

JOINT DOCTORAL DEGREE PROGRAM

Guidelines and Terms of Engagement



**AGREEMENT FOR JOINT DEGREE
PROGRAMME: Doctor of Philosophy**

between

and

Institute 'X'



AGREEMENT FOR JOINT DEGREE PROGRAMME: Doctor of Philosophy

THIS AGREEMENT is made on - - - - - (“Effective Date”)

BETWEEN:

(1) -----

and

(2) [REDACTED] Institute ‘X’, an educational institution created by an Act of Parliament and having its principal address at [REDACTED]
[REDACTED]

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 academic exchange through Joint Degree Program (JDP) of Doctor of Philosophy (PhD) .
- 2) By entering into agreement through this MOU, the Parties agree to offer Joint Degree Programmes at Ph.D level 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. JOINT DEGREE PROGRAMME STRUCTURE

The students who are interested in getting admitted into the JDP will be first selected to the Ph.D programmes at either Institute following its own selection procedures. The collaborating faculty from both the institutes will then select the JDP scholars from among the students thus selected into the individual Ph.D programmes at either Institute. This subsequent joint selection will be carried out within six – twelve months of the student enrolling in the PhD programme 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 JDP programme, will have the collaborating faculty members who selected them as their guides/supervisors.

The guide at the Home Institute will be the main guide and the other from the Partner Institute will be the co-guide to the student.

2. DOCTORAL COMMITTEE(OR EQUIVALENT)

2.1 A Doctoral Committee(or Equivalent) will be setup for each scholar to monitor the progress of the scholar till thesis is submitted.

2.2 The Doctoral Committee consists of the following (or equivalent)

- 1 Head of the Department/Chairperson (or nominee of HoD/Chairperson) of the Home Institute [If the HoD happens to be the Guide of a scholar, the senior most Professor / previous HoD will be nominated by Chairman, Senate or his nominee] - Chairman

HoD may nominate Chairman, if he/she is otherwise engaged for the conduct of DC/GTC meetings to assess the progress of the scholars

HoD must be present for comprehensive Exam / Synopsis / Thesis

- report / Viva voce meetings (thesis defence) of the Scholar
- 2 The Dean (Academic Research) of Home Institute or nominee - Member
 - 3 Research Guides from both the institutes - Members
 - 4 One faculty member each of the Departments of both the Institutes to which the guides belong, nominated by the respective Chairpersons, Senate following the procedures of the respective Institutes - Members
 - 5 One faculty member each of allied Departments of both the Institutes, or their respective allied Institutions, nominated by the respective Chairpersons, Senate following their respective procedures. - Members

- 2.3 The Doctoral Committee will meet at a mutually-agreeable frequency which may be timeline-based or Event - based.

3. COURSEWORK REQUIREMENTS

The scholar will satisfy the academic coursework requirements of his/her Home Institute. Courses may be taken when appropriate and recommended by the DC (or Equivalent) in the Partner Institute.

4. COMPREHENSIVE EXAMINATION

Comprehensive examination / qualifying examination will be conducted as per the rules of the Home Institute. If the Home Institute does not require a qualifying examination, the candidate will appear for the comprehensive examination of [REDACTED] institute 'X' and will be coordinated by the co-guide at [REDACTED] institute 'X'. The comprehensive exam will be conducted by the DC of the student and an additional external member.

Every Ph.D. scholar shall pass the Comprehensive Examination satisfactorily.

5. PROGRESS MEETING / SYNOPSIS / THESIS

Scholars joining the Joint Degree Program will follow Home Institute regulations for monitoring their progress, submission of synopsis and submission / evaluation of the thesis.

6. TIME DURATION

- 6.1 Ph.D. students should spend a minimum of one year 6 months to one year at the Partner Institute working under the supervision of their co-guide, and taking courses if required to do so by the DC.
- 6.2 The minimum and maximum (if applicable) total duration of the programme will be governed by the rules of the Home Institute.
- 6.3 Each JDP student will be entitled to the leave benefits (if any) available at Home Institute.

7. FEES AND EXPENSES

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

If [REDACTED] institute 'X' happens to be the Home Institute, the student would be entitled for HTRA as per Institute Rules.

If [REDACTED] Institute 'X' happens to be the Host Institution, the visiting JDP scholar would be paid a monthly stipend sufficient to cover living expenses on campus.

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

8. WITHDRAWAL AND TERMINATION OF CANDIDATURE

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

Withdrawal and termination of any JDP student must be supported by both his/her Home Institute and Partner Institute. In any event, the DC would advise the JDP student on an appropriate course of action to take, which would be in the best interest of the JDP student.

9. THESIS REVIEW REPORTS & VIVA VOCE EXAMINATION

- 9.1 Evaluation of thesis by external examiners and conducting of final viva-voce examination/defence shall follow the Home Institute's procedure.
- 9.2 When there is no procedure prescribed for the conduct of such examination, the procedures prescribed by [REDACTED] institute 'X' shall apply for evaluation of Thesis and conduct of viva-voce examination.

10. AWARD OF DEGREE

The scholar who completes all the requirements of the Joint Ph.D programme 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 thesis.

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.

11. STUDENT OBLIGATIONS

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

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 JDP scholar 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 JDP scholar/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

14.1 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.

14.2 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 JDP who are eligible to complete their candidature, to continue and complete the requirements for the JDP in which they are enrolled, and to be awarded the joint degree upon successful completion of the JDP. If it is not possible for a student to satisfy the requirements of and complete the JDP he/she is enrolled in, the Parties will endeavour to allow that student, at his/her election, to complete the requirements for the PhD 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 JDP.

15. 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 -----)
DESIGNATION
INSTITUTE

Signed for and on behalf of
Designation with Seal
Date:

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

 Institute 'X'

Signed for and on behalf of
Designation with Seal
Date:

FORMAT FOR JOINT DEGREE WITH TWO CERTIFICATES

Institute 'X'

hereby confers the degree of

Doctor of Philosophy

of the Institute

on

<<name>>

PHOTO

*for successfully completing the prescribed programme of study and
presenting the thesis entitled*

<< TITLE >

jointly with -----

Given this day the -----

under the seal of the Institute

Registrar

Director

Chairman, Board of Governors

FORMAT FOR JOINT DEGREE WITH ONE CERTIFICATE

Partner
Institute
Emblem

Institute 'X'

And

hereby confer the degree of

Doctor of Philosophy

on

<<name>>



Photo

*for successfully completing the prescribed programme of study and
presenting the thesis entitled*

<< TITLE >

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

Registrar

Director

Chairman, Board of Governors

Director/Vice-Chancellor (Partner Institute)