# JOINT MASTERS PROGRAM: Coursework-Based and Thesis-Based

Guidelines and Terms of Engagement

Institute 'X'

AGREEMENT FOR JOINT MASTERS PROGRAMME: Coursework-Based and Thesis-Based

#### between

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and

Institute 'X'

# AGREEMENT FOR JOINT MASTERS PROGRAMME: Coursework-Based and Thesis-Based (C-JMP & T-JMP, resp.)

-----THIS AGREEMENT is made on - - - - - - ("Effective Date")

### **BETWEEN**:

and

(2) Institute 'X', an educational institution created by an Act of Parliament and having its principal address at

which expression **Institute** shall mean either Institute or University, **party** means Home Institute or Partner Institute and **parties** means both Home Institute and Partner Institute.

#### WHEREAS:

- 1) On - -(date) the Parties entered into a Memorandum of Understanding to develop and initiate Coursework-Based and Thesis-Based Joint Masters Programs (C-JMP and T-JMP, resp.)
- By entering into agreement through this MOU, the Parties agree to offer Joint Masters Programs in all areas in accordance with the terms and conditions set out in this Agreement.

## NOW IT IS HEREBY AGREED AS FOLLOWS:

### 1. JOINT MASTERS PROGRAMME STRUCTURE

The students who are interested in getting admitted into the JMP will be first selected to the resp. coursework-based or thesis-based Masters programs at either Institute following its own selection procedures. The collaborating faculty from both the institutes will then select the JMP students from among the students thus selected into the individual Masters programs at either Institute. This subsequent joint selection will be carried out within the 6 months of the student enrolling in the Masters program through video conference and/or by any means including exchange of data pertaining to the students, reference letters, and so on. Students who are thus admitted into the JMP program will have as their mentors/faculty advisers the collaborating faculty members who selected them.

### 2. COURSEWORK REQUIREMENTS

The student will satisfy the academic coursework requirements of his/her Home Institute. Courses may be taken when appropriate and recommended by the Partner Institute.

#### 3. PROGRESS MEETING

Students joining the Joint Masters Program will follow Home Institute regulations for monitoring their progress.

#### **4. TIME DURATION**

41. Masters students should spend a minimum of 6 months at the Partner Institute working under the supervision of their mentors/faculty advisers, and taking courses and/or carrying out project/ research work as required to do so by the Partner Institute. The period of time spent at the Partner Institution will be determined based on consensus between supervising faculty.

4.2: The minimum and maximum (if applicable) total duration of the program will be governed by the rules of the Home Institute.

### 5. FEES AND EXPENSES

Students will pay tuition fees to their Home Institute throughout the duration of the JMP, including the duration of study at the Partner Institute, following the Home Institute fee structure.

Every effort is to be made to ensure that approximately an equal number of JMP students are admitted to both Institutes, and for the Partner Institutes to provide support to the visiting JMP students during their stay.

### 6. WITHDRAWAL AND TERMINATION OF CANDIDATURE

The prevailing regulations for withdrawal and termination of candidature at the JMP student's Home Institute shall apply.

Withdrawal and termination of any JMP student must be supported by both his/her Home Institute and Partner Institute.

# 7. AWARD OF DEGREE

The student who completes all the requirements of the Joint Masters program as described above will be may be awarded a single degree certificate with the signatures and stamps of both the Institutes. The format of the degree certificate will be jointly finalized by the two Institutes. The degree will be awarded at the convocation of the Home Institute.

Alternatively, two separate degree certificates may be awarded by the respective Institutes. However, the wording in both the degree certificates must indicate unambiguously that the degree is being awarded jointly with the Partner Institute (by name) for the same course completion/ thesis submission. The wording of the joint degree certificate or the respective degree certificates of the two Institutes as described above is / are attached as an Annexure to this agreement.

### 8. UPGRADE OPTION

During the course of the JMP, selected students may be offered an option to upgrade to a Joint Doctorate Degree program, if such a program exists between the Universities involved in the JMP. A JMP student thus upgraded to a JDP, based on mutual consensus between co-supervising faculty and the student, will then continue as per JDP guidelines in effect and obtain his/ her joint doctoral degree.

# 9. STUDENT OBLIGATIONS

JMP students will be subjected, in addition to those of their Home Institute, to the rules, regulations, policies and codes of the Partner Institute while in the Partner Institute.

# 10. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 10.1 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").
- 10.2 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.
- 10.3 Where the Institutes jointly develop intellectual property, inventions and innovations as a result of the research work of the JMP student working under the supervision of the mentor/ faculty adviser 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 JMP students/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.

#### 11. AMENDMENTS

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

### 12. TERM OF AGREEMENT

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

If either partner institution wishes to terminate the agreement at the end of the five years period, it must notify the other institution 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 parties.

12.2 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 JMP and eligible to complete their candidature, to continue and complete the requirements for the JMP in which they are enrolled, and to be awarded the joint degree upon successful completion of the JMP. If it is not possible for a student to satisfy the requirements of and complete the JMP he/she is enrolled in, the Parties will endeavor to allow that student, at his/her choosing, to complete the requirements for the Masters degree offered by the Home Institute. The Parties agree that such a student will be given credit for all relevant units previously undertaken by the student at the Partner Institute as part of the JMP.

### 13. 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.

(-----) NAME -----)

(-----NAME------

DESIGNATION INSTITUTE DIRECTOR

Signed for and on behalf of Designation with Seal Date:

Signed for and on behalf of Designation with Seal Date:

hereby confers the degree of

Master of Technology/ Science

of the Institute

on

<<name>>



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for successfully completing the prescribed programme of study

jointly with -----Given this day the -----under the seal of the Institute



Director

Chairman, Board of Governors

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#### FORMAT FOR JOINT DEGREE WITH ONE CERTIFICATE



Institute 'X'

hereby confer the degree of

Master of Technology/Science

on

Photo

<<name>>

for successfully completing the prescribed programme of study

Given this day the -----under the seal of the Institute

Registrar

Director

Chairman, Board of Governors

Director/Vice-Chancellor (Partner Institute)