Pro-Vice Chancellor, Researcher Development, Deakin Research or nominee</li> <li>• Pro-Vice Chancellor, International Research Partnerships, Deakin Research or nominee</li> </ul>
<b>For IITM</b>	<ul style="list-style-type: none"> <li>•</li> </ul>

	<ul style="list-style-type: none"> <li>• Dean Global Engagement</li> <li>• Dean Academic Research</li> <li>•</li> </ul>
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Item 4 – Research Training Committee Representatives

<b>For Deakin</b>	<ul style="list-style-type: none"> <li>• Faculty Associate Dean, Partnerships and International, or nominee</li> <li>• Faculty Associate Dean (Research), or nominee</li> <li>• Faculty HDR Coordinator</li> <li>• Special Advisor, International Research Training, Deakin Research</li> </ul>
<b>For IITM</b>	Representatives titles to be inserted by IITM

## Annexure A - Template JDP Candidate Agreement

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### JDP Candidate Agreement

#### Deakin University

ABN 56 721 584 203

a body politic and corporate established pursuant to the *Deakin University Act 2009 (Vic)*  
of 1 Gheringhap Street, Geelong, Victoria, 3220  
(Deakin)

#### Indian Institute of Technology Madras

IIT P.O.

Chennai 600 036

INDIA

(IITM)

#### The Candidate identified in the Schedule (Candidate)

### Provisions

#### 1. Program of Study

The parties agree that the Candidate's program of study will be undertaken in accordance with

- (a) the provisions of the Joint Doctoral Program Agreement between Deakin and IITM, a copy of which is attached to this JDP Candidate Agreement as **Attachment 2 (JDP Agreement)**, and
- (b) the Schedule to this Agreement.

#### 2. Miscellaneous

- 2.1 If there is any inconsistency between the provisions of this Agreement and the provisions of the JDP Agreement, the provisions of this Agreement will have priority.
- 2.2 The parties will execute any further documentation required to give effect to the provisions of this Agreement.
- 2.3 This Agreement may only be altered or varied in writing signed by each of the parties.
- 2.4 This Agreement is properly executed when:
  - (a) each party has executed this document, including by electronic execution; or
  - (b) if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties, including by mail, facsimile transmission or electronically.
- 2.5 If this Agreement is executed in counterparts, the date of this Agreement is the date on which it is signed by the last party.

## Execution and Date

### Executed as an Agreement

Date: \_\_\_\_\_

**Signed** for and on behalf of **Deakin University** by its  
duly authorised officer in the presence of: )

Signature of authorised officer

Signature of witness

Name of authorised officer (please print)

Name of witness (please print)

Office held

Date: \_\_\_\_\_

**Signed** for and on behalf of **India Institution of  
Technology Madras** by its duly authorised officer in  
the presence of: )

Signature of authorised officer

Signature of witness

Name of authorised officer (please print)

Name of witness (please print)

Office held

Date: \_\_\_\_\_

**Signed** by **name of Candidate** in the presence  
of: )

Signature

Signature of witness

Date: \_\_\_\_\_

Name of witness (please print)

## Schedule to JDP Candidate Agreement

Student Details	
Name	
Address	
Contact Details	Ph: Email:

Research Topic	
<i>Note: indicative research plan is detailed in Attachment 1</i>	

Enrolment	
Home Institution:	
Host Institution:	
Date of enrolment for first year of jointly supervised thesis:	
Duration of Candidature	Deakin: Target completion 3 years, maximum completion 4 years (full-time equivalent). IITM: maximum completion 4 years (full-time equivalent).
<i>Note: If the thesis is not submitted within the maximum completion time, an amendment must be signed by Institutions and the Candidate.</i>	

Residency	
Home Institution:	To be confirmed in writing between parties
Host Institution:	To be confirmed in writing between parties

Health and Social Insurance Requirements	
	<p>Candidates in residence at Deakin must hold overseas student health cover if they are not Australian citizens or permanent residents of Australia.</p> <p>Candidates must have insurance coverage place before entering into residency at the Host Institution to carry out doctoral study and research.</p>

	It is a requirement of Australian Government regulations that overseas student health cover be purchased before applying for an Australian visa. On arrival in Australia, the Candidate must provide proof of cover to Deakin.
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### Supervision

Principal Supervisor/Guide:	Home Institution:
	Host Institution:
Associate Supervisor(s)/Co-Guide(s):	Home Institution:
	Host Institution:

### Facilities and Specialised Equipment

Home Institution	Work space, access to computer rooms and experimental facilities
Host Institution	Work space, access to computer rooms and experimental facilities, access to libraries. The Candidate should bring their own laptop.

### Financial Support

Home Institution	
Host Institution	

### Language of Instruction

Home Institution:	English
Host Institution:	English

### Requirements and Training

Training	Institution Responsible	Details	Anticipated Completion Date
Candidature Engagement Form	Deakin University	Form to be discussed with supervisory team	Within the 1 month from commencement

Requirements and Training			
Individual Learning Plan	Deakin University	Project plan to be developed at commencement of candidature and maintained throughout program	Within 1 month from commencement and reviewed throughout candidature
Preparation for Provisional Candidature - Compulsory induction program	Deakin University	Induction (1 hr)	Within 3 months from commencement
Compulsory HDR Respectful Behaviour Module	Deakin University	Induction (1hr)	Prior to confirmation of candidature
Research Integrity - General Research Integrity and Human Research Ethics Training modules	Deakin University	Research Integrity Training (3 hr)	Prior to confirmation of candidature
Compulsory coursework unit/s	Deakin University	Minimum 1 unit (40 hours) of Deakin University compulsory coursework units	Prior to confirmation of candidature
<i>IITM to add</i>			

Schedule for Progress Reports and Annual Reviews		
Report/Review	Detail	Date
Confirmation of Candidature	Deakin University	Pursuant to Deakin's Policies
Candidature Review - Year 2	Deakin University	1 year after Confirmation of Candidature
Candidature Review - Year 3	Deakin University	2 years after Confirmation of Candidature
Candidature Review - Year 4	Deakin University	3 years after Confirmation of Candidature (unless program completed earlier)
Review of Candidate's Research Progress in	IITM	Yearly once for first 2 years and every 6 months subsequently

### Schedule for Progress Reports and Annual Reviews

presence of Doctoral Committee		
IITM - JRF to SRF Upgradation	IITM	2 years from the date of Joining
Review of Candidate's Research Progress in presence of Doctoral Committee	IITM	Yearly once for first 2 years and every 6 months subsequently

### Requirements for Oral Defence

Oral Defence Required:	
Institution organising oral defence:	
Location of Oral Defence:	Located at <Institution name> with video link.
Mode of Attendance at Defence:	Candidate and supervisors can participate via video link. The Candidate and supervisors may travel to the location of the oral defence at their own expense, subject to any agreement with their employing institution.
Payment of additional costs:	<Institution name> will cover the costs related to honorarium for examiners. Examiners are expected to attend by video-conference and if they choose to travel to the oral defence they do so at their own expense.

### Item 14 - Intellectual Property Provisions

Ownership and Licensing of Background Intellectual Property	<p>Each party retains ownership of its Background Intellectual Property.</p> <p>Each party grants to the other parties a non-exclusive, non-transferrable, royalty-free licence to use its Background Intellectual Property solely in connection with the Candidate's participation in the program.</p>
Ownership of Project Intellectual Property	<p><b>IP provisions to be developed in the context of the specific project, including with regard to any agreement with a third party</b></p> <p>The Candidate will retain ownership of the copyright of the thesis.</p>
Licence of Project Intellectual Property	<p><b>Where there is no third party ownership and one or both of the institutions own the Project Intellectual Property, the expectation is that the following licence will be given:</b></p>



	<p><i>Each institution grants to the other a non-exclusive, royalty-free licence to use, reproduce, modify and adapt its interest in the Project Intellectual Property for teaching, non-commercial research and publications, subject to the Restriction on Publications below.</i></p>
<p>Restriction on Publication of Project Intellectual Property</p>	<p><b>Subject to the terms of any third party agreement affecting publication, the expectation is that the following provisions will apply</b></p> <p><i>In this Agreement,</i></p> <p><i>Publications include speeches, seminars, articles and other oral or written presentations;</i></p> <p><i>Publisher means Deakin, IITM or the Candidate;</i></p> <p><i>Reviewer means</i></p> <ol style="list-style-type: none"> <li><i>a. if either of Deakin or IITM are a Publisher, the other of them;</i></li> <li><i>b. Deakin and IITM if the Candidate is the Publisher.</i></li> </ol> <ol style="list-style-type: none"> <li><i>1. Neither Deakin nor IITM may publish independently of the Candidate during the candidature.</i></li> <li><i>2. A Publisher must obtain the consent of each Reviewer prior to publication, which consent cannot be unreasonably withheld</i></li> <li><i>3. The Publisher must submit for review by the Reviewer a copy of the proposed Publication at least thirty days prior to the proposed date of submission for publication. A Reviewer may object to publication only if the proposed Publication discloses the Reviewer's Confidential Information or prejudices the Reviewer's ability to obtain registered intellectual property protection for, or to pursue commercialisation of, the Project Intellectual Property.</i></li> <li><i>4. If a Reviewer does not object to the Publication in writing within twenty days of receipt of a request for consent, consent to the Publication will be deemed to have been given. If a Reviewer objects to the Publication in writing within twenty days of receipt of a request for consent, the Reviewer and the Publisher must negotiate with a view to preparing an acceptable version of the proposed Publication for release within the original thirty day period.</i></li> </ol>

#### Additional Provisions

[insert here or **N/A**]

#### Candidate Consent to exchange of Personal Data

I, [name of Candidate] hereby consent to the sharing of my personal data between Deakin University and Indian Institute of Technology Madras for the purposes of providing me with research training and enabling me to undertake a jointly supervised doctoral research project. This consent extends to supervision and assessment of my academic work undertaken during the Joint Doctoral Program.

I additionally consent to the disclosure of my personal data to the external examiners nominated by Deakin University and Indian Institute of Technology for the purposes of assessment of my thesis.

**Signed by name of Candidate** in the )  
presence of: ) .....  
Signature

..... Date: .....  
Signature of witness

.....  
Name of witness (please print)

## **Attachment 1 to Student Agreement**

**JDP Agreement follows**

**Attachment 2 to Student Agreement**  
**Indicative Doctoral Research Plan Summary**

