

**AGREEMENT FOR JOINT SUPERVISION PROGRAM
IN DOCTORAL DEGREE PROGRAM**

between

NAGAOKA UNIVERSITY OF TECHNOLOGY, JAPAN

and

INDIAN INSTITUTE OF TECHNOLOGY MADRAS, INDIA

AGREEMENT FOR JOINT SUPERVISION PROGRAM IN DOCTORAL DEGREE PROGRAM:

THIS AGREEMENT for Joint Supervision Program In Doctoral Degree Program (hereinafter referred to as "Agreement") is made on - *04 - March - 2020* - ("Effective Date")

BETWEEN:

- (1) **NAGAOKA UNIVERSITY OF TECHNOLOGY, JAPAN**, a national university authorized by "Gakkou-Kyouiku Hou" or School Education Law, under Decree 26 and having its address at 1603-1 Kamitomioka, Nagaoka, Niigata, 940-2188, Japan ("**NUT**")

and

- (2) **INDIAN INSTITUTE OF TECHNOLOGY MADRAS, INDIA**, an educational institution created by an Act of Parliament, Institutes of Technology Act 1961 and having its principal address at Sardar Patel Road, Chennai 600 036, Tamil Nadu, India ("**IITM**")

which expression **Institute** shall mean either NUT or IITM , **Party** means Home Institute or Partner Institute and **Parties** means both Home Institute and Partner Institute.

WHEREAS:

- 1) On - *04 - March - 2020* -(date) the Parties are entering into this Agreement to develop academic exchange through Joint Supervision of the students in Doctoral Degree Program (hereinafter referred to as "the Program") at NUT and IITM under Memorandum of Understanding established on January 11, 2000 as well as Memorandum for Exchange of Students established on August 4, 2016 between the two Institutes.
- 2) By entering into agreement through this Agreement, the Parties agree to offer joint supervision in all areas of research in accordance with the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. OBJECTIVE

This Program supports education of doctoral students under the close cooperation between NUT and IITM and enables doctoral students to be awarded a doctoral degree from Home Institute, in conjunction with joint supervision of the Parties.

2. FIELD OF STUDY

The field of study of the Program shall be in the area of Science and Technology for the development and reinforcement of scientific and technical collaboration between NUT and IITM.

3. PROGRAM STRUCTURE

Both Institutes guarantee the quality of students participating in the Program. To enter the Program, students must meet all the qualifications set by the both Institutes. The Home Institute will select potential participants according to their academic, personal and linguistic qualifications. The Partner Institute will then evaluate the selected students for approval. Before accepting the student into the Program, the parties shall conclude a memorandum of agreement for each individual student that indicates the detailed information about administrative conditions, proposed research plans and schedule as Appendix 1 hereto.

4. NUMBER OF STUDENTS

The number of students accepted on the basis of this Agreement shall be limited to a few students a year as shall be agreed upon between the two Institutes.

5. STUDENTSHIP

The students participating in the Program shall be registered as a full-time student (regular student) at the Home Institute. The students shall be accepted as a special research student (non-degree student) in the course of study at the Partner Institute.

6. PERIOD OF STAY

The maximum period of stay in the Partner Institute shall be one academic year. Extension of the period shall require approval from both institutes. Periodic interactions with the supervisor from Partner Institute using Video Conferencing is recommended for the smooth progress of the joint research work.

7. ACADEMIC SUPERVISORS

- 7.1 Students in the Program shall have two academic advisors, one in the Home Institute and the other in the Partner Institute and shall be mainly supervised by the academic advisor at the Home Institute. The advisors shall be chosen from faculty members and approved by the both Parties. Educational and research plans for the student shall be decided upon by prior consultation between the academic advisors of two Institutes. Such plans will require the approval of the authorized committees at each Institute.
- 7.2 The Home Institute shall appoint academic advisor of the Partner Institute as an adjunct professor under the Program in accordance with the rules and regulations of each Institute.
- 7.3 The Dissertation evaluation procedures of the Home Institute from where the student graduates will be followed. The consent of the Joint Supervisor has to be obtained before proceeding with the dissertation evaluation in selecting the examiners.

8. TUITION

The students shall pay normal tuition to the Home Institute, and there shall be no requirement for payment of screening fees, admission fees or tuition to the Partner Institute in accordance with Clause 8 of Memorandum for Exchange of Students between the two institutes.

9. FINANCIAL RESPONSIBILITY

When the student or the supervisor need to visit the Partner Institute for the research work, the financial support for the proposed visit has to be met from other sources of funding (external funding).

10. ACCOMMODATION

The Partner Institute will make every effort to support the students in the Program, such as making arrangements for accommodations.

11. AWARD OF DEGREE

After successful completions of the academic requirement and dissertation defense in the Home Institute, the student shall be awarded a doctoral degree from the Home Institute (Doctor of Philosophy in the case of IITM and Doctor of Engineering in the case of NUT). In the doctoral dissertation, both the supervisors will sign the thesis certificate.

12. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 12.1 All intellectual property held by a Party prior to entering into this Agreement or disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it (the "**Background IP**").
- 12.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by Home Institute will belong to that Institute and may not be made use of except with that Institute prior written consent. The provisions of this clause will survive till the termination of this Agreement.
- 12.3 Where the Institutes jointly develop intellectual property, inventions and innovations as a result of the research work of the Program student working under the supervision of the guide and co-guide the terms with respect to title and exploitation of such intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how designs and confidential information on the subject of such intellectual property, inventions and innovations) (hereinafter collectively referred to as the "**Intellectual Property**") will be negotiated on a case-by-case basis. The general norm, for such case-by-case agreements will be that the ownership of Intellectual Property will in equal measure on the respective Institutes with the Program student/faculty who had contributed to the research work acknowledged as Inventors. Save as aforesaid, nothing in this Agreement shall be construed as a license or transfer or an obligation to enter into any further agreement

with respect to intellectual property currently licensed to or belonging to either Institute. The Parties shall thereupon equally share the costs of filing, maintenance and protection of jointly developed intellectual property, unless the right to file at a particular jurisdiction is waived by one Party.

13. AMENDMENTS

This Agreement may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

14. TERM OF AGREEMENT

This Agreement will come into force upon affixing of the signatures of the representatives of the both Institutes and will remain in effect for five years. This Agreement may be renewed upon its expiry, with the agreement of both institutes.

If either Institute wishes to terminate the Agreement at the end of the five years period, it must notify the other Institute not less than six months prior to the expiry of the Agreement.

This Agreement or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two institutes.

Both Parties agree that in the event this Agreement is terminated for any reason, the Parties will use their best endeavors to allow all students already enrolled in the Program who are eligible to complete their candidature, to continue and complete the requirements for the Program in which they are enrolled, and to be awarded the doctoral degree upon successful completion of the Doctoral Program at the Home Institute.

15. LANGUAGE AND NOTICE

The text of this Agreement is established in English. Any communication under this Agreement will be in writing in English and delivered by registered mail to the address or sent to the electronic mail address of NUT or IITM, as the case may be shown below or to such other address or electronic mail address as either Institute may have notified the sender.

To NUT:
 Division of International Affairs
 Nagaoka University of Technology
 1603-1 Kamitomioka, Nagaoka, Niigata,
 940-2188, Japan
 Phone: +81-258-47-9238
 E-mail: kokusai@jcom.nagaokaut.ac.jp

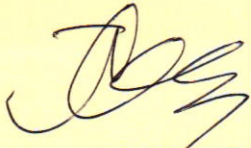
To IITM:
 Office of International Relations
 2nd Floor, IC &SR Bldg
 Indian Institute of Technology Madras
 Chennai - 600036
 Phone: +91-44-22574926/4928
 E-mail: oir@iitm.ac.in

16. DISPUTE RESOLUTION

Any disputes arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the Parties shall be referred to the President / Director of the respective Parties or their nominees for resolution.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed on the day and year first above mentioned.

NAGAOKA UNIVERSITY OF TECHNOLOGY



Dr. AZUMA Nobuhiko
President

Date: FEB. 26, 2020

INDIAN INSTITUTE OF TECHNOLOGY
MADRAS



Prof. Bhaskar Ramamurthi
Director

Date: 04-March-2020

APPENDIX 1

MEMORANDUM OF AGREEMENT FOR
JOINT SUPERVISION PROGRAM

This Memorandum of Agreement (hereinafter referred to as MoA) is made

between

Nagaoka University of Technology (hereinafter referred to as NUT), 1603-1 Kamitomioka,
Nagaoka, Niigata, 940-2188, Japan

and

Indian Institute of Technology Madras (hereinafter referred to as IITM), functioning at its
premises at Sardar Patel Road Chennai 600 036, Tamil Nadu, India

Preamble

The above mentioned universities have been cooperating in Joint Supervision Program in
Doctoral Degree Program (hereinafter referred to as the Program) in accordance with the
Agreement for Joint Supervision Program in Doctoral Degree Program between the two
institutes (hereinafter referred to as the Agreement) concluded on 04 March 2020.

This MoA is established to describe the administrative conditions and education specifically
for a joint supervision of the student participating in the Program (hereinafter referred to as the
Doctoral Student).

Article 1

The following describes the Doctoral Student information.

Name:

Date of enrollment in the Host Institute:

Faculty/School:

Program:

Major:

Article 2

The Doctoral Student is to be supervised by the following academic advisors.

At Home Institute

Name:

Faculty/School:

Position:

At Partner Institute

Name:

Department:

Position:

The academic advisors of the two Institutes shall commit themselves to conduct fully and
jointly their tasks and keep each other informed of the progress of the research work by the
Doctoral Student.

Article 3

Doctoral Student shall be accepted as a special research student (non-degree student) at the Partner Institute in the following conditions.

Subject of the doctoral thesis:

Field of Study:

Period:

Article 4

In accordance with the Agreement, the Doctoral Student shall pay normal tuition to the Home Institute, and there shall be no requirement for payment of screening fees, admission fees or tuition to the Partner Institute.

Article 5

The Doctoral Student accepted at NUT is required to purchase Student Educational Research Activities Insurance (Gakken-Sai and Gakken-Bai) and National Health Insurance in order to cover such contingencies while in NUT and such premiums shall be borne by the Doctoral Student.

The Doctoral Student accepted at IITM is required to purchase Insurance in order to cover such contingencies while in IITM and such premiums shall be borne by the Doctoral Student.

Article 6

The language used for the writing of doctoral thesis and the abstract shall be English.

The language to be used for the defense of the thesis will be English. The defense of the thesis shall be organized one-only session held at the Home Institute.

Article 7

If the Doctoral Student successfully passes the doctoral examination and fulfil the requirements for completion of the doctoral program at the Home Institute, the Doctoral Student shall be awarded a degree of doctoral degree from the Home Institute (Doctor of Philosophy in the case of IITM and Doctor of Engineering in the case of NUT). The Partner Institute shall award the certificate indicating that the degree is being awarded under joint supervision of the two Institutes.

Article 8

This MoA shall be valid and effective when the representatives of each Institute and Doctoral Student sign below, and shall remain effective until _____. In the event the Doctoral Student has failed to defend the doctoral thesis before this date, the MoA may be extended with the consent from all Parties involved. This MoA can be revised or terminated on the basis of the Agreement prepared by common consent and signed by the authorized signatories Presidents of the two Institutes.

Nagaoka University of Technology

Indian Institute of Technology Madras

(Name)
Head, Department of
Date:

(Name)
Head of Department,
Date:

(Name)
Academic Advisor
Department of
Date:

(Name)
Academic Advisor
Department of
Date:

(Name)
Doctoral Student