



Indian Institute of Technology Bombay  
Powai, Mumbai - 400076, Maharashtra  
India



**Curtin University**

Curtin University of Technology  
GPO Box U1987, Perth, WA 6845  
Australia

## **AGREEMENT**

**For the Establishment of a Dual Doctoral Degree Program**

**between**

**CURTIN UNIVERSITY OF TECHNOLOGY**

**and**

**INDIAN INSTITUTE OF TECHNOLOGY BOMBAY**

## AGREEMENT FOR THE ESTABLISHMENT OF ADUAL DOCTORAL DEGREE PROGRAM

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### 1. PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

CURTIN UNIVERSITY OF TECHNOLOGY, (ABN 99 143 842 569), a body corporate established under the *Curtin University of Technology Act 1966(WA)* of Kent Street Bentley, Western Australia 6102 ('Curtin')

and

INDIAN INSTITUTE OF TECHNOLOGY BOMBAY, and having its principal address at Mumbai, India 400076 ('IITB')

Each a 'Party' or 'Institution' and together the 'Parties' or 'Institutions'

### 2. DEFINITIONS AND INTERPRETATION

#### DEFINITIONS

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

**Dual Doctoral Degree Program** means the program established by this Agreement.

**Dual Doctoral Degree Project** means the research project to be conducted by the Program Student.

**Home Institution** means the institution that is Party to this Agreement and is the institution where the student is originally enrolled.

**Host Institution** means the institution that is Party to this Agreement but is not the Home Institution.

**Program Student** means the student who have been accepted into the Dual Doctoral Degree Program between Curtin and IIT Bombay.

**Supervisor or Co-Supervisor** means a faculty member who is usually a student's major professor at the Host and/or Home Institution and serves as the chair or co-chair of that student's graduate committee. The Supervisor provides guidance for a student's program, and assists with a student's scholarly development and research progress. **Supervision** and **Co-Supervision** have corresponding meanings.

## INTERPRETATION

The following rules apply unless the context requires otherwise:

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural and conversely.
- (c) A gender includes all genders.
- (d) If a word or phrase is defined its other grammatical forms have a corresponding meaning.
- (e) A reference to a clause or a Schedule is a reference to a clause or, a schedule to, this Agreement.

### 3. OBJECTIVES

The Parties to this Agreement seek to work together and share information about their organizations to enhance each other's research capabilities in a mutually beneficial way and to look for synergies across the doctoral programs of both Parties. Accordingly, Parties aim to establish and build a Dual Doctoral Degree Program to admit Program Students at both Institutions under the conditions detailed in Schedule 1.

The Program Student who completes all the requirements of the Dual Doctoral Degree Program will be awarded the degree certificate from their Home Institution which indicates that the work related to the degree has been conducted and in collaboration with the Host Institution. A similar testamur will be awarded by the Host Institution indicating that the Dual Doctoral Degree Project was conducted in collaboration with the Home Institution.

### 4. ADMISSION

Applicants will apply to their Home Institution for admission to the Dual Doctoral Degree Program. Applicants will be required to satisfy the requirements of, and be accepted by, both the Home and Host Institutions to secure admission to the Dual Doctoral Degree Program.

Admission also requires identification of Co-Supervisors from each of the Home Institution and the Host Institution, proof of satisfactory academic progress in the student's current PhD program and the review and approval of transfer credit before the student enters the Dual Doctoral Degree Program.

### 5. INTELLECTUAL PROPERTY

This Agreement does not transfer any interest in or rights to intellectual property of any Party.

It is envisaged that all intellectual property developed under a Dual Doctoral Degree Project will be dealt with by separate written agreement. In the absence of such separate written agreement, intellectual property developed within a Dual Doctoral Degree Project will be dealt with in accordance with the intellectual property ownership policies of the Home Institution.

The number of copies of the thesis to be deposited at each university depends on the respective regulations.

## **6. TERM**

The term of this Agreement will commence on the date of execution. The Agreement shall be in place for a period of five years, or for the duration of candidacy of all Program Students enrolled in the Dual Doctoral Degree Program, whichever ends later.

The Agreement may be extended by the mutual agreement in writing of the Parties under mutually agreed terms and conditions.

Either Party may terminate this Agreement at any time during the term, by the provision of six (6) months written 'notice of termination' to the other Party. Once the 'notice of termination' is issued, no new student will be enrolled under Dual Doctoral Degree Program. All students already enrolled under Dual Doctoral Degree Program at the time of the issue of notice of termination will be allowed to complete their Dual Doctoral Degree Project as per this Agreement.

## **7. CONFIDENTIALITY**

Each Party undertakes to respect the confidentiality of the other Party's confidential information.

Each Party is to treat all confidential information owned by the other Party which is specifically designated as confidential information in writing as confidential and shall not disclose or permit the same to be disclosed to a third party without the written authorisation of the owner of that confidential information. It shall be the responsibility of each Party to ensure that confidential information is only disclosed to those of its officers, employees or agents engaged in the performance of a scientific research program on a strictly "need to know basis" and have such officers, employees or agents sign written confidentiality undertakings as may be required.

## **8. VARIATION**

A provision of this Agreement may not be varied or modified except by a separate written instrument which is signed by a duly authorised signatory of each Party.

## **9. COMPLAINTS, MISCONDUCT AND DISPUTE RESOLUTION**

The procedure for complaints by a Program Student will be that which governs the institution where the subject matter of the complaint occurred.

Allegations of misconduct against a Program Student will be dealt with according to the regulations relating to the institution where the misconduct occurs.

Allegations of misconduct must be reported by either the Home Institution or Host Institution to the other institution.

The Parties agree to co-operate and in good faith attempt to resolve any disputes or differences ('Dispute') between them in relation to this Agreement in accordance with the succeeding provisions of this clause.

Any proceedings relating to a Dispute instituted against a Party shall be brought in the courts of the country where the defending Party currently resides and shall be governed by and construed in accordance with the law of the country where the defending Party currently resides.

Despite the existence of a Dispute, the Parties will continue to perform their obligations under this Agreement where reasonably able to do so.

#### 10. COORDINATORS:

To ensure the technical-administrative coordination of this Agreement, IITB hereby appoints Dean (International Relations) and Curtin hereby appoints Dean (Graduate Research School) or delegates as Coordinators in their respective Institutions.

It is incumbent on the Coordinators to provide solutions and to forward all academic and administrative issues that may occur during the effective term hereof, as well as to ensure supervision of the activities.

#### 11 GENERAL

This Agreement constitutes the entire agreement between the Parties in relation to the subject matter of this Agreement and any prior arrangements, agreements, representations or undertakings are superseded.

Each Party will be responsible for its own costs incurred in the preparation of this Agreement.

A reference to this Agreement includes any variation made under this section 10.

The rights and obligations of the Parties under this Agreement will not be assignable without the prior written permission of the other Party.

Each Party to this Agreement will enter into and execute all documents and deeds and do all acts as may be reasonably required by the other Party to effectively carry out the terms and intentions of this Agreement.

If any provision of this Agreement is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms.

Any failure by a Party to compel performance by other Parties of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions, or any other terms and conditions

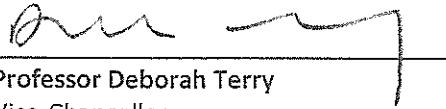
Nothing in this Agreement will be construed so as to make any Party an employee, agent or partner of another Party, or create any relationship of partnership, agency, or trust whatsoever.

Notices under this Agreement shall be to the addresses specified above of each of the Parties and shall be deemed given:

- a. In the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorised employee of the receiving Party;
- b. In the case of posting, seven calendar days after dispatch;
- c. In the case of email, on the next working day after notification of successful transmission.

This Agreement may be signed in any number of counterparts.

Signed for and on behalf of CURTIN UNIVERSITY OF TECHNOLOGY by



Professor Deborah Terry  
Vice-Chancellor  
Curtin University

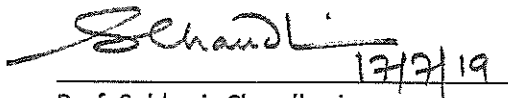
In the presence of



Signature of Witness

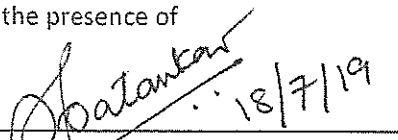
Name Georgia Drake

Signed for and on behalf of INDIAN INSTITUTE OF TECHNOLOGY BOMBAY by



Prof. Subhasis Chaudhuri  
Director  
IIT Bombay

In the presence of



Prof. Swati Patankar  
Dean (International Relations)  
IIT Bombay

## Schedule 1

### Agreement for the Establishment of a Dual Doctoral Degree Program between Curtin and IIT Bombay

#### A. SCOPE OF SCHEDULE 1

- a. Schedule 1 shall apply to Program Students admitted into the Dual Doctoral Degree Program unless superseded by a separate project agreement by mutual agreement of the Parties.

#### B. ADMISSION

- a. The Home Institution will admit a student as a full time research scholar as per the rules and regulations of the Home Institution and allocate a supervisor to the student.
- b. A student admitted to the Home Institution as a full time research scholar will have the option to apply to the Home Institution for the Dual Doctoral Degree Program after candidacy/confirmation of his or her PhD using the Form A.
- c. Each Party will provide the necessary enrolment information to the other Party, including, but not limited to, completing Form A and the Program Student's academic record.
- d. Enrolments into the Dual Doctoral Degree Program will not be considered complete until approved by the Dean (Academic Program) or equivalent of both Institutions.
- e. Program students visiting the Host Institution shall be enrolled as a doctoral student at the Host Institution.
- f. Program Students will be required to obtain and pay for appropriate health insurance whilst located at the Host Institution.
- g. Each Program Student must be eligible and able to obtain a visa and other related documents required for study at both institutions.
- h. Work undertaken by a Program Student at the Home Institution towards the completion of another award cannot be submitted as original work by the Program Student towards their Dual Doctoral Degree.
- i. Program Students will be enrolled full time and concurrently at both institutions for a minimum of 2 (two) years full time equivalent study load. This can be varied only in exceptional circumstances, after agreement by the Parties on the recommendation of the Supervisors of both Institutions. This recommendation is subject to the approval of the Dean (Academic Program) or equivalent of both Institutions.
- j. The maximum total duration of the program will be governed by the rules of the Home Institution. Extensions can only be granted in exceptional circumstances, after agreement by the Parties on the recommendation of the Supervisors of both institutions. This recommendation must be requested 6 (six) months before the end

of the enrolment period and is subject to the approval of the Dean (Academic Program) or equivalent of both Institutions.

- k. Both Parties shall be kept informed on changes relating to the enrolment status of each Program Student
- l. When IIT Bombay is the Home Institution, the students would be eligible to apply for this programme immediately after the confirmation of Ph.D. registration but not later than the third year of Ph.D. programme (at the time of their third Annual Progress Seminar).
- m. Home Institution will forward detailed academic record of the applicant along with Form A duly recommended by the Coordinator of the Home Institution to the Coordinator of the Host Institution.
- n. Host Institution will review the application and accepts the same if the applicant fulfils all the requirements of the Host Institution. The Host Institution may conduct video conferencing of the applicant(student), if required. If accepted by the Host Institution, Form A will be returned to the Home Institution with approval of the Coordinator of the Host Institution. Such approval is at the sole discretion of the Host Institution.
- o. Enrolment into the Dual Doctoral Degree Program will not be considered complete until approved by the Dean (Academic Program) or equivalent of both Institutions.
- p. Program students visiting the Host Institution shall be enrolled as a doctoral student at the Host Institution.

#### C. CONDUCT OF DUAL DOCTORAL DEGREE PROJECT

- a. Dual Doctoral Degree Students will undertake one body of work, submitting one thesis to be assessed in accordance with section F Examinations.
- b. Dual Doctoral Degree Projects will be conducted according to the requirements of the Home Institution, while complying with any relevant legislative requirements of the Host Institution.
- c. Once a research student is enrolled into the Dual Doctoral Degree Program, the research progress committee will be expanded to include Co-supervisors and additional members from the Host Institute in the area of the Ph.D. topic.
- d. Supervisors at both Parties shall be actively engaged in the Dual Doctoral Degree Project and with the Program Student for the duration of the Dual Doctoral Degree Project. It is expected that regular and timely meetings will be held with both Supervisors and the Program Student at appropriate intervals throughout the Dual Doctoral Degree Project.
- e. The Home Institution shall seek appropriate representation from the Host Institution within all activities, approvals, and assessment relating to the Dual Doctoral Degree Project, including representation on the doctoral thesis committee (or equivalent).



- f. The Home Institution shall provide copies of all documentation relating to the monitoring and assessment of the Program Student and the Dual Doctoral Degree Project to the Host Institution.
- g. In the event that a Program Student does not progress with their Dual Doctoral Degree Project for any reason, the Supervisors shall discuss the most appropriate action in accordance with the policies of the Home Institution, with any resulting action first being approved by the appropriate body at each of the institutions.
- h. If a Program Student does not progress or cannot, for academic or other reasons, continue their studies on the Dual Doctoral Degree Program, it is at the discretion of the Home Institution whether or not the period of study already completed on the Dual Doctoral Degree Program may be transferred towards an award from the Home Institution only.
- i. The Program Student shall spend a minimum of 1 (one) year and not more than 2 (two) years at the Host Institution.
- j. English versions of all formal reports and assessments shall be provided to both the Home Institution and the Host Institution.
- k. Program Students shall comply with any relevant health and safety requirements of the institution where they are located.
- l. Ethics approval shall be sought at both the Home Institution and the Host Institutions prior to confirmation of candidature for any research requiring such approval.
- m. While at the Host Institution the Program Student will have the rights, privileges and access to services available to other doctoral students at the institution.

#### D. FINANCIAL CONDITIONS

- a. Dual Doctoral Degree Program students will be required to pay tuition fees as per their category at the Home Institution, even while they are undertaking courses in the Host Institution.
- b. Subject to clause D.c, Dual Doctoral Degree Program Students whilst at the Host Institution shall be entitled to all of the financial benefits normally provided by the Host Institutions to their own students (including any living allowance to which the student is entitled).
- c. Confirmation is required prior to enrolment of adequate financial support for the Program Student during their candidature including funding for scholarship or other living expenses support as detailed in Form A.
- d. There will be no sharing of income derived from tuition fees between the Home Institution and Host Institution.
- e. The Program Student is responsible for the following:

- i. Fees at the Home Institution
  - ii. Appropriate health and travel insurance
  - iii. Travel and visa cost for visits to the Host Institution
  - iv. All personal expenses
- f. IIT Bombay and Curtin University will accept up to 15 students under the DDDP Program.

**E. WITHDRAWAL AND TERMINATION OF CANDIDATE:**

- a. The withdrawal or termination of candidature, confirmed in the Dual Doctoral Degree Program, shall be determined in accordance with the prevailing regulations of the Dual Doctoral Degree Program student's Home Institute and Host Institute.

**F. EXAMINATION**

- a. Program Students must submit to the Home Institution one thesis for examination.
- b. The Program student requires the recommendation of Supervisors from both institutions to submit a thesis.
- c. Program Students shall present the Ph.D. thesis in English unless otherwise agreed between the Parties.
- d. The date of submission of the thesis to the Home Institution shall be recorded as the date of submission at the Host Institution. The Home Institution is responsible for informing the Host Institution on the date of the thesis submission.
- e. The thesis will be examined according to the requirements of the Home Institution. The Host Institution may place additional requirements on the examination of the thesis. Such requirements may be detailed in section F.i of this Schedule or at the commencement of the project, where possible.
- f. The thesis must be examined by a minimum of two independent experts in the field external to both institutions.
- g. The Home Institution shall provide a copy of the thesis and all examiners reports (or equivalent) to the Host Institution for consideration and ratification.
- h. Each Program Student must provide the Host Institution with an agreed number of final copies of the thesis, including an electronic copy.
- i. When IIT Bombay is the Host Institute, the following applies, after the thesis is submitted:

Process Chart:

- A. If the evaluation process of the Home Institution has an external panel of examiners/referees, the panel is to be formed in consultation with the Co-

Supervisor.

- B. Referee reports to be shared by the Home Institution with the Co-Supervisor. The referee panel and their reports will be filed by the academic office.
- C. An oral presentation of the thesis has to be made with the Co-Supervisor participating either in person or through video conference.
- D. The final copy of the thesis prepared by taking into consideration comments of the referees and examiners and transcripts from Home Institute is to be sent by the Home Institution to the Host Institution as also a certificate that all the requirements of the Home Institution towards the award of the Ph.D. degree have been met.
- E. Once the Home Institution grants the Ph.D. certificate to the student, IITB can do so at the following Convocation. For this, the Dean AP (Academic Program) will first obtain inputs from the Convener PGAPEC, the IITB supervisor and also the Convener, DPGC of the relevant academic unit. Together with the above inputs and referee reports on the Ph.D. thesis (including the evaluation report of the Ph.D. oral), the Dean AP may recommend the granting of the dual-Ph.D. degree to the student in question.
- F. After the approval of the Director, the Senate to then ratify the above.

#### G. AWARD

- a. A Program Student who is deemed to have completed all award requirements will be awarded a Doctor of Philosophy (PhD) jointly by both institutions.
- b. Each institution will confer their own testamur which will acknowledge that the body of work contributing to the award was in collaboration with the other Party.
- c. The Home Institution may request priority to issue the award first, but shall not unnecessarily delay the award of the degree by the Host Institution.

**FORM A**  
**Dual Doctoral Degree Project Details**

<b>1. Program Student Details</b>	
Family Name	
Given Name	
Country of Citizenship	
Address	
Email	

<b>2. Institutions</b>	
<b>(a) Home Institution</b>	
i. Student no. at Home Institution	
ii. Enrolment Status at Home Institution	Applied/Offered/Accepted/Enrolled If Enrolled list enrolment date:
Date of Candidacy/Confirmation of Ph.D. at the Home Institution	
iii. Academic Unit (Faculty/School/Department)	
iv. Supervisor	
Name	
Position	
Full Contact Details	Email: Phone:
v. Designated Responsible Officer	
Name	
Position	
Full contact details	Email: Phone:
<b>(b) Host Institution</b>	
i. Student no. at Host Institution	
ii. Application Status at Host Institution	Applied/Offered/Accepted
iii. Academic Unit (Faculty/School/Department)	
iv. Supervisor	
Name	

Position	
Full Contact Details	Email: Phone:
v. Designated Responsible Officer	
Name	
Position	
Full Contact Details	Email: Phone:

<b>3. Proposed Research</b>	
(a) Proposed Thesis Title	
(b) Research Topic Description (Maximum 2 pages)	Attach separate document
(c) Language of Thesis	English unless otherwise agreed
4. Co-Supervision Agreement for Dual Ph.D. Degree	
Research Advisory Committee (Consent from the members be enclosed).	
Home Institution	Host Institution
Member 1	Member 1
Member 2	Member 2
Supervisor	Supervisor
Project costs	
Other costs (provide details)	
Academic Requirements (Course work, Seminar, etc.)	

<b>5. Proposed Dates</b>	
(a) Commencement of Concurrent Enrolment	
(b) Expected Dates at: Note: A minimum of 12 months must be spent at each institution.	
i. Home Institution	
ii. Host Institution	

<b>6. Financial Commitments</b>	Detail who will provide (Home/Host/Student)
(a) Scholarship living stipend	

i. Name of Scholarship	
ii. Institution providing Scholarship (Home/Host)	
iii. Amount	
(b) Tuition Fee	
(c) Health Insurance	
(d) Travel	
<b>7. Ethics Provisions</b>	
(a) Details of Ethics approvals	
i. Home Institution	
ii. Host Institution	

<b>8. Special Conditions</b>	
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<b>9. Name of Award to be Conferred</b>	
i. Home Institution	
ii. Host Institution	

Signed for and on behalf of

<b>CURTIN UNIVERSITY by</b>	<b>INDIAN INSTITUTE OF TECHNOLOGY BOMBAY by</b>
Signature	Signature
Name	Name
Date	Date

<p><b>Host Institution Supervisor:</b> I confirm that the particulars of this Form A are correct and hereby agreed.</p> <p>Signature: ..... Date: .....</p> <p>Full Name (please print): .....</p>
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**Home Institution Supervisor:**

I confirm that the particulars of this Form A are correct and hereby agreed.

Signature: ..... Date: .....

Full Name (please print): .....

**Program Student:**

I confirm that the particulars of this Form A are correct and hereby agreed.

Signature: ..... Date: .....

Full Name (please print): .....