

AGREEMENT ON A DUAL DOCTORAL DEGREE PROGRAM
BETWEEN
THE DEPARTMENTS OF COMPUTER SCIENCE AND ENGINEERING AND ELECTRICAL
ENGINEERING,
INDIAN INSTITUTE OF TECHNOLOGY, KANPUR, INDIA (“IITK”) AND
DEPARTMENT OF ELECTRICAL AND COMPUTER ENGINEERING,
TANDON SCHOOL OF ENGINEERING, NEW YORK UNIVERSITY, USA (“NYU”)

WHEREAS both parties wish to collaborate in doctoral education in the era of globalization in science and technology;

NOW, THEREFORE, this Dual Doctoral Degree Program Agreement (the “Agreement”) between The Indian Institute of Technology, Kanpur (“IITK”), and New York University, New York, USA, on behalf of its Department of Electrical and Computer Engineering, Tandon School of Engineering (“NYU”) sets the framework for the Dual Ph.D. degree program between the two institutions.

This agreement only applies to the Department of Electrical and Computer Engineering Ph.D. in New York and does not apply to any other school/program or location.

1. Dual Doctoral Program (hereafter referred to as “DD program”)

The DD program shall be a program in which two separate degree certificates will be awarded for the one degree by the respective institutions in line with their respective protocols/styles. The wording in both degree certificates must indicate unambiguously that the degree is being awarded in partnership with the respective partner institution.

2. Selection Criteria

The students participating in the DD program, during the term of this Agreement will be selected initially by the home university as per the admission criteria prevalent at that time, and then apply to the host university. The host university will make final admission decisions with respect to admission to the host university. Applications each year must meet the deadlines designated by each university.

3. Student Status

Students who wish to obtain a dual-doctoral degree (hereafter referred to as “DD Student”), unless otherwise determined by the host university, will be of regular student's status and must follow enrollment procedures by the date designated by the host university.

4. Period of Study

As a general rule, the period of study for the DD PhD program shall be at least four years. However, this may be altered upon approval by both universities. The DD student's period of study must include a minimal stay at the home university for four academic semesters, and at the host university for another four academic semesters.

5. Requirements for Completion of a Program

The DD student shall take courses and fulfill the requirements for completion of the graduate Ph.D. program at both universities to obtain a degree from each respective institution. Each institution shall, in accordance with its institutional norms and procedures, as applicable from time to time, independently apply the requirements in place the students need to fulfill in order to be granted their respective degrees. Only those students who have successfully completed all of NYU graduation requirement courses and examinations and IITK graduation requirement courses and examinations will be eligible for the award of a Ph.D. degree from both institutions.

6. Course Registration at the Host University

Course registration and examinations are implemented in accordance with the regulation of the host university generally applicable to all their students.

7. Conferring Grades and Credits at the Host University

Each institution shall evaluate grades and confer credits for the courses that the DD students are enrolled in accordance with its own regulations and policies.

8. Credits for Graduation and Credit Transfers

For students to meet the NYU Ph.D. requirement, the student must take at least 24 credits in courses/projects (beyond MS degree) and at least 21 credits in dissertation unless otherwise determined by NYU in its sole discretion. The DD student can transfer up to 9 credits (beyond the 30 credits for the MS degree) earned at IITK to NYU.

9. Qualification Examination

For students with IITK as the home institution, the student shall pass the IITK Doctoral Qualification Exams as per the timeline laid down in the IITK post graduate (PG) manual from time to time.

For students with NYU as the home or host institution, the student shall pass the NYU Doctoral Qualification Exams, as administered by the NYU ECE department, as per the timeline laid down by NYU for such examinations from time to time.

Regulations regarding the qualifying exam may be amended periodically both at NYU and IITK and are available in the public domain on their respective websites.

10. System for Research Supervision

Both Universities shall select a supervisor for the DD student upon consultation prior to accepting the student.

Supervisors from both universities shall supervise the student. The supervisor at the host university shall actively supervise the student regarding credit accumulation and research at the host university and ask the student reporting their status of enrollment and research progress to the home university supervisor.

11. Academic Thesis and Examinations

When applying for the Ph.D. degree, a Ph.D. dissertation shall be written in English. The final examination (including oral defense and examinations of the thesis) of the doctoral program shall be conducted in English, and the degree shall be awarded from each university pursuant to the regulations concerning the degree at each university.

12. Doctoral Academic/Ph.D. Guidance Committee

The two institutions will jointly organize a Thesis Committee to examine the thesis. The formation of the committee will follow the policies of IITK and NYU. Each institution will also be entitled to evaluate the thesis and confer a degree in its own discretion and without input from the other institution.

13. Stipend, Examination Fees, Matriculation fees, Health Insurance, and Other Necessary Fees

Admission to the NYU PhD program is contingent on there being a sponsoring faculty member who takes on the responsibility for advising and financially supporting the student. Continued financial support for the student at NYU will be contingent on satisfactory academic progress and the availability of funds.

Stipend: The sponsoring faculty at NYU will offer stipend through his or her grants or by a fellowship, if applicable, during the DD student's period of study at NYU.

Tuition and other fees: The host institution will charge all tuition and applicable fees directly to admitted DD students at the address provided on their application. These charges will be covered by the sponsoring faculty through his or her grants or by a fellowship, if applicable.

Health Insurance: The DD student shall purchase the health insurance required by the host institution. The cost of any health insurance required will be covered by his or her grants or by a fellowship, if applicable.

Travel: Each DD student is responsible for making personal travel arrangements related to the DD program.

Student Financial Responsibilities: Each DD student is fully responsible for all personal expenses related to the DD program, including but not limited to textbooks and supplies.

14. Student Behavior

Each DD program student will abide by the laws and customs of the host country and by the policies and

regulations of the host institution while at the host institution.

The host institution will have the right to terminate the participation of any student in the DD program (and in any other program, service or benefit of the host institution) if at any time, and in the sole judgment of the host institution, such student fails to maintain satisfactory academic performance or violates the conduct standards of the host institution.

Students will be responsible for arranging the necessary visa for admission to the USA or India, as applicable. The host institution will provide students with formal letters of admission and other documents as may be required for establishing student status for visa and other purposes.

15. Housing

Whenever possible, the host institution will endeavor to place DD students in university-affiliated housing facilities. However, the availability of such housing cannot be guaranteed. In the event that the host institution cannot offer university-affiliated housing to the DD students, then the host institution will provide information about alternate housing and provide reasonable assistance in locating housing.

16. Term; Termination; Assignment

This agreement will be effective from the date of signing (“Effective Date”) by both parties. Both universities shall consult each other if the situation arises in which the agreement is found to need revision or termination. This Agreement will be effective as of the Effective Date and will remain in force for a period of five (5) years, unless otherwise terminated prior to such date. This Agreement may not be amended or modified, except through a written instrument signed by both all of the parties. This Agreement may be renewed, subject to the written approval of both institutions.

Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either a party without the prior written consent of the other institution. Any purported assignment or transfer without such prior written consent will be null and void.

If either party desires to terminate the agreement, it must inform the other parties in writing at least one (1) year prior to the effective date of termination. It is provided, however, that such termination will not take effect as to DD students already enrolled as of the notice date; these DD students will have the opportunity to complete the DD program.

A party adversely affected by a material breach of this Agreement by the another party may terminate this Agreement if the breach has not been cured thirty (30) days after the non-breaching party gives notice of the breach to the breaching party, provided that this Agreement will remain in force (but only to the extent necessary) until such time as all DD students enrolled in the DD program at the time of termination have completed their studies or withdrawn or other arrangements have been made to safeguard the best interests of those students for

the remainder of their respective semesters.

17. Publicity

Within the context of this MoU neither party will use the name, logo, trademark or other designation of the other party or any of its affiliates (including, in the case of NYU, any school, college, division, department or other unit of NYU or its affiliates) for any purpose, including without limitation in any marketing, advertising or publicity materials, without such party's prior written consent, provided that the parties may use such designations on internal websites and in materials distributed internally to advertise or provide information about the DD program.

18. Relationship of the Parties

Nothing contained in this Agreement will be deemed to create any agency, partnership or joint venture between the parties, it being understood that each party is performing services and fulfilling its obligations hereunder as an independent contractor of the other parties. No party will have any right or authority to contract or otherwise create any obligation or responsibility, express or implied, in the name of or on behalf of the other party, except as explicitly provided herein.

19. Indemnification and Insurance

Each party (the "Indemnifying Party") hereby indemnifies and holds harmless the other party and its respective trustees, officers, employees, agents, representatives and students (each an "Indemnitee") from and against any and all losses, damages, liabilities, penalties, costs and expenses (including reasonable attorneys' fees) of any kind or nature for any claim, demand, action, suit, prosecution or proceeding including but not limited to any claim based on personal or bodily injury (including death) or property loss or damage, caused by, resulting from, arising out of, or occurring in connection with: (i) the negligent acts or omissions of the Indemnifying Party, its agents, servants, or employees and (ii) the breach of any applicable law or any representation, warranty or term in this Agreement by Indemnitee, its agents, servants or employees. Any liability or obligation incurred under this section prior to any termination, expiration or cancellation of this Agreement will survive such termination, expiration or cancellation of this Agreement.

The Indemnitee will provide the Indemnifying Party with notice of a claim for indemnification under this section. In the event the Indemnifying Party fails to prosecute and conduct the defense diligently and in good faith, the Indemnitee may take any and all actions at the Indemnifying Party's expense that it deems necessary or desirable to preserve its rights with respect to such claim, including the right (but not the obligation) to engage counsel and defend, compromise or settle such claim, without waiving or otherwise limiting its rights under this section. The Indemnifying Party will consult with the Indemnitee and at all times keep the Indemnitee informed of all material matters relating to its indemnification of that Indemnitee, including compromise or settlement of any claim. The Indemnitee will be entitled to participate in any litigation and/or negotiations relating to any

compromise or settlement with counsel of its own choice. The Indemnifying Party will not agree to any compromise or settlement of any third-party claim, or permit a default or consent to entry of any judgment in respect of such claim, without the Indemnitee's prior written consent.

20. Discrimination

In connection with the DD program, no party will discriminate against any person involved with the DD program on the basis of sex, gender, gender identity or expression, sexual orientation, race, color, creed, ethnicity, religion, national origin, age, veteran or military status, marital or parental status, citizenship status, disability or any other legally protected status.

21. Force Majeure

No party will be responsible for a failure or delay in performing any obligation hereunder (except with respect to any obligation to pay money) due to causes beyond its reasonable control and not resulting from its fault or negligence, including, without limitation, acts of God, war, governmental orders or restrictions, natural catastrophe, or power outage, provided that the party affected by such force majeure event provides prompt written notice thereof to the other party, uses commercially reasonable efforts to mitigate the effect of such force majeure event and resumes performance as soon as possible. A party will have the right to terminate this Agreement if a force majeure event delays or prevents the other party's performance for a period of more than fifteen (15) days.

22. Notices

Any notice or other communication given under this Agreement will be in writing and signed by or on behalf of the party giving it and will be served by delivering it personally or sending it by registered airmail or fax to the address and to the attention of the relevant party set out below (or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party):

If to NYU: Department of Electrical Engineering,
TANDON SCHOOL OF ENGINEERING, NEW YORK UNIVERSITY,
SIX METROTECH CENTER
BROOKLYN, NY 11201
USA

With a copy to: Office of the General Counsel
New York University
70 Washington Square South, 11th Floor
New York, NY 10012 USA
ATTN: General Counsel

FACSIMILE: +1 212 995 3048

If to IITK: Office of International Relations
Room No. 301, Academic Affairs Building,
INDIAN INSTITUTE OF TECHNOLOGY,
KANPUR - 208016, INDIA

Any such notice will be deemed to have been received: (i) if delivered personally, at the time of delivery; (ii) in the case of registered airmail, five (5) Business Days (as hereinafter defined) from the date of posting; and (iii) in the case of fax, at the time of transmission provided that a transmission report is generated by the sending fax machine confirming that the fax was sent to the proper number and that all pages were successfully transmitted.

23. Facilities

Each institution represents warrants and agrees that the classroom, office and any ancillary facilities to be used by participants in connection with the DD program are and will remain in compliance with all applicable building, fire, health and similar safety codes and with the requirements of all applicable fire, property and other insurance policies maintained by the institution.

24. Confidentiality

Each party (a "Receiving Party") will hold in confidence and will not directly or indirectly disclose to any person or use for its own benefit any information provided by the other party (a "Disclosing Party") or otherwise obtained or developed by the Receiving Party as a result of this Agreement that is confidential or proprietary in nature to the Disclosing Party, whether written, verbal or in any other form, including without limitation any information that relates to the employees, students, research and development, plans, business affairs, finances, fundraising, marketing, property, records, contracts, processes, techniques, inventions, trade secrets or know-how of the Disclosing Party, including, without limitation, any education records as defined under the Family Educational Rights and Privacy Act and any information provided by NYU students to City University ("Confidential Information"). The Receiving Party will only disclose the Confidential Information to those of its employees and advisors who need to know such Confidential Information in order for the Receiving Party to carry out its obligations hereunder, provided that such employees and advisors have agreed in writing to be bound by the confidentiality obligations set forth herein or are bound by an agreement with the Receiving Party on terms no less stringent than those set forth herein and have been informed of their confidentiality obligations hereunder. The Receiving Party acknowledges that all right, title and interest in the Confidential Information remains the sole property of the Disclosing Party, and that the Receiving Party will not obtain any such right, title and interest by virtue of this Agreement or otherwise. Upon termination of this Agreement, the Receiving Party will, at the Disclosing Party's option, either return to the Disclosing Party any and all Confidential Information and any copies thereof or will destroy such Confidential Information and copies and certify such destruction in

writing to the Disclosing Party. The obligations of confidentiality set forth in this provision will not apply to information that (a) is or comes to be in the public domain other than as a consequence of a breach of this Agreement by the Receiving Party, (b) at the time of disclosure was known to the Receiving Party through lawful means, (c) is obtained by the Receiving Party after the time of disclosure from a third party who is free to make such disclosure without restriction, (d) was independently developed by an employee of the Receiving Party that has not had access directly or indirectly to Confidential Information, or (e) is disclosed pursuant to a lawful order or request of a court, administrative or accrediting agency, or other governmental or regulatory body having jurisdiction over the Receiving Party; provided, that the Receiving Party will give prompt written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure and, in the event that the Disclosing Party is unable to prevent or restrict such disclosure, will only disclose that portion of the Confidential Information that it is legally required to disclose. The Receiving Party agrees that the loss arising from a breach of the foregoing confidentiality obligations cannot adequately be compensated solely by money damages and will cause the Disclosing Party to suffer irreparable harm, that a remedy at law for such breach would not be adequate and that the Disclosing Party will be entitled to seek injunctive relief for such breach in addition to all other remedies that might be available to it. Each Party acknowledges that, to the extent that it creates or obtains information from any education records (as defined under FERPA) in connection with its performance under this Agreement, it will fully comply with the requirements of FERPA and will promptly use best efforts to facilitate NYU's compliance. IITK acknowledges that it has reviewed NYU's FERPA Guidelines, which are available at www.nyu.edu/apr/ferpa.htm.

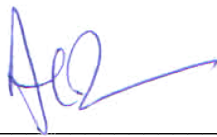
25. Governing Law and Dispute Resolution

Each party will use its best efforts to negotiate in good faith and resolve any dispute that may arise out of or in connection with this Agreement or any breach of this Agreement. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York will have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, the parties to this Agreement submit to the jurisdiction of those courts, including, but not limited to, the in personam jurisdiction of those courts, waive any objection to such jurisdiction on the grounds of venue or forum non conveniens, or the absence of in personam jurisdiction, consent to service of process by mail in accordance with the notice provisions contained in this Agreement or any other manner permitted by law.

26. Miscellaneous

The Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all prior terms, conditions, agreements and undertakings, both written and oral, between the parties with respect to the matters contained herein. No waiver of any term or condition of this Agreement will be construed as a continuing waiver of that term or condition or a waiver of any other term or condition of the Agreement. If any provision of this Agreement is determined to be invalid, void, illegal or

unenforceable in any respect, the remaining provisions hereof will continue in full force and effect; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction. This Agreement is not for the benefit of any third party. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The headings used herein are for convenience of reference only, are not part of this Agreement and will not affect the construction of, or be taken into consideration in interpreting, this Agreement. This agreement will be signed and valid in English only.



Achla Raina, Dean
Academic Affairs
Indian Institute of Technology Kanpur,
Kanpur, India

DATE: September 10, 2020



Jelena Kovacevic, Dean
Tandon School of Engineering
New York University

DATE: September 14, 2020