



NARESUAN UNIVERSITY



HINDUSTAN
INSTITUTE OF TECHNOLOGY & SCIENCE
(DEEMED TO BE UNIVERSITY)

**MEMORANDUM OF AGREEMENT
Dual Degree Programme (Master and PhD)**

Name of partner(s): Naresuan University and Hindustan Institute of Technology & Science

Qualification and title:

- Doctor of Philosophy (PhD) at Hindustan Institute of Technology & Science and Naresuan University
- Master Degree at Hindustan Institute of Technology & Science and Naresuan University

This **AGREEMENT** is made:

BETWEEN

NARESUAN UNIVERSITY, a government university accredited by Ministry of Higher Education, Science, Research and Innovation, Thailand which is a comprehensive university located in Phitsanulok, Thailand

Hereinafter referred to as "NU".

And

Hindustan Institute of Technology & Science (HITS), an Institute incorporated in Chennai, India and having its Registered Office at 40, G.S.T Road, St. Thomas Mount, Chennai - 600 016. India

hereinafter referred to as "HITS".

(Hereinafter referred to singularly as "the Institution" and collectively as "the Institutions"),

WHEREAS:

NU and HITS are desirous to collaborate on the development of Dual Degree Programme (Master and PhD) in the areas as mentioned in Part 1 of Annexure A of this Agreement, on the terms and conditions as specified hereunder:

1. QUALIFICATION AND TITLE OF AWARD

- (a) This is a written agreement between NU and HITS which proposed that a cooperation to be established relating to the development of a Dual PhD and Dual Master award by the Institutions.
- (b) The programmes will lead to a PhD and Master Degree award of NU and HITS.
- (c) This agreement is specifically limited to the programme of Dual PhD and Dual Master. Any further programmes will be subject to a further agreement. NU and HITS will not support any serial arrangements (whereby the Institution offers the approved collaborative provision, or assigns delegated powers, elsewhere through an arrangement

of its own). The agreement confirms the rights and obligations of both NU and HITS covering both the relationship of NU and HITS and aspects of the relationship relating to the programme in the areas as stated in the Annexure A.

2. RECRUITMENT AND ADMISSION

- (a) The academic and English language admission requirements for all programmes shall be either those of NU or HITS and must be fulfilled prior to joining the programme. The minimum English language requirement is 6.0 for IELTS or equivalent. Candidates with lower English proficiency must pass the HITS Postgraduate Intensive English (PIE) or equivalent English courses at NU. Candidates who have passed English proficiency course equivalent to PIE from either university can be considered for admission into this programme.
- (b) Both Institutions must mutually agree on the admission and recruitment of students into the programme.

3. REGISTRATION AND MAINTENANCE OF STUDENT RECORDS

- (a) The students selected for these programmes will be enrolled at both NU and HITS.
- (b) The students will register as full-time students at both Institutions.
- (c) In the unlikely event of irreconcilable differences between both Institutions' regulations, each Institution shall retain the right to award a degree in line with its own regulations.
- (d) NU and HITS will maintain records relating to the student subject to this agreement in accordance with the standard procedures of each programme at each Institution.
- (e) Both Institutions will provide each other with information on the student's academic record when requested.

4. DURATION OF STUDY

The duration of study shall be as follows:

Programme	Duration	Minimum Residential at Each Institution
Dual PhD	2 - 5 years	2 semesters / 12 months
Dual Master	1 - 3 years	1 semesters / 6 months

5. MANAGEMENT OF PROGRAMMES

- (a) Management of the programmes will be in accordance with NU's and HITS's standard arrangements for each programme.
- (b) All students accepted for admission must be informed of their programme requirements at the time the offer of admission is made.
- (c) It would normally be expected that supervisors (both at NU and HITS) have been identified and the students be notified at the same time that the offer of admission is made. Students registered under these arrangements will be subject to the same supervisory requirements as students based wholly at a single Institution.
- (d) Members of the supervisory committee/advisory committee shall comprise at least 1 supervisor from each Institution.
- (e) In accepting students who will be required to study abroad, it is the responsibility of the Heads of School at NU and HITS to ensure that the essential facilities at the collaborating Institutions are suitable and will allow the students to conduct their research at a satisfactory level. In addition, the Head of School should ensure that, as

far as can reasonably be foreseen, the facilities and resources will continue to be available for the duration of the students' period of registered study.

- (f) The progress of all students registered under these arrangements must be formally reviewed in accordance with NU and HITS regulations and in the same manner as students studying at each Institution.
- (g) Research students who find themselves without supervision or who are unhappy with their supervision should discuss the matter with their principal supervisor and/or local supervisor in the first instance or, if this is inappropriate, with Dean of Graduate School at NU, and the Director, Research at HITS.
- (h) It is the responsibility of the Head of School, in conjunction with supervisors and the School Postgraduate Student Advisor/Coordinator, to identify the training needs of individual student, to ensure the needs are met and to determine the means by which they are met.
- (i) Credit transfer is allowed for equivalent or similar courses, and students may be asked to do additional courses subject to the specific programme's requirements. Non-credit course including seminar and comprehensive examination are allowed to be credit transfer.
- (j) The thesis proposal has to be approved by supervisor from both NU and HITS before conducting the research.
- (k) For PhD students, comprehensive or qualification examination (whichever is required by each Institution) has to be performed no later than the 4th semester either at HITS or NU.
- (l) The language of assessment (i.e. the thesis and the viva voce examination) shall be in English. The language in which the research is carried out shall be in English.
- (m) For each student, the Institutions will execute a Candidate Schedule form (Schedule 1) which sets out the details of the candidature. Each student will undertake his or her study in accordance with this Agreement and the additional provisions stated in the Candidate Schedule.
- (n) This agreement shall take effect from the Second Semester 2020/2021 academic year.

6. RULES AND REGULATIONS

- (a) The student shall be subject to the rules and regulations of both NU and HITS.
- (b) In the event of an irreconcilable difference between the regulations at NU and HITS which prevents the awarding of a dual degree under the terms of this Agreement, the student shall have two options:
 - i. To continue the programme at one of the Institutions only, following that Institution's regulations, and receive a single degree;
 - ii. To comply with the regulations of both Institutions, which may involve additional work and additional assessment, in order to receive Dual degree awards from both Institutions.

7. ASSESSMENT

- (a) The student must produce a thesis that meets the following requirements:
 - i. The language of the thesis must be in English.
 - ii. The format of the thesis shall be according to the guidelines of NU or HITS depending on where the thesis is to be submitted.

- iii. Depending on where the thesis is to be submitted, NU or HITS shall be responsible in forming an Examination Committee/Board, for the purpose of submitting the thesis to the Examiners, and (via the host department) arranging the viva voce examination (following standard practice).
- iv. Submission of bound theses shall be made to both NU and HITS, and each Institution should receive a copy of the bound thesis in addition to those required by the Examiners for use as a Library copy.
- v. The name of both NU and HITS must be present in the thesis's preliminary page.
- vi. In addition to the above copies, an electronic copy of the final version of the thesis will be submitted to both Institutions following the final approval of the thesis by the examiners. Submission to HITS must follow HITS's format.

8. APPOINTMENT OF EXAMINATION COMMITTEE/BOARD

The examination committee comprises at least three (3) persons including two (2) internal examiners appointed by each Institution and one (1) external examiner shall be independent of both Institutions. All nominations shall be subject to approval by the relevant authorities in both Institutions. Examination costs (including but not limited to Examiners' expenditure), if required, will be borne by the institution where the examination will be conducted.

9. COMPLAINTS, APPEALS AND OFFENCES

- (a) Complaints and appeals shall be dealt with in accordance with HITS's and NU's complaints and appeals policy and procedure. Both Institutions shall ensure that such information is available to students.
- (b) Students shall be subject to NU as well as HITS academic offences policy and procedure.

10. GRADUATION

- (a) Upon successful completion of their studies, the students will receive dual degree award. For the avoidance of doubt, two certificates will be issued, one from each Institution. Both documents will refer to each other. The exact wording of the award will follow the practice of the Institution at which the award is conferred.
- (b) The students will be invited to the NU's and HITS's graduation ceremony.
- (c) Other requirements related to graduation are specified in the Annexure A of this Agreement.

11. QUALITY ASSURANCE

- (a) NU and HITS take responsibility for ensuring the quality of education provided leading to a degree awarded by both Institutions. The programmes will be subject to the normal quality assurance policies and procedures in force at each Institution.
- (b) Each Institution retains the right to approve copy of any publicity and promotional materials produced by the other Institution in relation to the programmes. Neither Institution will use the name or logo of the other in any form of publicity without the written permission of the other. NU's name and logo remain the property of NU and HITS's name and logo remain the property of HITS.

12. INTELLECTUAL PROPERTY RIGHTS

- (a) Both Institutions agree that the Intellectual Property Rights (IPR) in all programme materials, including but not limited to the thesis created by either Institutions shall be

vested in and be owned by the Institution responsible for creating and/or developing the relevant materials, unless otherwise agreed in writing between the Institutions.

(b) Existing Intellectual Property

Both Parties acknowledge that any and all of the Intellectual Property Rights used or embodied in or in connection with the dual degree programmes shall remain the sole property of the respective Institutions or such other Party as may be identified therein or thereon and neither Institution shall during or at any time after the expiry or termination of this Agreement deprive, or attempt to deprive the other Institution or the owner of any such Intellectual Property Rights.

(c) New Intellectual Property Rights

Notwithstanding anything in Clause 12(b) above, the Intellectual Property Rights in respect of any technological development, products and services development, carried jointly by the Institutions or research results obtained through the joint activity of the Institutions or as a result of the dual degree programmes, shall be jointly owned by the Institutions with the extent of the ownership to be determined through consultation between the Institutions, taking into consideration the contributions made by the respective Institutions. Ownership and exploitation rights will be determined via separate agreement taking into consideration the input of each Institution.

(d) Report of Invention

If either Institution has conceived any Invention as a result of the dual degree programme, the Institution shall notify the other Institution and discuss regarding the share of ownership and the determination of whether or not to file an application for Intellectual Property Rights which relate to such invention.

(e) Infringements

If either Institution becomes aware of any infringements or threatened infringements of the other institution's Intellectual Property Rights within territory, it shall promptly give notice in writing to the other Institution.

(f) Registration of Jointly Owned Intellectual Property

- (i) The Institutions shall agree to co-operate with each other in the process of registration of the Intellectual Property including, but not limited to, making any or all premises available for inspection, supplying facts and other information and providing all details required by any authority responsible for granting and/or maintaining such product registration.
- (ii) Both Institutions shall be responsible for the cost of filing and maintenance of the jointly owned Intellectual Property according to the share of each Institution's ownership.

(g) For the avoidance of doubt, the Institutions also acknowledge and agree that:

- (i) all Intellectual Property Rights including copyright in any course materials, documentation, software or other materials relating to the courses provided exclusively owned by the respective Institution;
- (ii) it will not use any printed material and/or computer software provided exclusively by other than for the purposes of conducting the approved course pursuant to this agreement and it will not make, except for the purposes aforesaid, any copy of such printed material and/or software without the express written permission of the respective Institutions;

- (iii) it will not make any use of copies or of any of the abovementioned material on and after the termination of this Agreement for any purpose whatsoever;
- (iv) it will cooperate with each other in duties and obligations herein efficiently and effectively and to this end, execute and deal with all such documents, acts, matters and things as are requisite or necessary; and
- (v) it will not use the name or logo in any publication or for any other purpose whatsoever without the prior written consent of the other Institution.

13. FINANCIAL ARRANGEMENTS

- (a) For as long as he/she carries out his/her Doctoral studies, the candidate will have to be registered simultaneously in both Universities. Each year, one of the two participating institutions will waive all registration fees so that the candidate only has to pay them once a year, starting with the home institution.
- (b) Payment to NU will be made in Thai Baht at the commencement of each academic year/semester. Payment to HITS will be made in Indian Rupees at the commencement of each Academic year.
- (c) Students shall be responsible for the payment of all travel, accommodation and living expenses.
- (d) Where appropriate, students shall be responsible for obtaining visas to study in Thailand and India.

14. LEGAL JURISDICTION

- (a) This agreement shall be subject to Thai and Indian laws and court jurisdiction, depending on where the cause of action arises. Thai's law applies to all students while they are at NU, while Indian law applies while they are in India.
- (b) Both Institutions agree, where possible, to resolve any dispute in an amicable manner. Should it not be possible, disputes will be settled through arbitration.
- (c) HITS acknowledges that NU is subject to all applicable Thai legislations. NU acknowledges that HITS is subject to all applicable Indian legislations. Particularly, both Institutions are subject to Freedom of Information and Data Protection legislations in force in each country.

15. INDEMNIFICATION

Each Institution agrees to indemnify, defend and hold harmless the other against all legal liability, actions, suits, proceedings, demands, any cost and expenses, claim or damage resulting from the gross negligence or willful misconduct of the indemnifying party, except to the extent resulting from the gross negligence or willful misconduct of the other Institution.

16. FORCE MAJEURE

No Institution shall be responsible to the other Institution for any delay in performance or non-performance due to Force Majeure, but the affected Institution shall promptly upon occurrence of any such causes inform the other Institution, stating that such cause has delayed or prevented its performance hereunder and thereafter such Institution shall take all actions within its power to comply with the terms of this Agreement as fully and promptly as possible. If the Force Majeure in

question prevails for a continuous period in excess of one month, the Institutions shall enter into discussions with a view to alleviating its effects or to agree with reasonable alternative arrangements.

17. EQUAL OPPORTUNITIES

NU and HITS agree that neither Institution shall discriminate against any person connected to this agreement or the programmes that form this agreement on the basis of race, ethnicity, colour, religion, sex, sexual orientation, marital or parental status, national origin, age or disability.

18. SUSPENSION OF AND WITHDRAWAL FROM THE PROGRAMMES

- (a) Both institutions reserve the right to withdraw from the programme.
- (b) Should either of the Institutions wish to withdraw from the agreement, then they should provide a written notice of intent to withdraw from the agreement no later than 12 months prior to the desired date of withdrawal. Nevertheless, both Institutions are committed to ensuring that students still registered on the programme receive such provision and support as specified in this agreement. The termination of the agreement must not compromise the possibility for students remaining in the programmes to complete their studies in a manner comparable to that of the previous cohorts.
- (c) NU and HITS have an obligation to fulfil their commitment to enrolled students.

19. CONFIDENTIALITY

Each Institution shall not, during the term of this Agreement or at any time thereafter, disclose to any third party any confidential information of the other Institution or make use of any such confidential information, including but not limited to the students' data enrolled under this joint degree programmes and thesis paper except as necessary to fulfill its obligations under this Agreement. This Clause shall not apply to any information which (i) becomes generally known to the public, other than by reason of an act or omission of the recipient; (ii) is required to be disclosed pursuant to any applicable laws or to any competent governmental, statutory or supervisory body to which the respective Institution is subject; (iii) is required to be disclosed pursuant to any court order; or (iv) is disclosed by the Institution to its professional advisers.

20. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed so as to constitute either Institution a partner of the other Institution, or to create any agency or partnership between the Institutions under any applicable laws of Thai or of India. Neither Institution is empowered to incur obligations on behalf of the other Institution.

21. VARIATION

This Agreement and the Annexes thereto may be amended or varied only by the written agreement of the Institutions, signed by the duly authorised signatories of both Institutions, and unless the context otherwise so requires a reference to this Agreement shall include the Agreement as amended or varied from time to time.

22. WAIVER

No waiver of any provision of this Agreement nor consent to any departure there from, by either Institution shall be effective unless the same is in- writing signed by the Institution giving the waiver or consent and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. No default or delay on the part of either Institution in exercising any

ANNEXURE A

(Shall be read and construed as an integral part of this Agreement)

Dual Ph.D., degree/ Dual Master degree

PART	MATTERS	DETAILS
1.	Disciplines	In all fields of study that agreed upon by both institutions and can be implemented under the HITS-NU Dual Degree (PhD & Master) program.
2.	Equivalent Examinations	<p>Comprehensive Examination /Qualifying Examination will be internally conducted either at HITS or NU no later than the 4th semester.</p> <p>VIVA/Final Thesis defence examination will be conducted depending on where the thesis is submitted.</p>
3.	Dual /Joint Degree Platform	<ul style="list-style-type: none"> The minimum residential requirement is two semesters for PhD and one semester for Master at each institution. Graduate School will coordinate the contact between the faculty members from both universities. Student is responsible of his/her own living expenses during the study abroad.
4.	Fees	<ul style="list-style-type: none"> Students shall pay tuition and other fees to the home institution at the rate stated in the offer letter. Tuition and other fees are waived at the host institution.
5.	Supervisory/Thesis Committee	<ul style="list-style-type: none"> The committee must comprise of at least two members, one from each university.
6.	VIVA/Final defense examination	<ul style="list-style-type: none"> The examination committee comprises at least three (3) persons including two (2) internal examiners appointed by each Institution and one (1) external examiner shall be independent of both Institutions. All nominations shall be subject to approval by the relevant authorities in both Institutions. Examination costs (including but not limited to Examiners' expenditure), if required, will be borne by the institution where the examination will be conducted. The viva must be conducted in English. * This committee shall comprise different members than the Supervisory/Thesis Committee).
7.	Publication requirement	<ul style="list-style-type: none"> PhD: 2 journal articles (indexed in Scopus / WOS) published or accepted. Master: One journal article published or accepted.
8.	Admission and English requirement	<ul style="list-style-type: none"> Fulfil the academic and English language admission requirements of NU or HITS prior to joining the programme. Obtain a minimum score of 550 for TOEFL (paper based); or band 6.0 for IELTS or their equivalent. A lower English proficiency equivalent to IELTS 5.5 can be considered for provisional admission. HITS requires students with provisional admission to pass the HITS Postgraduate Intensive English (PIE) or equivalent English courses at NU.

rights, powers or privileges hereunder shall operate as a waiver thereof or of any other right hereunder, nor shall a single or partial exercise of any such right power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Institutions as to its subject matter. Any prior agreements, arrangements, representations or understandings by either the Institution whether oral or in writing made prior to the date of the Agreement are superseded.

24. DURATION OF THE AGREEMENT AND REVIEW ARRANGEMENTS

The agreement is established for an initial period of 5 years from the date signed below and is subject to review in the 12 months prior to the potential date of renewal.

Agreed on Behalf of Naresuan University

Date: July 19, 2021



Honorary Prof. Kanchana Ngourungsi, Ph.D.,

President

Witness:

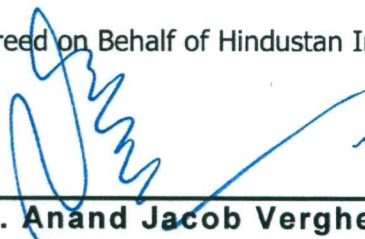


Professor Paisarn Muneesawang, Ph.D.,

Dean of Graduate School

Agreed on Behalf of Hindustan Institute of Technology & Science, India

Date: 8/6/21



Dr. Anand Jacob Verghese

Pro Chancellor

Witness:



Name: Dr. G. Ilavazhagan

Director, International Affairs