



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 493875

COLLABORATIVE PHD DEGREE PROGRAM

BETWEEN

NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR

AND

TCG Centres for Research and Education in Science and Technology

*[Handwritten signature]*



62071

NAME.....  
ADD.....  
Rs.....  
18 AUG 2021  
SURANJAN MUKHERJEE  
Licensed Signatory Vendor  
C. C. Ekart  
2 & 3, R. S. Roy Road, Kol 1



18 AUG 2021

18 AUG 2021





# AGREEMENT FOR COLLABORATIVE PHD DEGREE PROGRAM

Between

**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

And

**TCG Centres for Research and Education in Science and Technology**

**Agreement for Collaborative Degree Program: Doctor of Philosophy**

THIS AGREEMENT is made on 7 October 2021 (Effective Date)

**BETWEEN:**

(1) **NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**, an educational institution created by an Act of Parliament and having its principal address at Mahatma Gandhi Avenue, Durgapur 713209, West Bengal ("NITD").

And

(2) **TCG Centres for Research and Education in Science and Technology**, having its principal address at 1st Floor, Tower 1, Bengal Eco Intelligent Park, Block EM, Plot No 3, Sector V, Salt Lake, Kolkata 700091 (TCG CREST)

The expression Institution shall mean either "NITD" or "TCG CREST", **Party** means a party to this Agreement and **Parties** means both parties to this Agreement.

**WHEREAS:**

1) On DD/MM/YY the Parties entered into this Agreement to develop academic and student exchange through a Collaborative PhD Degree Program (CPDP) of Doctor of Philosophy (PhD) whereby students who successfully complete the CPDP will be awarded a collaborative degree for the one thesis with the testamurs/certificates from NITD clearly indicating the collaborative nature of the degrees as outlined in Clause 10.

2) By entering into this Agreement, the Parties agree to offer Collaborative Degree Programs at PhD level in all areas of research in accordance with the terms and conditions set out in this Agreement. To begin with, the Collaborative Degree Programs at PhD level may take place in the Departments of Mathematics, Metallurgical & Materials Engineering, Physics, Humanities & Social Sciences and Computer Science & Engineering..

## ABBREVIATIONS

CPDP: Collaborative PhD Degree Program

PhD: Doctor of Philosophy

DSC: Doctoral Scrutiny Committee

DRPC: Departmental Research Program Committee

HoD: Head of the Department





## NOW IT IS HEREBY AGREED AS FOLLOWS:

### 1. COLLABORATIVE PHD DEGREE PROGRAM STRUCTURE AND ADMISSION

1.1 The Institution admitting a student to the CPDP shall be called the Lead Institution for that student, and the other institution shall be called the Partner Institution. The admission to the CPDP shall be subjected to the normal application and selection criteria and other entrance requirements for entry as per the PhD Regulations of the Lead institute. The selection committee for admission to the CPDP with TCG CREST as the Lead Institution shall include faculty members from both parties through physical or online presence. The students with TCG CREST as the Lead Institution will be awarded fellowship by TCG CREST. Students finally selected into the CPDP shall be enrolled at both Institutions.

1.2 The grade cards and transcripts shall be awarded by NITD.

1.3 A joint committee formed for admission will decide on the supervisors from both institutes. The thesis shall be supervised jointly. However, the supervisor at the NITD will be the main supervisor and that from the Partner Institution, TCG CREST, shall be the co-supervisor for the student.

1.4 Credits earned at one institution/organization shall be accepted by the partner and/or other institution/organization.

1.5 The CPDP shall conform to the PhD Regulations of NITD in all respect unless specified otherwise in the MoU.

### 2. DOCTORAL SCRUTINY COMMITTEE:

2.1 A Doctoral Scrutiny Committee (DSC) shall be set up for each CPDP student to support and monitor progress of the CPDP student throughout the candidature until the thesis has been submitted and defended successfully.

2.2 The DSC shall be constituted as per the norms in the PhD Regulations of NITD. Co-supervisor(s) from the Partner Institution and one additional member (if required) from TCG Crest will also be the members of DSC.

### 3. COURSEWORK REQUIREMENTS

The CPDP student shall satisfy the minimum academic coursework requirements specified in the PhD Regulations of NITD. Additional courses may be taken when recommended by the DSC. If a CPDP student credits a course in one institution, the credits will be automatically transferred to the other institution and will be counted towards the degree requirement.

### 4. REGISTRATION OF PHD CANDIDATURE

4.1 The CPDP student shall be required to meet the mandatory requirements for Registration of the PhD candidature as per the norms specified in the PhD Regulations of NITD.

### 5. PROGRESS MEETING /SYNOPSIS /THESIS

5.1 CPDP students shall follow the PhD Regulations of NITD for monitoring their progress, submission of synopsis, submission and evaluation of the thesis, and the final viva voce/defence.

### 6. TIME DURATION

6.1 The time duration for the PhD study in CPDP shall be guided by the PhD Regulations of NITD.

### 7. FEES

7.1 The CPDP student with NITD as the Lead Institution shall pay all fees to NITD as per norms. For TCG CREST, the students will pay the library, examination, PhD registration and Thesis submission fee to NITD as per the existing norms towards expenditure for academic administration. If such students have to spend semesters in NITD, they will pay all applicable fees to NITD as per norms for NITD students.





## 8. WITHDRAWAL AND TERMINATION OF CANDIDATURE

The PhD Regulations of NITD shall be applicable.

## 9. THESIS REVIEW & VIVA VOCE EXAMINATION

9.1 Evaluation of thesis by external examiners and the final viva-voice examination/defence shall be conducted as per the norms of the PhD Regulations of NITD

9.2 The language of the thesis and the viva voce examination shall be English.

## 10. AWARD OF DEGREE

The degree certificate shall be awarded by NITD to all students in CPDP, and shall clearly indicate that the degree was offered in collaboration with TCG CREST. Sample certificates are attached to this Agreement (Annexure-I).

## 11. STUDENT OBLIGATIONS

11.1 All CPDP students shall be subjected to the PhD Regulations of NITD with respect to academics and academic administration. For TCG CREST, the PhD Regulations of TCG CREST shall also be applicable to the students additionally.

## 12. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

12.1 All intellectual property held by a Party prior to, or outside of, entering into this Agreement that is disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced ('background intellectual property') shall remain the property of the Party introducing or disclosing it. However, that Party grants the CPDP student and/or the other Party a licence to use such intellectual property for any purpose associated with the CPDP.

12.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by the Lead Institution or by the Partner Institution respectively, that is not background intellectual property or intellectual property created under clause 12.3, will belong to that Institution and may not be made use of except with that Institution's prior written consent.

12.3 Where the Institutions jointly develop intellectual property, inventions and innovations as a result of the research work of the CPDP student working under the supervision of the supervisor and co-supervisor 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) will be negotiated on a case-by-case basis having due regard for each Institutions policies and governance requirements and the terms and conditions imposed by any individual funding agencies or grant-making organizations. The Parties preference for such case-by-case agreements will be that the intellectual property rights created in the course of the CPDP will vest in each Institution in equal shares and that each Party may use such jointly-owned intellectual property for internal, non-commercial research and educational purposes. 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.

12.4 Nothing in this Agreement will inhibit the right of a CPDP student to have their thesis examined and a copy of his/her thesis lodged in the library of each Institution (including a digital copy).

12.5 Notwithstanding anything to the contrary in clause 12.3, each CPDP student shall own the copyright in his/her thesis.

12.6 The provisions of this clause 12 will survive beyond the termination of this Agreement

## 13. CONFIDENTIALITY

13.1 When receiving confidential information, the receiving Party must ensure that all employees, students or agents to





whom the confidential information is disclosed are bound to keep the confidential information confidential and not to use the confidential information except for the CPDP.

13.2 The obligations of confidentiality in this clause 13 do not apply to information which may be required to be disclosed by law, is in the public domain other than by breach of this Agreement, or has been independently developed or obtained by the receiving Party.

13.3 Each Party agrees that personal information about CPDP students will be collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policies applicable to that Party.

#### 14. AMENDMENTS

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

#### 15. TERM OF AGREEMENT

15.1 This Agreement shall commence on the Effective Date and shall remain in force for a period of five (5) years. Thereafter, it shall renew itself automatically for successive periods of five (5) years unless either Party gives the other Party not less than six (6) months' notice in writing of its desire to terminate this Agreement, at any time during the initial or the relevant extended period.

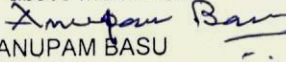
15.2 Both Parties agree that in the event this Agreement is terminated for any reason, the Parties shall use their best endeavours to allow all CPDP students already enrolled in the CPDP who are eligible to complete their candidature, to continue and complete the requirements for the CPDP in which they are enrolled, and to be awarded the collaborative degree upon successful completion of the CPDP. If it is not possible for a CPDP student to satisfy the requirements of and complete the CPDP, the Parties shall endeavour to allow that CPDP student, at his/her election, to complete the requirements for a single PhD degree at the Lead Institution subject to the requirements of the relevant Institution. The Parties agree that such a JOP student shall be given credit for all relevant units previously undertaken by the CPDP student at the other Institution as part of the CPDP in accordance with the policies and protocols of the Institution where the CPDP student will complete the requirements of his/her PhD.

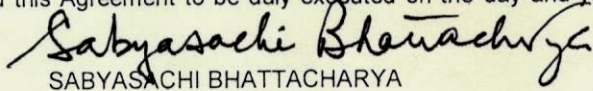
15.3 If the Agreement is terminated and if the CPDP student continues his/her candidature either on a collaborative degree basis or as a single PhD degree at one or other of the institutions, the Parties agree that the CPDP student shall continue to have access to the background intellectual property as described in clause 12.1 and confidential information to the extent *necessary* for the student to complete the CPDP or a PhD at either Institution.

#### 16. DISPUTE RESOLUTION


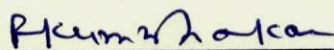
The Calcutta High Court shall have the exclusive jurisdiction on matters arising out of this MoU.

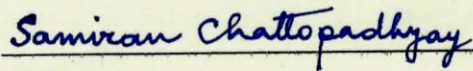
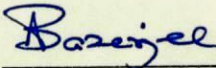
**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be duly executed on the day and year first above mentioned.

  
ANUPAM BASU  
Director  
National Institute of Technology Durgapur  
Mahatma Gandhi Avenue, Durgapur-713209  
West Bengal

  
SABYASACHI BHATTACHARYA  
Director  
TCG Centres for Research and Education in Science  
and Technology (TCG CREST)  
1st Floor, Tower 1, Bengal Eco Intelligent Park,  
Block EM, Plot No 3, Sector V, Salt Lake, Kolkata 700091

WITNESSES

1.   
2. 

1.   
2. 

Date: 7 October 2021

Place: Durgapur

