

AGREEMENT

BETWEEN

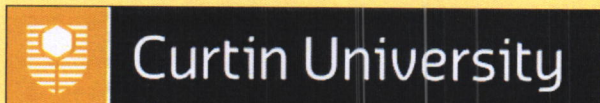
CURTIN UNIVERSITY

AND

INDIAN INSTITUTE OF TECHNOLOGY MADRAS

TO ESTABLISH

CURTIN – IITM RESEARCH ACADEMY



RESEARCH ACADEMY AGREEMENT

Between

The **Indian Institute of Technology Madras**, a technical education institute established in 1961 in India, with a campus located on Sardar Patel Road, Chennai, capital city of the state of Tamil Nadu with a postal address, IIT P.O. Chennai 600036, India (hereinafter referred to as 'IITM')

and

CURTIN UNIVERSITY (formerly known as CURTIN UNIVERSITY OF TECHNOLOGY), a body corporate established under the *Curtin University of Technology Act 1966* (WA), whose principal address is Kent Street, Bentley, Perth, Western Australia 6102, Australia (hereinafter referred to as 'Curtin')

(hereinafter together referred to as the 'Institutions' or 'Parties' and each of them being an 'Institution' or a 'Party')

1 DEFINITIONS

Agreement means this Agreement, including the Schedule, and any amendment to it agreed to in writing by the Parties.

Activities: Refers to every possible effort carried out by the parties to meet the objectives either individually or mutually or involving external stakeholders pursuant to this Agreement.

Research Academy means the academy established under the objectives of this Agreement which will oversee the Collaborative Doctoral Programme and other joint activities administered by the Parties.

Confidential Information shall mean information including trade secrets, Intellectual Property and any information that has a confidential nature or of actual or potential commercial value not generally available to the public disclosed or otherwise made available by one Party to another in relation to the activities undertaken under this Agreement and marked 'Confidential' at the time of disclosure, or if disclosed orally imparted in confidence and confirmed in writing within fourteen (14) days of oral disclosure as 'Confidential'.

Intellectual Property or IP shall mean patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Joint Steering Committee means the decision-making executive committee formed in accordance with this Agreement, abbreviated as JSC.

Collaborative Doctoral Program (CDP) means a program of Joint Doctoral supervision and collaboration between two Higher Education Providers resulting in a joint award program. The successful candidate awarded a Doctoral Degree recognised by both Higher Education Providers. This is formalised at the institutional level through a formal Agreement across multiple fields of research.

Project or Projects: Refer to all collaborative interventions implemented under this agreement to establish and/or run the research academy.

2 BACKGROUND

- 2.1 This Agreement is done to establish a Research Academy to undertake various activities of collaboration including those to complement the Collaborative Doctoral Programme Agreement, under the conditions detailed herein.
- 2.2 The purpose of the research academy is to facilitate increased opportunities at scale for strategic research, student and staff mobility, academic exchange, industry engagement, and research training.
- 2.3 The Research Academy will be represented by primarily Curtin and IITM. Other potential partners through affiliations (specific projects) or partnerships (signatories to variation of the Agreement) will be considered on a regular basis.
- 2.4 This Research Academy Agreement has no impact on any other CDP or Joint Award agreements signed by either party with a third Higher Education Provider. The CDP agreement between Curtin and IITM will fall within this Research Academy Agreement.
- 2.5 This Agreement is limited to the collaborative research activities specified herein. Any further programmes will be subject to a further Agreement or variation to this Agreement.
- 2.6 Neither Party shall support any serial arrangements whereby a Party assigns or delegates any duties and obligations under this agreement to another party without the prior written approval of the other Party.
- 2.7 This Agreement confirms the rights and obligations of both Parties covering both the collaborative relationship of the two Parties and the aspects of the relationship relating to the Collaborative Doctoral Program.
- 2.8 Parties will be responsible for the expansion of the scope of the partnership by identifying and discussing new opportunities for collaboration by the Parties. This Agreement records the terms and conditions of the collaboration and strategic relationship.

3. MUTUAL OBLIGATIONS

Each Party agrees to:

- a) Actively engage in the pursuit of the Objectives in accordance with the vision and intent of this Agreement;
- b) Carry out and fulfil its respective obligations as set out in this Agreement;
- c) Agree to be governed by principles of openness, fairness, transparency, trust, mutuality, collaboration and accountability;
- d) Keep each other informed, subject to any legal or ethical constraints, of any potential opportunities for, or risks to, the relationship;
- e) Ensure that its employees, agents, officers and other representatives involved in the Objectives and activities give full force and effect to, and comply with the provisions of this Agreement;
- f) To operate within its own regulations and all applicable laws when carrying out the objectives and activities; and
- g) The Parties agree to be committed to and use their best endeavours to comply with the vision and objectives as specified in this Agreement.

4. RELATIONSHIP

The Parties agree that:

- a) The rights, duties, obligations and liabilities of the Parties under this Agreement shall in every case be several and not joint or joint and several;
- b) The relationship between the parties is a contractual Agreement for the purpose of the collaboration so that nothing in this Agreement authorizes any Party to act as an agent, representative, employee or trustee of the other Party, or creates any agency, employment, partnership or trust relationship between the Parties for any purpose whatsoever; and
- c) Except as otherwise specifically provided for in this Agreement a Party does not have any authority or power to act for, or create, or assume any responsibility or obligation on behalf of, the other Party.

5. OBJECTIVES OF THE RESEARCH ACADEMY

The objectives of establishing the research academy are:

- a) To create a world recognised joint research academy to build a critical mass in infrastructure, students, academics in order to deliver high quality and unique research and education programs.
- b) To deliver education and training programs in the fields of mutual interest.
- c) To train, equip and enhance the skills of the Parties to ensure a sustainable and accessible talent pool in the academic and research activities of the Research Academy to acquire external funding streams and deliver continuous professional development programs and teaching.
- d) To collaborate to provide a global strategic focus for education and research objectives which are of mutual interest to the Parties.
- e) Provide the necessary resources, expertise and support.
- f) To enrich teaching and research experience through academic exchange, mobility and virtual engagement as well as international co-authorship.

6. ESTABLISHING THE ACADEMY

- a. The Parties will collaborate and cooperate to form an unincorporated strategic research academy to deliver agreed Objectives, Activities and Projects.
- b. Each Party agrees:
 - i. That the Parties will enter into separate agreements with respect to specific collaborations, setting out intellectual property rights, licensing, royalty, cost-apportionment etc. The contributions of the respective parties and the inventors will be acknowledged. Neither party shall deal with IP created under this agreement in any manner unless a separate agreement is entered into.
 - ii. The aim will be for Parties to publish collaboratively in relation to the work done under this agreement, such publication arrangements to be dealt with in separate agreements. Before publication, the parties will take into account protection of IP, protection of confidential information, and provide due attribution to the work done under this agreement.
 - iii. The relationship between each Party is one of cooperation and collaboration and is limited to carrying out the Activities so that nothing contained in this Agreement

- constitutes any of them as agent, partner, employee or trustee of any other of them, or creates any joint-venture, partnership, employment, or trust relationship for any purpose whatsoever;
- iv. No fiduciary relationship is created between the Party by virtue of their cooperation and collaboration in the Institute under this Agreement;
 - v. Except as otherwise specifically provided for in this Agreement a Party does not have any authority or power to act for, or create, or assume any responsibility or obligation on behalf of, the other Party; and
 - vi. Governance arrangements for the Academy will be followed as specified in this Agreement.
 - vii. To conduct diligently the Activities and associated Projects in pursuit of the Objectives of the Academy and observe and perform their obligations and commitments as set out in this Agreement;
 - viii. To make the Academy and its role widely known within each Party's organisation, with the aim of encouraging matters which come within the scope of the Academy's Activities to be undertaken in connection with the Academy and not independently;
 - ix. To provide its contribution to the Academy in accordance with the terms of this Agreement;
 - x. Not to do or cause or permit to be done any act, matter or thing whereby any Party's rights to Intellectual Property created under this agreement, could in any way be jeopardised;
 - xi. To operate within its own policies and procedures and within all relevant legislation when carrying out the Activities and that it will not impose an obligation on any other Participant to carry out Activities which may be contrary to that Party's policies and procedures;
 - xii. To use all reasonable endeavours to meet its obligations under this Agreement and to advise the Joint Steering Committee of any circumstances of which it is aware that may affect the viability of any of the activities;
 - xiii. To undertake that it will do all things necessary to ensure that the Academy resources are applied only towards establishing and operating the Academy for the performance of the Activities in accordance with this Agreement;
 - xiv. To nominate discipline champions from each institute to participate in, assess and progress as necessary involvement in research projects and other joint programs;
 - xv. To establish regular communication channels, protocols and arrangements for Academy communications, review of Objectives, Activities and Projects;
 - xvi. To define and agree a process for determining PhD topics and granting scholarships;
 - xvii. To define mutual contributions to fund the establishment and operation of the Academy;
 - xviii. To determine mechanisms to fund research and programme development and delivery;
 - xix. To define processes for calculation of matched funding to seed collaborations; and
 - xx. To confirm financial and administrative arrangements for the Research Academy.

7. JOINT STEERING COMMITTEE (JSC)

The collaboration will be managed by the JSC which will ultimately be responsible for the operation and management of the collaboration in accordance with the Objectives and its powers set out in this Agreement. Subject to this Agreement, the JSC may regulate its activities as it sees fit and the JSC

members of each party are responsible to their respective head of institution (or authorised delegate).

7.1 JSC Powers and Responsibilities

7.1.1 The JSC has responsibility for making the following key strategic and high-level decisions regarding this collaboration during the term of the engagement:

- a) Delegate authority for specific actions and decisions;
- b) Define strategy and the overall scope of the activities;
- c) Make decisions on behalf of the Parties in the pursuit of the objectives;
- d) Ensure that there is adequate resource allocation, cash and in-kind in the pursuit of the Objectives and approved projects;
- e) Subject to Clause 7.1.4 the JSC may discuss and agree on potential collaboration, IP rights, decisions on publication etc. The agreements shall be entered into by mutual discussion between the Parties.
- f) Establish additional committees and working groups as required, to operationalize and improve the partnership, including advisory committees;
- g) Approve work plans, schedules and budgets for the next calendar year;
- h) Approve statements of costs and Project reports for the previous calendar year.
- i) Approve the appropriateness of proposed Projects for funding;
- j) Agree the inclusion of the projects under this Agreement in the strategic plan and recommend particular Projects to the Parties;
- k) Review Project Documents and issue approvals for any proposed Projects in accordance with the approvals of and any conditions imposed by the JSC;
- l) Approve year-end statements of costs and high-level Project reports;
- m) Ensure alignment of the research Projects to the partnership Objectives;
- n) Commission or contract any reviews or studies into the operations of this collaboration;
- o) Determine the type and level of individual Institute's contributions; and
- p) Carrying out such functions as are necessary or incidental to the above and to achieve the collaboration Objectives.
- q) Review the activities under this Agreement in terms of Project progress and value tracking and determine and review pathways to operationalize the Objectives.

7.1.2 All decisions and resolutions of the JSC will be by consensus and in the absence of consensus the status quo will prevail.

7.1.3 JSC representatives will abide by the policies of their respective institutions in respect of their authorized decision-making powers.

7.1.4 The JSC does not have the power to approve:

- a) Strategic projects which require approval of either IITM Governing Board or Curtin University Council;
- b) Offshore campus Agreements;

7.2 Composition of JSC

The JSC will consist of a sufficiently broad representation of members of each Party as required from time to time to provide expertise and guidance regarding ongoing work and projects. The JSC will be established on the date of the Agreement consisting of the following members:

Three (3) to five (5) authorized members from Curtin; and

Three (3) to five (5) authorized members from IITM.

The designated members from Curtin will comprise of following members or their delegates:

- Deputy Vice Chancellor Global
- Associate Deputy Vice Chancellor Research Excellence
- Dean International South Asia
- Director Global Partnerships

The designated members from IITM will comprise of following members or their delegates:

- Dean, Office of Global Engagement
- Advisor Global Academic Activities
- Principal Program Administrator, International Research Initiative

Both Curtin and IITM may invite non-members from both institutions to the JSC meetings who can provide advice on demand.

7.3 Chair of JSC

The Chairperson (the "Chair") of the JSC will be a position held by the Deputy Vice-Chancellor (Global) Curtin University and Dean Global Engagement IITM on rotation basis- the rotation period will be one year. It means first two meetings of the JSC will be chaired by Curtin and next two meetings will be chaired by IITM in the following year and so on. However decisions will be taken by consensus.

7.4 Nomination of Alternative

Each JSC member may nominate an alternate to act in place of the nominated JSC member representative from time to time.

A Party may replace its nominated JSC member representative or alternate at anytime by giving written notice to the JSC from time to time.

7.5 JSC Meeting Frequency

Generally, the JSC will hold two (2) meetings per annum unless the JSC determines otherwise. JSC meetings will be held in person or by way of telephone or videoconference. A quorum will be six (6) JSC members being a minimum of 3 members from each Party. Decisions of the JSC will be by way of unanimous vote.

7.6 Advisory Committees of JSC (Stakeholder Committees)

The JSC may from time to time appoint stakeholder advisory committees to assist in developing academic, research, education proposals and business direction and priorities relevant to the Objectives and Projects to assist in the successful collaboration including addressing specific needs and opportunities. Any such advisory committees shall report to the JSC Chair.

7.7 Secretary

The JSC will appoint an individual to act as Secretary to the JSC. The individual must be an employee of the either Party and shall be an additional person to those authorized members who comprise the JSC

but for the avoidance of doubt shall not be considered as a "member of the JSC" for such purposes. The Secretary will be responsible for:

- a) Issuing notices of JSC meetings on behalf of the Chair;
- b) Preparing Agenda and Taking minutes at JSC meetings;
- c) Developing Action Table and following up with the stakeholders for compliance to the decisions taken by the JSC
- d) Maintaining records and register, including minutes of meetings.
- e) Any other tasks related to JSC as assigned by the Chair

8. JOINT SYMPOSIA

The JSC should develop a proposal with specific Objectives and guiding principles to organise at least one symposium a year.

Joint symposia will be arranged to enhance the research capabilities and to showcase the objectives and accomplishments of the research academy, primarily focussing to leverage the industry connections of participating institutions from both Australia and India. The expenses incurred to organise the symposium will be shared among the participating institutions and such activities related to the symposium will be supervised by the JSC.

9. OPERATIONAL MANAGEMENT

Initially the Research Academy will have a focal person each at Curtin and IITM, who will both be members of the JSC. In the future, a specific person may be appointed to manage the Research Academy. The funding model of this future position will be negotiated and agreed at the time.

10. DURATION OF THE AGREEMENT

- a. This Agreement shall come into force on the date of the last signature, and it is intended that the terms of this Agreement will remain in force for 6 (six) years unless terminated earlier in accordance with the provisions of the relevant sections of this Agreement.
- b. The Term of this Agreement may be renewed by the written consent of the Parties, at least twelve (12) months prior to the date of expiry. Any renewal of the Term shall be subject to the conditions of this Agreement and/or other such terms and conditions as may be mutually agreed by the Parties. The renewal shall not become valid until such time as the renewal Agreement is signed by the authorised signatories of both Parties.
- c. The Parties agree that, before expiry of the Term, the Parties will negotiate in good faith with a view to establishing the terms and conditions upon which there may be an extension or renewal of this Agreement for a further six (6) year period or such other period as may be agreed in writing by the Parties.

11. TERMINATION

- a. Either Party shall be able to terminate the Agreement on six (6) months' written notice to the other Party.
- b. The Agreement will automatically terminate if either Party becomes insolvent or is subject to a change of control.
- c. Either Party may terminate this Agreement by giving ninety (90) days' written notice to the other party if that other party commits any material breach of this Agreement and, if

- the breach is capable of remedy, fails to remedy it within following 90 days after being given written notice giving full particulars of the breach and requiring it to be remedied.
- d. Termination of this Agreement does not automatically terminate current CDP agreements between any of the Parties.

12. VARIATION

- 12.1 No amendment or other variation to this Agreement shall be effective unless it is in writing, is dated, and is signed by a duly authorised officer of each of the parties.
- 12.2 This Agreement will supplement the "Agreement for the Establishment of a Collaborative Doctoral Program" signed by the parties, on 19 October 2020.
- 12.3 The consent from each party is mandatory for expansion of partnership under this Agreement. The scope of the Research Academy will be broadened through variation to this Agreement duly approved and agreed by all parties involved in the process, if required at a later stage.

13. CONTACTS AND PROGRAMME MANAGEMENT

- a. Each Party shall appoint contacts responsible for the management and oversight of the Collaborative Doctoral Programme:

For IITM:

For Programme Management and operational matters:

Professor Raghunathan Rengaswamy, Dean Global Engagement, IITM
(deange@iitm.ac.in)

For Contractual Oversight: Vani Samuel, Senior Executive Office University Partnerships, Office of Global Engagement IITM (Partnerships@ge.iitm.ac.in)

For Curtin:

For Programme Management and operational matters and Contractual Oversight of the Programme: Associate Deputy Vice Chancellor Research Excellence, Curtin University (ADVCRE@curtin.edu.au).





- b. MEDIATION: Any disputes or differences that cannot be resolved at the JSC level or the Vice Chancellor of Curtin or Dean (GE) at IITM's level will be resolved by way of external mediation.

14. MISCELLANEOUS

- a. This Agreement represents the contract between the Parties in relation to the Research Academy and the activities carried out under this Agreement.
- b. Any provision of this Agreement that is now or becomes hereafter prohibited, illegal or unenforceable in any applicable jurisdiction shall be ineffective to the extent of such prohibition, illegality or unenforceability without invalidating the remaining provisions hereof. In the event that any act required under this Agreement is inconsistent with, penalised by or prohibited under the laws of India, Australia or any country having jurisdiction over the delivery of the Collaborative Doctoral Programme and/or either of the Parties hereto, the Party obligated hereunder to perform such act shall be excused from such performance and this Agreement shall be construed as if such obligation had not been set forth herein.

- c. Neither Party to this Agreement shall be liable to the other nor held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in performance or observance of its obligations hereunder by reason of industrial action, strikes, lock-outs, inability to obtain supplies, accidents or any other cause or contingency whatsoever beyond its reasonable control. Neither Party will be liable to the other Party for indirect or consequential loss.
- d. No delay by or omission of either Party in exercising any right, privilege or remedy under this Agreement shall operate or impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.
- e. This Agreement is drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.
- f. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same Agreement.

THIS AGREEMENT IS HEREBY EXECUTED BY THE PARTIES AS FOLLOWS:

<p>Signed for and on behalf of Curtin University of Technology:</p> <p>at: Perth</p> <p>on the <u>4</u> day of <u>July</u> 2022</p> <p>by: Professor Christopher Moran Deputy Vice Chancellor – Research</p> <p style="text-align: center;"></p> <hr style="border-top: 1px dashed black;"/>	<p>Signed for and on behalf of the Indian Institute of Technology Madras (IITM):</p> <p>at: IITM</p> <p>on the <u>19</u> day of <u>July</u> 2022</p> <p>by: Professor Raghunathan Rengaswamy Dean Global Engagement</p> <p style="text-align: center;"></p> <hr style="border-top: 1px dashed black;"/>
<p>Witnessed by:</p> <p><u>JO CLEMENTS</u> Name of witness (please print)</p> <p>Signed:</p> <p style="text-align: center;"></p> <hr style="border-top: 1px dashed black;"/> <p>Address: <u>CURTIN UNIVERSITY</u></p> <hr style="border-top: 1px dashed black;"/> <p>Address of witness (please print)</p>	<p>Witnessed by:</p> <p><u>PROF. PREETI AGHOLAYAM</u> Name of witness (please print)</p> <p>Signed:</p> <p style="text-align: center;"></p> <hr style="border-top: 1px dashed black;"/> <p>Address: <u>ADVISOR, OFFICE OF GLOBAL ENGAGEMENT</u></p> <hr style="border-top: 1px dashed black;"/> <p>Address of witness (please print)</p>

Second signatory:

at: IITM

on the 19 day of July 2022

by: Professor Seth Kunin
Deputy Vice Chancellor – Global



Witnessed by:

A. BHAJJI MUKHERJEE
Name of witness (please print)

Signed:



Address:

Address of witness (please print)