DUAL OR SHARED DEGREE PROGRAM AGREEMENT BETWEEN IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY COLLEGE OF ENGINEERING AND INDIAN INSTITUTE OF TECHNOLOGY KANPUR, KANPUR INDIA

This Dual Degree Program (DDP) Agreement ("Agreement") is entered into on July 1, 2022 ("Effective Date") and is between Iowa State University of Science and Technology, 1550 Beardshear Hall, Ames, IA 50011 USA ("ISU") and Indian Institute of Technology Kanpur, Kanpur, 208016, India ("IITK").

I. PURPOSE

The purpose of this Agreement is a dual degree program (DDP) between ISU and IITK for the purpose of obtaining the following degree: PhD (the "DDP" or the "Program").

II. PROGRAM COORDINATORS; COMMUNICATION

The Program Coordinator for each institution shall be: For

ISU: Ratnesh Kumar, Professor, ECE

For IITK: Dean of International Relations

Each party shall communicate in a timely manner with the other party's Program Coordinator regarding matters relating to this Program, including but not limited to any student emergency, disciplinary problem, or academic problem.

III. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and shall continue for a period of five years. Either party may earlier terminate this Agreement by giving not less than 90 days prior notice to the other party. Early termination of the Agreement will not alter the responsibility of the parties to carry out the terms of the Agreement with respect to any students who are participating in the Program at the time notice of termination is provided.

IV. PROGRAM REQUIREMENTS

A. <u>Selection of Participants and Advising Committee</u>

Eligible students enrolled as a PhD student at either ISU or IITK as their home institution may apply to the DDP and must also meet their host institution's PhD admission requirements to be eligible for participation in the DDP. Students selected into the DDP shall be enrolled on a full-time basis at the respective institution during the term(s) they are attending that institution.

Each party shall comply with their own institutional policy when selecting their respective PhD Committee Members. This PhD Committee will be a joint PhD Committee including members from ISU and IITK and may be referred to at ISU as the Program of Study Committee (POS Committee) and at IITK as the Doctoral Advising Committee. ISU and IITK will each name one (1) PhD Co-supervisor. ISU will name two (2) additional faculty members from the DDP student's home department, and IITK will name a DPGC (Department Post Graduate Committee) Convener or a nominee, and another faculty member if so desired for a total of two (2) members. All non-ISU PhD Committee Members must become Associate members of Graduate Faculty at ISU as outlined in <u>Appendix - G: Graduate Faculty Membership &</u> <u>Associate Membership - Graduate College - Iowa State University (iastate.edu)</u>. <u>The</u> external supervisors of DDP (dual_degree program) students must comply with the requirements of the home institution's policy relating to the supervision of doctoral students.

B. <u>Degree Requirements and Conferral</u>

The DDP student shall satisfy the minimum academic coursework requirements of each institution. For ISU this corresponds to 72 credits of which at least 24 credits must be for coursework and 36 credits for research. Out of the total 72 credits, a minimum of 36 credits, with at least 12 course credits and 18 research credits, must be earned at ISU. The remaining 36 credits can be transferred to ISU from IITK. For IIT Kanpur the minimum course credit requirement is 72. The requirements to be fulfilled at IITK will be in accordance with the PG Manual. DDP students at ISU must meet all applicable requirements as outlined in the Graduate College Handbook, including residency requirements and the time-to-degree limit, which is seven years unless otherwise established.

The DDP student will be required to meet the examinations and confirmation requirements of both institutions. At ISU, these include Qualifier Examination (a departmental requirement), Preliminary Examination (a Graduate College requirement), and Final Oral Examination under the Program of Study Committee. At IITK, these include Comprehensive Examination, and Final viva-voice Examination/Defense. The Qualifying Examination at ISU and the Comprehensive Examination at IITK will be substitutable to satisfy this requirement, while the Final Defense will be the same examination conducted by the same PhD Committee as mentioned in Section IV(A) above. In addition, at IITK, the students will be required to present the State of the Art Seminar at the onset of the research process and the Open Seminar nearing the completion. In addition, DDP students will take the Preliminary Examination in-between the Oualifying/Comprehension Examination and the Final Defense, with at least 9 months gap between the Preliminary Examination and the Final Defense. DDP students at ISU who have passed their Preliminary Examination must be enrolled continuously at ISU through the term of their final oral exam (Final Defense). The Final Defense must be conducted according to the policies of both institutions, including any restrictions on remote participation of the student and the faculty advisers in effect at the time of the Defense.

DDP students must comply with their home institution dissertation formatting standards. DDP students must also make their dissertation publicly available, including publication in an online repository, upon final approval by home and host institution. Each institution shall award its own degree certificates in line with their respective policies and protocols/styles. However, each institution shall require the DDP student to include a statement in their dissertation recognizing the student's participation in this DDP and acknowledging that the work is used, evaluated, and published at each institution for degree conferral. Consequently, each institution also recognizes that the DDP students' dissertations will be used to evaluate their academic performance and for purposes of degree conferral at the other institution during the course of participation in this program. Two separate degree certificates shall 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 jointly with the Partner Institution (by name) for the same thesis. Sample certificates are attached to this Agreement.

V. STUDENT SERVICES AND FINANCES

A.Access to Resources

Both institutions will provide students in the Program access to the same facilities and services available to other similarly-situated students at their respective institution. The obligations of ISU set forth in this Agreement are limited to DDP students and do not extend to dependents.

B. <u>Housing</u>

DDP students in the Program are responsible for arranging their housing, on-campus or off - campus, while attending ISU. ISU shall provide information to DDP students regarding any on - campus housing opportunities. This is not a guarantee of on-campus will be available. Should DDP students select ISU on-campus housing, DDP students must complete the relevant housing accommodation application by ISU's stipulated deadline and pay the applicable housing rate. On -campus ISU housing is restricted to students only and do not extend to their dependents. IITK shall provide accommodation to ISU students on payment basis.

C. <u>Visas</u>

ISU/IITK shall provide DDP students assistance and documents needed to apply for appropriate nonimmigrant visas for their study period at ISU/IITK. Neither institution will guarantee the issuance of the required student visa by the respective country.

D. <u>Health Insurance</u>

ISU shall automatically enroll DDP students in ISU's Student and Scholar Health Insurance Program for the semesters they are on campus at ISU. DDP students are responsible for paying the applicable premium and must maintain health insurance throughout their participation in the Program. ISU DDP students will be responsible for their medical insurance for stay in India.

E. <u>Finances</u>

In general, the DDP students will pay the applicable tuition, fees and any other applicable expenses at the institute where they are currently enrolled. In the semesters the DDP students are enrolled at

ISU, besides the tuition and fees they are responsible for expenses such as Student and Scholar Health Insurance Program premiums, textbooks, course materials and supplies, housing, meals, passport and visa expenses and living and miscellaneous expenses. Expenses of dependents at ISU are also the responsibility of DDP students. DDP students are eligible to receive various types of assistantships in the semesters that they are at ISU as any other graduate student at ISU. The assistantship appointments shall be made via a separate appointment letter issued by ISU in accordance with ISU policy as is the case with any other graduate student at ISU. Similarly, the tuition, fees and other expenses when enrolled at IITK will be paid as per the IITK policy and arrangements.

VI. STUDENT CONDUCT; INTELLECTUAL PROPERTY

DDP students in the Program shall be subject to applicable policies and rules and to applicable laws and regulations issued by government entities, including those that pertain to immigration and intellectual property of the respective institutes. ISU/IITK reserves the right to dismiss DDP students for violating ISU/IITK policies and rules or applicable laws in the United States/India. If applicable, DDP students dismissed from the Program must immediately depart the United States/India at their own expense. The dismissal of a DDP student from ISU/IITK shall not abrogate this Agreement nor the arrangements regarding other DDP students. ISU and IITK agree to enter into a separate written agreement signed by the authorized officials of each institution prior to engaging in any collaborative research.

VII. TRANSCRIPT; STUDENT RECORDS

At the conclusion of each DDP student's participation and to the extent permitted by law, ISU/IITK shall send to the other institution an official transcript of credits and grades for the DDP student. Each party shall use records of DDP students only to the extent necessary to fulfill its obligations under this Agreement and hold such records in strict confidence. Neither institution may disclose such records except as required by this Agreement, as required by law or as otherwise authorized in writing by the student. An institution may disclose such records to its employees with a need-to-know so long as the institution requires such employees to abide by the terms of this Agreement.

The Parties agree that all personal data will be properly collected, stored, processed, secured, archived or destroyed in compliance with the respective laws of the land and applicable international privacy laws, such as the EU General Data Protection Regulation 2016/679 (GDPR). The Parties further agree to mutually cooperate to formalize any additional agreements regarding the transfer of personal data required by any such law.

VIII. PROMOTION; USE OF NAMES AND TRADEMARKS

Each party grants, for the term of this Agreement, a limited, non-exclusive, royalty-free license to use its name and designated trademark(s) (the "Trademarks") to the other party solely for the promotion of the Program. Each time a party reproduces and/or republishes the other party's Trademarks it shall do so in a form identical to that provided by each party, without alteration. Each party shall use the other party's Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, no party shall use the other party's Trademarks without prior written consent of the other party. The parties acknowledge by this Agreement that they acquire no right, title or interest in and to the other party's Trademarks other than to use the Trademarks in accordance with the terms and conditions of this Agreement. A party may not assign, transfer or sublicense its right to use the other party's Trademarks without the prior written consent of other party. Requests for consent pertaining to ISU Trademarks shall be emailed to the ISU Trademark Licensing Office at trademark@iastate.edu.

IX. EQUAL OPPORTUNITY

In connection with this Agreement, neither party shall discriminate on the basis of race, color, ethnicity, national origin, religion, age, sex, pregnancy, marital status, sexual orientation, gender identity, genetic information, disability, status as a U.S. veteran or other legally protected status.

X. LIABILITY

To the extent permitted by applicable law, each party to this Agreement shall be responsible for the liabilities arising out of its own conduct and the conduct of its officers, employees and agents.

XI. DISPUTE RESOLUTION

The parties shall make a good faith effort to obtain an amicable resolution in the event of a dispute relating to this Agreement.

XII. NOTICE

Notices relating to this Agreement shall be in writing and shall be delivered by an internationally recognized carrier (e.g. Federal Express) or by e-mail to the other party at the address set forth below. Notice shall be deemed effective upon receipt.

Notices to ISU: Dr. Ann Marie VanDerZanden Associate Provost for Academic Programs 1550 Beardshear 515 Morrill Rd Ames, IA 50011-2103 USA Email: <u>vanderza@iastate.edu</u>

Notices to IITK: Dhirendra Katti Dean of International Relations Indian Institute of Technology Kanpur, Kanpur 208016. INDIA. Tel: +91 512 259 7701 Email: doir@iitk.ac.in

XIII. ENTIRE AGREEMENT; MODIFICATION

This Agreement (including any Addenda attached to this Agreement) is the entire contract between the parties. Unless otherwise specified in this Agreement, this Agreement supersedes all prior contracts or agreements between the parties relating to the Program. No modification of this Agreement will be effective unless it is in writing and signed by the parties.

XIV. WAIVER

A failure to enforce provisions of this Agreement in whole or part will not negate the Agreement or constitute a waiver to subsequently enforce the provisions at a future time.

XV. SEVERABILITY

If a court determines a provision of this Agreement is unenforceable, the provision shall be amended to the minimum extent necessary to render it enforceable. If such amendment is not possible, then the provision shall be disregarded and the remainder of this Agreement shall remain in effect. If, however, amending or disregarding the provision deprives a party of a material benefit intended to be conferred by this Agreement, then this Agreement shall be deemed terminated.

XVI. ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

XVII. RELATIONSHIP OF PARTIES

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

XVIII. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or liable for damages if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, including but not limited to, acts or omissions of communications carriers, energy shortages or outages, strikes or labor disputes of other's workforces, fires, floods, inclement weather, acts of God, pandemic, war, terrorism, civil disturbances, or acts of civil or military authorities.

SIGNATURES

Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so. The parties consent to this Agreement being executed in any number of counterparts and delivered by electronic transmission in PDF format. The parties also consent (if applicable) to the use of electronic signatures in connection with the signing of this Agreement. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (*e.g.*, DocuSign).

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

Ann Marie VanDy Zyden

William Graves

William Graves

Dean, Graduate College

May 31, 2022

May 30, 2022

Ann Marie VanDerZanden Associate Provost for Academic Programs Office of the Senior Vice-President & Provost

Abhay Karandikar (Jul 2, 2022 07:17 GMT+5.5) Jul 2, 2022

Abhay Krandikar Director

Abalalah

Jul 1, 2022

Shalabh Dean of Academic Affairs

W. Samuel Easterling W. Samuel Easterling (May 29, 2022 09:34 CDT) Samuel Easterling

Dean, College of Engineering

May 29, 2022

22

Jul 1, 2022

Dhirendra Katti Dean of International Relations

May 13, 2022

Ratnesh Kumar Program Coordinator

ADDENDUM A

1. <u>English Proficiency Requirement</u> (list any English proficiency requirement for your department or college)

Applicants whose primary language is not English must meet the English proficiency requirement by any one of the options listed below.

	Minimum Score or Grade Required
Option	
	Internet-Based TOEFL (IBT) score of 79 with a minimum score of 17 in both
TOEFL	the Writing and Speaking sections
	Paper-Based TOEFL (PBT) score of 550
	Overall band score of 6.5 with no sub score below 5.5
IELTS	
PTE	Score of 53

2. Financial Requirement

a. United States immigration regulations require international students to document the availability of financial resources to pay for all their educational, living, and other expenses (and those of any accompanying dependents) for the duration of their studies prior to the issuance of the Form I-20 or Form DS-2019 (formerly Form IAP-66) to obtain a visa to enter the United States. Students offered assistantship can fulfill this requirement with assistantship documents/.

MINIMUM CREDIT HOURS

In order to comply with United States immigration regulations, DDP students participating in the Program must enroll full time for each semester of participation (twelve credits for undergraduate students and nine for graduate students). If DDP students enroll in a summer session, they must do so full time during that session (no less than six credits for undergraduate students and no less than five credits for graduate students). No more than three credits of coursework delivered at a distance (online) can count toward the full-time requirement in any one semester or session. For the students enrolling at IIT Kanpur, credit requirement as mentioned in the PG manual of IIT Kanpur will be applicable.