Joint PhD Addendum

Date of
Addendum 22 September 2018

Collaboration Agreement This Addendum is made under the Collaboration Agreement between UQ and IITD entered into contemporaneously with this Addendum ("Collaboration Agreement").

Institutions The University of Queensland (ABN 63 942 912 584), a body corporate established under the University of Queensland Act 1998 (Qld), St Lucia QLD 4072 Australia, referred to as UQ AND Indian Institute of Technology Delhi, Hauz Khas, New Delhi, Delhi 110016, India, referred to as IITD

Term Commencement Date: Upon the Commencement Date of the Collaboration Agreement, but the parties agree that this Agreement takes effect only if they enter into the Collaboration Agreement contemporaneously with this Agreement.
End date: Upon expiry or termination of the Collaboration Agreement.

Candidate Means a Higher Degree by Research/Postgraduate Research student undertaking the Program in accordance with this Joint PhD Addendum. Candidates will be either an A-student or an I-student.

A-students (or a-students) are Candidates whose Base Institution is UQ.

I-Students (or i-students) are Candidates whose Base Institution is IITD.

Guidelines Means the Joint PhD Guidelines the parties will agree upon as soon as practicable after the Commencement Date, including as amended from time to time.

Away Institution Means the Institution that a Candidate visits for a period of their candidature. This is the institution where the Candidate is expected to spend less of their time during candidature. The Away Institution is defined and identified in the Project to which the Candidate applies.

Base Institution Means the institution at which the Candidate spends most of their time as part of their study. The Base Institution is defined and identified in the Project to which the Candidate applies.

Institution Means either the Away or Base institution, and one of the Institutions as defined above.

Joint PhD Means a Doctor of Philosophy (PhD) jointly awarded by the Institutions, where the Candidate is enrolled for 4 years and spends a time equivalent to not less than 1 year (representing 1/4 full time candidature) over the course of their studying at the Away Institution.

Supervisors Means the supervisors employed by the Base Institution and the Away Institution who are the Candidate's main supervisors for their Joint PhD Program.

Program Means the Joint PhD Program of study, specific details of which are to be further set out in the Individual Student Agreement for each candidate.

Data Protection Legislation For IITD: means all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice.
For UQ: means the Information Privacy Act 2009 (Qld) and related policies described under http://www.ug.edu.au/iti/

Policies and Procedures Means the regulations, codes of practice, policies and procedures that govern the study, teaching, governance, assessment and award of the Program offered by each Institution, and with which the Candidates will have to comply for the duration of their Joint PhD Program.
For IITD such regulations, codes of practice, policies and procedures include but are not limited to those issued by IITD or those appearing on its website http://www.iitd.ac.in/content/curriculum-info or any amendments to or replacements of those policies and procedures from time to time.
For UQ such regulations, codes of practice, policies and procedures include but are not limited to policies and procedures under PPL 4.60 (https://ppl.app.ug.edu.au/content/4.60-higher-degree-research-candidates) and PPL 4.80 (https://ppl.app.ug.edu.au/content/4.80-research-scholarships) or any amendments to or replacements of those policies and procedures from time to time.
1. Background

1.1 Doctor of Philosophy (PhD) students benefit from research undertaken abroad and being given the opportunity to obtain different perspectives, skills and knowledge in their field of research. Furthermore, research undertaken by the Supervisors can benefit from the involvement of a shared research student.

1.2 Recognizing this, both Institutions wish to strengthen their academic relations, and have agreed to support a Joint PhD Program by offering students at least 1 (one) year of research abroad.

1.3 This Addendum is entered into under the Collaboration Agreement and forms part of the Collaboration Agreement. The Institutions have agreed on the following terms and conditions for the Program.

1.4 The Institutions agree that they are responsible for the academic standards, quality of research and awards issued by their own institutions.

1.5 Scholarship, stipend, travel funding, and research support funding are as set out in the Guidelines.

1.6 The parties will set out in the Guidelines certain procedures that they agree to follow with regard selection of research projects and Candidates, as well as other matters. The parties may agree to amend the Guidelines from time to time.

2. Admission to Program

2.1 The Program will be open to eligible applicants for the degree of Doctor of Philosophy (UQ and IITD), as set out in the Guidelines.

2.2 The Institutions will, together, undertake the application process for advertised research projects in accordance with the application procedures of the Joint PhD Program. The Institutions will each assess the applicants for the Program in accordance with their usual application procedures, and taking into account any eligibility criteria previously agreed and as set out in the Joint PhD Program Guidelines, and subject to clause 2.3. Each Institution reserves the right to make final judgements on the suitability of each Candidate applying for entry into the Program.

2.3 Unless otherwise agreed, all Candidates must satisfy the standard entry and admission requirements/criteria as set out in the Joint PhD Guidelines.

2.4 If an Institution shares a Candidate's personal data with the other Institution, each Institution warrants that it will always exchange, process and handle a Candidate's personal data in accordance with current Data Protection and Privacy Legislation and policy governing the Institutions. This may include but not be limited to having the Candidate's express written consent and authority to exchange confidential documents and personal information concerning the Candidate between Institutions for the purposes of the Program.

2.5 With admission to the Program the Candidate and both Institutions will enter into an Individual Student Agreement (Joint PhD).

2.6 The content of the Individual Student Agreement (Joint PhD) must be clearly articulated to all Candidates through any publicity and information material.

3. Candidature

3.1 On and from a Candidate's enrolment date, the Candidate will be deemed to be a Joint PhD Candidate.

3.2 The Candidate will always be simultaneously enrolled at both Institutions. However, the Candidate will commence at the Base Institution and will be expected to be confirmed in the Program after completion of confirmation requirements as outlined in the Guidelines, typically within the first 12 months of his or her enrolment in the Program. The Candidate will be required to enroll as a registered student at both Institutions from the start of the Joint PhD Program.

3.3 The Candidate will undertake joint candidature in accordance with the terms of this Addendum and their Individual Student Agreement (Joint PhD).

3.4 Candidates will be given the same rights and privileges as other students of the Base Institution (when they are at the Base Institution) or the Away Institution (when they are at the Away Institution) for the duration of the Joint PhD Program. The Base Institution and Away Institution will make available to all Candidates enrolled in the Program the full range of services provided to its enrolled PhD Candidates in accordance with its Policies and Procedures.

3.5 It is expected that each Joint PhD program should be planned for a total full-time equivalent duration of a maximum of 48 months.

4. Allocation of time between Institutions

4.1 Unless set out otherwise in an Individual Student Agreement (Joint PhD), a-students will spend their first year of study at UQ before completing one year at IITD. A-students will then complete the remainder of their studies at UQ.
4.2 Unless set out otherwise in an Individual Student Agreement (Joint PhD), I-students will spend their first year of study at IITD before completing one year at UQ. They will then complete the remainder of their studies at IITD.

4.3 The Candidate and their Supervisors may agree to vary the time spent at an Institution as best fits the specific Joint PhD Program. The Institutions acknowledge that visa restrictions may impact on the maximum time a Candidate can spend at the Away Institution.

5. Application of Rules and Regulations

5.1 The Candidate is required to comply with the statutes, regulations, policies, procedures and guidelines of both the Base Institution and the Away Institution (Policies and Procedures), and must comply with the Policies and Procedures of the Institution at which a Candidate is physically located. Where there is conflict between such Policies and Procedures, the Policies and Procedures of the Base Institution apply to a Candidate.

5.2 Annual milestones or annual progress reports in accordance with the relevant Policies and Procedures of the Joint PhD Program, as set out in the Joint PhD Program Guidelines, or in accordance with clause 5.3, monitor the assessment of the academic progress of the Candidate.

5.3 The Institutions will work together to identify any conflict between the Policies and Procedures of the Institutions. Where such a conflict is identified, the Institutions will seek to mutually agree a resolution to the conflict (always with the best interest of the Candidate in mind), without causing an Institution to be in breach of its established Policies and Procedures, and these are to be set out in the Guidelines. Where it is agreed that it is not possible to align the Policies and Procedures of both the Base Institution and the Away Institution, the Policies and Procedures of the Base Institution will prevail to the extent of any inconsistency. This provision also includes but is not limited to leave of absence, study away, change of Supervisor, parental leave, required progress reviews and extensions, lapse or withdrawal from candidature. In each case the responsible office from the other Institution must be notified. In most cases, the Policies and Procedures that are to be followed by the Candidate during their program of study will be identified in the Joint PhD Program Guidelines. If the parties cannot resolve a conflict, they will refer the conflict to the Academy Program and Policy Committee (or any other body the parties may agree upon) which will be set up under the Collaboration Agreement for resolution, failing which they agree to follow the dispute resolution procedures set out in clause 19.

5.4 The parties agree to follow the grievance and appeal, termination and research or academic misconduct procedures of the institutions as set out in the Joint PhD Program Guidelines. In the event of an accusation of general (non-academic) misconduct at the Away Institution, or in relation to an employee of the Away Institution, the procedures of that Institution would apply. In the event of an accusation of general (non-academic) misconduct at the Base Institution, or in relation to an employee of the Base Institution, the procedures of that Institution would apply. In each of these circumstances the responsible office from the other Institution must be notified of the events underway.

6. Supervisors

6.1 The Candidate must have at least one Supervisor at each Institution. The Supervisors are responsible equally for supporting and guiding the Candidate with the progress of the doctoral degree work, and will be required to agree a supervisory and training plan with each Candidate each year of the Joint PhD Program. Both Supervisors will be fully involved in and participate in the relevant set of activities run for Candidates on the UQ-IITD joint program.

6.2 Supervisors are expected to ensure that they maintain regular contact and communication with the Candidate and their counterparts at the partner Institution, and that the mechanisms for doing so are agreed upon by all Institutions.

6.3 Additional associate Supervisors (or external Supervisors) from either Institution or other Associate Institutions or Partner Institutions or Industry Partner Institutions may be appointed with appropriate approvals.

6.4 The Supervisors are to be specified in the Individual Student Agreement (Joint PhD).

6.5 The Supervisors are required to comply with the Policies and Procedures of their own Institution, and must ensure compliance with the Guidelines.

6.6 If a Supervisor is unable to continue in his or her role, the relevant Institution will use all reasonable endeavors to make timely alternative arrangements for the Candidate's supervision, and the appointment of the new Supervisor will be with the agreement of the other institution, with input from the Candidate. If a Supervisor ceases to be available to supervise a Candidate and the parties cannot find an acceptable replacement Supervisor, the Institutions agree to work together to find the most appropriate and beneficial solution for the affected Candidate to
enable the Candidate to complete the Joint PhD Program.

6.7 Each Institution is responsible for ensuring that their Supervisors are appropriately qualified and experienced, have a full introduction to the Program, and have access to continuing professional development opportunities.

7. Scholarships and Expenses

7.1 The Guidelines set out certain matters relating to Scholarships and Expenses.

7.2 Thesis examination will be conducted in accordance with the Guidelines. Thesis examination costs will be incurred by the Institution that conducts the examination. These costs include any translation of examination reports, honorarium to examiners, postage, oral examination expenses and other costs and will be covered as per the Policy and Procedures of that Institution.

7.3 Each Institution will ensure that Candidates are covered by adequate personal health insurance (including cover for hospitalization and repatriation) and relevant travel insurance for the duration of his or her Joint PhD Program (“Personal Insurances”). The Base Institution will cover the cost of the Personal Insurances while a Candidate is physically located at the Candidate’s Base Institution, and the Program will bear the costs of the Personal Insurances while a Candidate is physically located at the Candidate’s Away Institution. The cost of this Personal Insurance will be borne by the Program. Each Institution agrees to provide details of any mandatory costs relating to national healthcare provision that may be incurred by a Candidate of the other Institution using such healthcare services. Such mandatory costs will be set out in the Individual Student Agreement (Joint PhD).

7.4 Institutions agree to pay their own costs and disbursements in respect of the Program as set out in the Guidelines.

7.5 There will be no reallocation of, or compensation for, costs incurred, whether direct or indirect, between the institutions.

8. Intellectual Property, Authorship and Ethics

8.1 Intellectual property (IP) and copyright Policies and Procedures for the Projects are subject to standard terms forming part of the Individual Student Agreement (Joint PhD). All parties own their respective background IP (including any background IP of a student). Unless the parties agree otherwise in an Individual Student Agreement (Joint PhD), the parties acknowledge that any new IP arising as a result of the Program (“Project IP”) will be dealt with pursuant to the terms of the Collaboration Agreement and pursuant to a Student IP Agreement. If the parties wish to exploit the Project IP, the parties will follow relevant protocols developed and agreed by the parties, and any commercial returns resulting from the exploitation of the Project IP will be distributed in accordance with the agreed protocol and the individual university’s IP Policies and Procedures. Candidates will own all copyright in his or her Thesis.

8.2 Authorship and publication matters should follow the protocols of the Base Institution and will be set out in the Individual Student Agreement (Joint PhD), although the Candidate will always be required to indicate their affiliation with both Institutions on any published work.

8.3 If required, ethics approvals (including biosafety) should follow the Policies and Procedures as set out in the Joint PhD Program Guidelines, and confirmation should be sought via the relevant policy and procedure. Where either institution requires further approvals in accordance with the Institution’s Policies and Procedures, the other Institution shall support the first Institution as required to seek such approvals. The parties agree that Candidates must in any case comply at all times with all relevant ethics approvals applicable at all locations at which the relevant activities take place.

8.4 Each Institution is responsible for data storage in respect of data it collects pursuant to this Addendum unless other arrangements are made and specified in the Individual student Agreement (Joint PhD).

9. Insurance

9.1 A-Students receive the following insurance protections (in the form of a mutual protection cover similar to an insurance product) for the period they are enrolled with UQ:

9.1.1 General liability insurance (min AUD $20 million);

9.1.2 Professional indemnity insurance (min AUD $20 million);

9.1.3 Malpractice insurance (min AUD $20 million)

9.1.4 Personal accident insurance, and

9.1.5 Travel insurance.

9.2 I-Students do not receive insurance protections for the period they are enrolled with IITD. IITD is a public institution and as per norms public institutions do not take or are not required to take a separate liability insurance in India, but all such institutions are liable for any penalties or damages awarded by any Honourable Court or
through legal arbitration procedures and to that extent can be considered to have liability, as applicable.

9.3 UQ will provide reasonable proof of the relevant insurance policies or protections by way of a Certificate of Currency or similar document at the request of IITD.

10. Responsibilities of both Institutions

10.1 Each Institution shall jointly provide Candidates with details of and access to support services. Each Institution will jointly provide orientation for incoming students and perform its responsibilities with reasonable skill and care and in accordance with all applicable laws, rules and regulations. Institutions will jointly provide professional development opportunities for Candidates undertaking joint study between UQ and IITD.

11. Student Discipline

11.1 Each Institution will promptly inform the other Institution should a substantiated complaint about a Candidate be made, subject to Data Protection Legislation. The Policies and Procedures of the Institution at which the complaint arises in dealing with such a complaint shall be followed.

12. Submission and Examination of Thesis and Award of Degree

12.1 The parties agree to follow the process set out in the Guidelines relating to submission and examination of thesis and award of degree.

13. Termination of Candidature

13.1 Each Individual Student Agreement (Joint PhD) terminates in the case of:

13.1.1 The conferral of the Award of the Degree of Doctor of Philosophy (UQ) and (IITD); or

13.1.2 The withdrawal, suspension or termination of the Candidate from the doctoral degree in accordance with the Guidelines; or

13.1.3 Where a Candidate is in serious or repetitive breach of the Away Institution's regulations whilst studying at the Away Institution, and if after following the Away Institution's discipline and complaints procedure and written notification to the Base Institution, the Candidate has his or her place at the Away Institution withdrawn. In such a case, only the Joint PhD arrangements and co-supervision of the Candidate's Program will be affected, and any further action against the Candidate will be at the sole discretion of the Base Institution; or

13.1.4 As otherwise agreed to in writing between the Base Institution and the Away Institution.

13.2 Upon termination of enrolment in this Program, a Candidate may, subject to the agreement of the relevant Institution, retain PhD candidature at one Institution, upon approval, but must relinquish their candidature at the other Institution.

14. Responsible Officers

14.1 For the purposes of coordinating and administering the Program:

(a) UQ nominates as its Responsible Officer, the Director, Graduate School, or such other person as notified by UQ to IITD's Responsible Officer.

Graduate School, Level 6, Building 62
The University of Queensland
St Lucia, QLD, AUSTRALIA 4072
P: +61 7 3360 503
E: graduateschool@uq.edu.au

(b) IITD nominates as its Responsible Officer, the Joint Registrar (PGS & R), or such other person as notified by IITD to UQ's Responsible Officer.

Indian Institute of Technology Delhi
Hauz Khas, New Delhi, Delhi 110016, INDIA
P: +91-11-2659 1737 (0)
E: drogsr@admin.iitd.ac.in

14.2 Each Institution may change its Responsible Officer by written notice to the other Institution. Each Institution shall provide (and keep updated) the other Institution with details of their Responsible Officer's work address, telephone, facsimile and electronic mail address.

14.3 The Responsible Officers may work with other internal administrative officers or working institutions to document and manage the activities contemplated by this Addendum.

15. Duration of this Addendum

15.1 Either Institution may terminate this Addendum on 60 days prior written notice should either Institution be in material breach of its obligations under the terms of this Addendum which (in the case of a breach capable of a remedy) is not remedied or an agreed remedial action plan put in place, within 30 calendar days of receiving written notice of the breach. For the avoidance of doubt, such material breach includes but is not limited to the quality of research training not being acceptable by relevant legislative standards.

15.2 This Addendum is effective upon the Commencement Date and expires upon the Termination of expiry of the Collaboration Agreement for any reason.
15.3 The parties agree to confer in good faith about the possibility of entering into a renewal or extension of this Addendum, to take effect upon termination or expiry of this Addendum for any reason.

15.4 Despite expiry or termination for any reason, the parties agree to allow all Candidates enrolled at the date of termination to complete their PhDs pursuant to the terms of this addendum, or otherwise as agreed between the parties.

16. Review and Governance

16.1 The terms and performance of this Addendum will be reviewed at appropriate meetings at intervals agreed between relevant representatives of the Institutions.

16.2 The membership and terms of reference of the meeting will be agreed between the Institutions, but will seek to ensure the following:

(a) That the collaborative nature of this arrangement is of benefit to the individual Institutions;

(b) to ensure compliance with any legislation and regulatory requirements of either institution;

(c) to monitor student intake and consider any feedback; and

(d) to review content and delivery to ensure the quality of the Programs for the Candidates.

16.3 From time to time, the parties may amend this Addendum in writing, signed by each Institution’s duly authorized representative. The parties may amend the Guidelines by passing a resolution to that effect in any meeting of the Academy Program and Policy Committee (or any other body the parties may agree upon) which will be set up under the Collaboration Agreement. The Guidelines may be amended without the need for a formal amendment of this document.

17. Collaboration Agreement

17.1 The Institutions acknowledge and agree that this Addendum is made pursuant to the terms of the Collaboration Agreement, and that the terms of this Addendum take precedent to the extent of any conflict or inconsistency.

18. Insurance

18.1 In addition to the other insurances required by this Addendum, UQ will at all times hold and maintain insurance policies (or equivalent forms of self-insurance) for so long as they have any obligations under this Addendum, in respect of the following insurances:

18.1.1 Professional indemnity insurance covering legal liability for loss or damage suffered in respect of the negligent acts or omissions of the other party for a minimum amount of $AUD2 million per claim;

18.1.2 Public liability insurance covering legal liability for any personal injury and property damage claims arising in connection with the performance of the Addendum for a minimum amount of $AUD20 million per claim

18.1.3 Workers’ compensation insurance as required by law.

18.2 IITD does not hold the insurance that UQ holds under clause 18.1. IITD is a public institution and as per norms public institutions do not take or are not required to take a separate liability insurance in India, but all such institutions are liable for any penalties or damages awarded by any Honourable Court or through legal arbitration procedures and to that extent can be considered to have liability, as applicable.

19. Dispute Resolution

19.1 If a dispute arises under this document (including under the Guidelines), the parties agree to use all reasonable endeavours to settle the Dispute expeditiously.

19.2 A party claiming that a Dispute has arisen must give written notice containing details of the Dispute to the other party. Each party must then nominate a senior representative with authority to negotiate on behalf of that party to settle the Dispute.

19.3 If the parties do not resolve the Dispute within ten days after receipt of the notice, the parties’ representatives will agree on a process to resolve the Dispute (for example, through further negotiations, mediation, conciliation or independent expert determination), and failing agreement about that process within a further five days, either party may commence court proceedings. In this clause, “Dispute” includes any dispute, controversy, difference or claim arising out of or in connection with this document, including any matter concerning its formation, validity, interpretation, performance, breach and termination.

20. Governing law

20.1 If a dispute arises under or in connection with this Addendum that the parties cannot resolve under clause 19, the parties agree as follows:

20.1.1 If the dispute relates to facts, matters or circumstances arising wholly or substantially in Delhi, the parties agree:

20.1.2 That the laws that apply in Delhi apply to this
Addendum and to that dispute; and

20.1.3 To submit to the non-exclusive jurisdiction of the courts located in Delhi.

20.1.4 If the dispute relates to facts, matters or circumstances arising wholly or substantially in Queensland, the parties agree:

20.1.5 That the laws of Queensland apply to this Addendum and to that dispute; and

20.1.6 To submit to the non-exclusive jurisdiction of the courts of Queensland.

20.1.7 If the dispute relates to any other facts, matters or circumstances, the parties agree:

20.1.8 That the laws of the defendant’s jurisdiction apply to this agreement and to that dispute; and

20.1.9 To submit to the non-exclusive jurisdiction of the courts of the defendant’s jurisdiction.

21. Higher Education Laws

21.1 Despite any other provisions of this Addendum, nothing in this Addendum operates to exclude or compromise any rights a Candidate may have under Higher Education Laws, or excludes UQ from fulfilling its duties under the Higher Education Laws.

21.2 "Higher Education Laws" means the Education Services for Overseas Students Act 2000 and the Tertiary Education Quality and Standards Agency Act 2011, and any other laws applicable to the subject matter of this Addendum.
Signed for and on behalf of the **University of Queensland**

[Signature]

Name of authorised person

[Signature]

Designation of authorised person

[Signature of witness]

Name of witness

Signed for and on behalf of the **Indian Institute of Technology Delhi**

[Signature]

Name of authorised person

**DIRECTOR**

Designation of authorised person

[Signature of witness]

Name of witness
UQ-IIT Delhi Academy of Research

Collaboration Agreement

The University of Queensland ABN 63 942 912 684

and

Indian Institute of Technology Delhi
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Collaboration Agreement

Parties

University of Queensland ABN 63 942 912 684 ("UQ") of St Lucia 4072, Queensland, Australia

Indian Institute of Technology Delhi ("IITD") of Hauz Khas, New Delhi, Delhi 110016, India

Background

A UQ is a leading educational institution primarily located in Brisbane, Australia and is a global leader in research across a range of disciplines. UQ delivers globally significant solutions to challenges by generating new knowledge and partnered innovation.

B IITD is one of India's foremost higher education institutions primarily located in Delhi, India, and is a leading higher education institution across a range of disciplines.

C The Parties enter into this Agreement for the purposes of jointly establishing the UQ-IIT Delhi Academy of Research (UQIDAR), and developing and providing a joint PhD Program to Students located in the South Asia region and in Australia through the Academy.

Operative terms

1 Definitions and interpretation

1.1 Definitions

Academy means the UQ-IIT Delhi Academy of Research established and operated under this Agreement, being a collaborative research initiative based at the premises of IITD.

Academy Strategic Research Advisory Council means the body created under clause 5.9, which is also called the ASRAC.

Agreement means this agreement.
Background IP of a party means Intellectual Property that is:

(a) in existence at the Commencement Date or the commencement of the Joint PhD Program or this Agreement;

(b) created or developed by that party during the Term independently of the Joint PhD Program or this Agreement;

(b) assigned or licensed to that party during the Term independently of the Joint PhD Program or this Agreement; or

(c) specified as background intellectual property with respect to that party in the Joint PhD Program or this Agreement, and made available by that party for the purpose of the Joint PhD Program or this Agreement.

Background Material of a party means Material that is:

(a) in existence at the Commencement Date or the commencement of the Joint PhD Program or this Agreement;

(b) created or developed by that party during the Term independently of the Joint PhD Program or this Agreement;

(c) obtained by that party during the Term independently of the Joint PhD Program or this Agreement; or

(d) specified with respect to that party in the Joint PhD Program or this Agreement, and made available by that party for the purpose of the Project or performing the Joint PhD Program or this Agreement.

Board means the board of the Academy referred to in clause 5.

Business Day means a day which is not:

(a) a Saturday or Sunday; or

(b) a public holiday in Brisbane; or

(c) a public holiday in Delhi.

Collaboration means the parties’ agreement to perform the Project and the Program.

Commencement Date means the date specified in Schedule 1, being the date on which this Agreement commences.

Commercialise means to:

(a) make, hire, sell, otherwise dispose of, use or import a Product;

(b) offer to do anything contemplated by paragraph (a)
above;
(c) keep a Product for the purpose of doing anything contemplated by paragraph (a) above;
(d) provide a service using a Product; or
(e) license, sub-license, joint venture or make any other similar arrangement with any third party to do anything contemplated by paragraphs (a) to (d) above.

Committee means any committees of the board established under clause 5.8.

Contributions means the contributions each party agrees to make under this Agreement pursuant to clause 4, and as set out in Schedule 2.

Confidential Information with respect to a party means the terms of this Agreement and any information:
(a) relating to the dealings of that party;
(b) relating to employees, contractors, students or other persons doing business with that party;
(c) of that party which is by its nature confidential;
(d) which is designated as confidential by that party; or
(e) of that party which the other parties know or ought to know is confidential,
irrespective of whether that information was disclosed before, on or prior to the date of this Agreement and, includes all information relating to a Project, but excludes information:
(f) that a party can show was already known to, in the rightful possession of or independently developed by that party in good faith and free of any obligation of confidence; or
(g) that a party can show is in the public domain otherwise than by a breach of this Agreement or other obligation of confidence.

Copyright Legislation means, in the case of UQ, Part IX of the Copyright Act 1968 (Commonwealth) of Australia, and in the case of IITD, any legislation dealing with moral rights or similar concept under Indian law.

Course Material means all materials and all IPR in those materials used in connection with delivering the Joint PhD Program.

Critical Matters means the matters set out in Schedule 1.

Details means the details set out under that heading in Schedule 1.

Dispute includes any dispute, controversy, difference or claim arising out of or in connection with this document or the subject matter of this document, including any question concerning its formation,
validity, interpretation, performance, breach or termination.

External Organisations means third parties including industry, external funding bodies, government bodies, research institutes and other university partners.

Financial Year means each year ending 31 March.

Insolvency Event in the context of a party means the following, in respect of any corporations, companies, bankruptcy or similar legislation or other law that applies to them:

(a) a liquidator, receiver, receiver and manager, administrator, official manager or other controller, trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the party;

(b) the party or the party's property or undertaking becomes subject to an insolvency arrangement or a debt agreement;

(c) the party is or becomes unable to pay its debts as and when they are due or is presumed to be insolvent;

(d) the party ceases to, or threatens to cease to, carry on business; or

(e) an application or order is made for the liquidation of the party or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the party, otherwise than for the purpose of an amalgamation or reconstruction.

Intellectual Property and IPR means all industrial and intellectual property rights anywhere in the world, whether registered or unregistered, including patent rights, trade mark rights, copyright, plant breeders' rights and rights in relation to inventions, trade names, business names, company names, indications of origin, designs, plant varieties, semiconductors, circuit layouts, confidential information or knowhow, any right of registration of such rights and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967, and IPR means all rights in that Intellectual Property.

Joint PhD Agreement means the agreement establishing a Joint PhD Program that the parties enter into contemporaneously with this Agreement, a copy of which appears as an Annexure to this Agreement.

Joint PhD Program means the Joint PhD Program that the parties agree to conduct under the terms of the Joint PhD Agreement.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
PhD means Doctor of Philosophy.

Product means any Intellectual Property means each product that:

(a) embodies or incorporates that Intellectual Property; or
(b) results from the use of any method or process that comprises that Intellectual Property.

Project means the establishment and operation of the Academy on the terms of this Agreement.

Project IP means all Intellectual Property created in the course of or arising from the performance of this Agreement (and including Project IP as defined in the Joint PhD Agreement and Student IP), but excluding Student IPR.

Program Material means all material created or modified in the course of or arising for use in the Academy.

Publication means any conference paper, article for a journal, book or a portion of a book, Thesis, broadcast or other means of disclosure which comes out of, or relates to, the Collaboration, including any which contains Confidential Information, Project IP or Background IP.

Student means any postgraduate research student enrolled at UQ and IITD and who is undertaking the Joint PhD degree program as per the UQIDAR Guidelines, which may be altered from time to time.

Student IP means all Intellectual Property created by a Student in the course of or arising from his or her candidature under the Joint PhD Agreement, but excluding Student IPR.

Student IPR means copyright in any Thesis and in any article authored solely by a Student.

Term means the term of this agreement, being the period starting on the Commencement Date and which is set out in Schedule 1.

Thesis means any work, or subject matter other than a work, submitted by a Student for examination for the award of a PhD degree.

1.2 Interpretation
In this Agreement:

(a) the singular includes the plural and vice versa, and a reference to a gender includes the other genders;

(b) headings are for reference only and do not affect the meaning of any provision;

(c) a reference to this Agreement includes any schedules or annexures to this Agreement, and a reference to a clause, paragraph, schedule or annexure is a
reference to a clause or paragraph or schedule or annexure to this Agreement;

(d) a reference to a document or agreement, including a reference to this Agreement, includes a reference to that document or agreement as novated, varied or replaced from time to time;

(e) a reference to a month is a reference to a calendar month;

(f) a reference to an individual includes a reference to bodies corporate, collaborations, incorporated and unincorporated associations, firms, joint ventures, trusts, governments and governmental and semi-governmental bodies;

(g) a reference to any legislation, regulation or other statutory instrument includes a reference to any enactment, amendment, substitution or consolidation and any statutory instrument issued pursuant to such legislation, regulation or other statutory instrument;

(h) no rule of construction applies to the disadvantage of the party that drafts this Agreement on the basis that the party suggested the relevant drafting;

(i) references to a party mean UQ or IITD and references to the parties mean of UQ and IITD; and

(j) words such as “includes” and “including” do not impose any limitation on the construction of general language that is followed by specific examples.

2 Term

2.1 Term

The parties enter into this Agreement for the Term (unless the Agreement is validly terminated in accordance with the other terms of this Agreement).

2.2 Extension

The parties may extend this Agreement for further terms of five years, but only if at least six months before the last day of the Term (or any extended Term), the parties agree in writing to extend the term for a further period of five years either on the same terms and conditions, or on terms and conditions mutually agreed by the parties.

2.3 Joint PhD Agreement

The parties agree that this Agreement takes effect only if they enter into the Joint PhD Agreement contemporaneously with this Agreement. The parties agree to conduct the Joint PhD Program pursuant to the terms of the Joint PhD Agreement, which is made pursuant to the terms of this Agreement. For clarity, the parties agree that the Joint PhD Agreement expires upon termination or expiry of this Agreement for any reason, and that a breach of the Joint PhD agreement is a material breach of this Agreement.

3 Academy

3.1 Academy

The Parties establish the Academy for the purposes of:
(a) enrolling Students for the Joint PhD Program and managing and marketing the Joint PhD Program;

(b) developing links and access to international research organisations;

(c) developing a program for academics employed by each party to spend time at each other’s institution;

(d) seeking engagement with External Organisations to provide funding to the Academy, internships for Students within their organisations or monetary contributions from private sector organisations; and

(e) other purposes and functions the parties may agree upon from time to time, which the parties will document separately as agreed between the parties.

3.2 Operations of the Academy

(a) The parties appoint a Board to manage the Academy’s operations.

(b) The Board may delegate:

(i) powers and duties to such committees as it sees fit and will determine the composition, powers, quorum for meetings and other matters they may decide upon;

(ii) day to day management of the Academy to the CEO.

3.3 No partnership or agency

This Agreement is not intended to create a partnership between the parties. Further, a party is not the agent or representative of the other party save to the extent, if at all, the contrary is provided for in this Agreement, or in particular circumstances it is a necessary consequence of performing obligations under this Agreement.

3.4 Good faith but not fiduciaries, skill and care

(a) Each party agrees to act in good faith towards the other in relation to the Collaboration. That obligation of good faith is not intended to create a fiduciary relationship between the Parties.

(b) Each Party agrees to act with reasonable skill and care in relation to the Collaboration.

4 Contributions of the Parties

4.1 Contributions

(a) The parties agree to provide the Contributions.

(b) The Board will review the Contributions annually as a part of setting each annual budget, and must agree upon any changes to the Contributions.
4.2 Budget

(a) The parties agree to set an annual budget as a decision of the Board, detailing and allocating the UQ Contribution and the IITD Contribution payable in respect of the relevant year, as well as any other relevant financial matters, and will act reasonably in agreeing upon an annual budget.

(b) The annual budget for the first year of the Term is set out in Schedule 3. If the parties cannot agree upon a new annual budget, the budget for the previous year applies until they reach agreement.

(c) The parties agree to follow each annual budget, but may agree to amend the annual budget from time to time. The parties will act reasonably in negotiating and agreeing upon any amendment to an annual budget.

5 Board

5.1 Membership and voting

(a) The Board comprises eight members, and each party nominates four members. Only the party nominating a member to the Board may remove and replace a Board member. A UQ Nominee is a member appointed by UQ to the Board, and an IITD Nominee is a member appointed by IITD to the Board. A Board member need not be an officer of either UQ or IITD. The names of the Board members at the Commencement Date are set out in Schedule 1.

(b) Each Board member has one vote.

(c) Board decisions about the Critical Matters must be by at least a three-quarters majority of the members present.

(d) Board decisions about matters other than Critical matters must be by a simple majority vote of the members present.

(e) The parties agree to treat any deadlock as a Dispute, and resolve it using the Dispute Resolution procedures in this Agreement.

(f) The CEO must attend all Board meetings as an observer and may give any input reasonably required.

5.2 Chairperson

The name of the Chairperson for the first year of the Term is set out in Schedule 1. A Chairperson must be a Board member. On each anniversary of the Commencement Date, the parties will alternately appoint one of their own nominees from the Board to be Chairperson for that year.

5.3 Secretary

The Board will appoint a secretary to keep minutes of Board meetings, arrange and coordinate such meetings and keep records of all decisions made by the Board. The secretary need not be a member of the Board and may be replaced from time to time by the Board.
5.4 Meetings

(a) The Board will meet once every quarter and not fewer than four times each year. Board meetings may take place in person or using any technology, and at any place, agreed by the Board members. In addition to these four meetings, the Board may meet if any member of the Board calls for a Board meeting by giving not fewer than seven days’ written notice to all other members of the Board. The parties will use their best endeavours to attend meetings in person if possible.

(b) The parties will ensure that the Secretary gives to all members notice of meetings together with an agenda for the meeting and supporting material at least seven days before the meeting (or a shorter time if the Chairperson reasonably considers that appropriate in the circumstances).

(c) A Board member wanting a matter to be placed on the agenda for a meeting of the Board must direct that request to the CEO. The CEO will prepare the agenda and Board papers for Board meetings.

(d) The Secretary will give copies of the minutes of each Board meeting within 14 days after the relevant meeting, and those minutes are taken to be approved as an accurate record by members who were present at the meeting, unless a Board member considers they are inaccurate, in which case that Board member must notify the other Board members in writing within 14 days of receipt of the minutes, and may raise the matter at the next meeting of the Board for decision by the Board.

5.5 Quorum

(a) A quorum of a Board meeting is:

(i) in respect of decisions about Critical Matters – at least six Board members, and at least two UQ nominated members and two IITD nominated members; and

(ii) in respect of decisions which are not about Critical Matters – at least four Board members (for clarity, that means there must be at least one UQ nominated member and one IITD nominated member).

(b) A party may appoint a substitute for a Board member if that Board member cannot attend the meeting due to ill health, leave or other reasonable cause.

(c) If a quorum is not present within one hour after the time appointed for commencement of a meeting, the meeting is dissolved and is of no effect, but the members present may agree to adjourn the meeting to another date, time and place.

5.6 Conflict of Interest

A member who has a material personal interest in a matter under consideration by the Board must declare the nature and the extent of that interest to the other members and, having done so, is not entitled to participate in the consideration of the matter and in any associated decision making process, unless the Board decides that is not appropriate.
5.7 Invitees
The Board may invite relevant experts and the CEO and other persons of interest to Board meetings.

5.8 Committees of the Board
(a) The Board may delegate such powers to committees of the Board as it sees fit. The Board will have several sub-committees including search recruitment and remuneration, audit and risk, Academy Management Committee, APAC, and other committees the Board may approve from time to time.

(b) The Board will decide on matters relating to the holding of meetings, decisions and quorum, as well as any disputes about the membership or composition of any Committee that it establishes. The Terms of Reference of the Committees appear in Schedule 1.

(c) The membership of all other committees of the Board will be held equally between UQ and IITD.

(d) When delegating such powers, the Board will decide on:

   (i) the terms of reference, and the functions and purposes of the committees;

   (ii) the membership of the sub committees and the term of the members;

   (iii) matters relating to the holding of meetings, decisions and quorum;

   (iv) any other matters as the Board sees fit.

(e) The initial set of Sub-Committees of the Board and their terms of reference are set out in Schedule 1.

5.9 Academy Strategy Research Advisory Council
(a) The parties agree to create the ASRAC as an advisory body to the Board.

(b) The function of the ASRAC is to advise the Board about the Academy’s strategic directions, and to deal with matters set out in Schedule 1, and any other matters the parties may agree upon.

(c) The Board will review the composition and functions of the Committee at times agreed by the Board.

6 CEO

6.1 Powers and Duties of the CEO
(a) The Board will appoint a CEO on terms and conditions set by the Board to:

   (i) manage the day to day affairs of the Academy;

   (ii) provide leadership and direction to the Academy;
(iii) advocate and champion the Academy within UQ and IITD and externally;

(iv) undertake business development for the Academy;

(v) provide pastoral care to PhD candidates of the Joint PhD Program.

(vi) Other matters the parties may agree upon.

(b) The CEO may not be a Board member.

(c) Among other things, the CEO must ensure that:

(i) proper financial records are maintained and submitted to the Parties not later than the 25th day of each month;

(ii) a budget is prepared for the Academy for each Financial Year and presented to the Board no later than two months after the end of each Financial Year;

(iii) a Background IP, Background Material and Confidential Information Register is maintained;

(iv) before the end of the Financial Year of each year the affairs of the Academy are audited by an auditor approved by both UQ and IITD.

7 Access to premises of the Academy

UQ and its authorised representatives will at all times, but upon reasonable notice, have access to such part of IITD’s premises at which a Student’s project is being undertaken or the records of the Academy or the offices of the CEO.

8 Intellectual Property

8.1 Intellectual Property provisions

(a) The Joint PhD Agreement deals with certain Intellectual Property matters, and provides for the terms of this Agreement to apply to Project IP.

(b) The provisions of this clause 8 apply to Project IP referred to in:

(i) the Joint PhD Agreement; and

(ii) this Agreement,

but if the parties have agreed to deal with Project IP as defined in the Joint PhD Agreement differently from the matter set out in this Agreement, the parties' agreement about the Project IP made under the Joint PhD Agreement prevails.

(c) For clarity, except as expressly set out in this clause or in the Joint PhD Agreement, nothing grants a licence or assignment of any Intellectual Property of a party to the other party.
8.2 Licence of Background IP and Background Material
Each party agrees to make available and grant to the other party a perpetual, non-exclusive, non-transferable, royalty-free licence to use that party’s Background IP and Background Material:

(a) for the purposes of the Joint PhD Program; and

(b) for the purposes of this Agreement.

8.3 Use and security
Each party must:

(a) keep the Background IP and the Background Material secure to the same standard as that party keeps its own Material of a similar nature (and, in any event, to at least a reasonable standard); and

(b) not provide the other party’s Background IP and Background Material to a third party (other than a Student for the purposes of the Joint PhD Program).

8.4 Warranty
Each party represents and warrants to the other party that:

(a) the licence of Background IP and Background Material granted under this clause does not infringe a third party’s Intellectual Property rights (to the best of that party's knowledge at the date of this Agreement);

(b) it is not aware of any allegation that the licence of Background IP and Background Material granted under this clause infringes the Intellectual Property rights of any third party, and

(c) it will not assign, encumber or otherwise deal with or Commercialise its Background IP and Background Material in a manner that would prohibit or limit use of that Background IP and Background Material to perform Projects (except with the other party’s prior approval, which may not be withheld or delayed unreasonably).

8.5 Background IP, Background Material and Confidential Information Register

(a) Each party must inform the CEO as soon as practicable after it makes Background IP, Background Material or Confidential Information available to a Student for use in the PhD Program of that Student, and give the CEO details of that Background IP, Background Material and Confidential Information.

(b) The CEO will keep a register of all Background IP, Background Material and Confidential Information contributed or disclosed by a party for a Project.

8.6 Background IP and Background Material protection and infringement
Each party must:

(a) take all reasonable steps to protect, maintain and enforce Background IP made available for the Joint PhD Agreement or this Agreement;
(b) give the other party prompt notice of any infringement of Background IP or unauthorised access to the Background Material that comes to that party's attention; and

(c) give the other party all assistance reasonably required to protect the other party's Background IP or Background Material at the other party's cost.

8.7 Ownership of Project IP and Project Material

The parties agree:

(a) that they own all Project IP and Project Material jointly as tenants in common in proportion to their respective contributions to its development;

(b) to assign all their right, title and interest to the extent required to give effect to this clause, as and when it is created; and

(c) to execute all necessary documents and take all reasonable action to give effect to that assignment.

8.8 Licence of Project IP and Project Material

Each party agrees to make available and grant to the other party a perpetual, non-exclusive, non-transferable, royalty-free licence to use the Project IP and Project Material:

(a) for the purposes of the Joint PhD Program; and

(b) for the purposes of this Agreement.

8.9 Course Material

(a) Where a party provides course material for use in the Joint PhD Program, it grants the other Party a non-transferable non-exclusive licence to use that Course Material for the purpose of providing the Joint PhD Program. That licence does not extend beyond the duration of the Joint PhD Program.

(b) Where Course Material is jointly developed by the parties for the purpose of the Joint PhD Program, they own that Course Material jointly in proportion to their respective contributions to its development.

(c) Each Party may use jointly developed Course Material for the purpose of the Joint PhD Program.

(d) Neither Party may use jointly developed Course Material for purposes other than the Joint PhD Program without the prior written consent of the other Party.

(e) Each Party warrants that wherever it contributes Course Material for use in the Program it will, so far as it is aware, have and will retain the right (including IPR's) to contribute that Course Material to the Joint PhD Program for the purpose for which it is contributed.

(f) Each Party warrants that where it contributes to jointly developed Course Material it will have and will retain the right (including IPRs) to make that contribution.
8.10 Moral rights and consent

(a) A reference in this clause to "moral rights" is to moral rights as defined in Copyright Legislation.

(b) Where a Party licenses the use of Course Material or Project IP to the another Party, the Licensor will obtain in writing all necessary moral rights consents to allow the recipient of the licence to make use of the Course Material or Project IP without attribution of authorship to the author/s of the Course Material or Project IP and, further, to make such alternations, additions or other changes to the Course Material as the Licensee deems fit.

(c) The Party providing the licence will provide the recipient of the licence with the written consents provided for in paragraph (a) above upon being requested to do so by the recipient.

8.11 Intellectual Property Protection and Commercialisation

(a) The parties will review Project IP from time to time and will promptly notify the parties of the stage of development of Project IP.

(b) The parties acknowledge that the Board will:

(i) determine the scope and content of any application for, or prosecution or protection of, any Project IP, and may file any applications in the name agreed between the parties; and

(ii) make decisions about whether to Commercialise Project IP, the terms of that commercialisation, and the parties’ respective entitlement to any proceeds of that Commercialisation.

9 Marketing

9.1 Marketing

All marketing material relating to the Academy is to be approved by each of the Parties prior to its use, except to the extent that the Parties may agree otherwise in writing in relation to particular types of marketing material. The expression "marketing material" includes all types of advertising, promotional and guidance material.

9.2 Logos

A Party’s use of the other Party’s logo for marketing or other purposes will be subject to the conditions reasonably imposed by the other Party, including that party’s internal guidelines. Each party may only use the other's logo for the purposes of this Agreement, and must cease using the logo upon termination of this Agreement. The conditions of use may include, without limitation:

(a) prior approval of the context in which the Party’s logo can be used; and

(b) compliance with any style guides related to the use of that logo.

The expression "logo" includes registered and unregistered trademarks and other brands.
10 Indemnity

10.1 Indemnity

(a) Each Party indemnifies ('Indemnifying Party') and agrees to keep indemnified the other Party, its directors, officers, employees, agents and students ('Indemnified Party') against all liability, loss, costs, damages or expenses (including legal costs and expenses) incurred or suffered by the Indemnified Party as a result of any willful misconduct or negligent act or omission by the Indemnifying Party in or in relation to this Agreement.

10.2 Limitation

(a) Neither Party will be liable to the other Party under the indemnity in this clause for incidental damages such as loss of profits, revenue, goodwill or opportunities, and, further, the Indemnifying Party's liability under that indemnity is reduced to the extent that any liability, loss, costs, damages or expenses arise from or are attributable to any willful or negligent act or omission by the Indemnified Party.

(b) The indemnity in clause 10.1 is in addition to, and not in substitution for, any other rights which the Indemnified Party may have against the other Party at common law or otherwise.

11 Confidentiality

11.1 Obligations of confidence

Each party:

(a) must keep the other party's Confidential Information confidential and secure;

(b) must not use or copy the other party's Confidential Information for any purpose other than performing that party's obligations or exercising that party's rights under this Agreement;

(c) may only allow access to the Confidential Information of the other parties to the officers, employees and consultants of that party who have a need to know the Confidential Information and who are bound by obligations of confidence to that party to at least the standard contemplated by this clause;

(d) must not disclose the other party's Confidential Information to any third party; and

(e) must not use the other party's Confidential Information to the disadvantage of that other party.

11.2 Exception

The duty of confidentiality under this clause does not apply to the other party's confidential information to the extent that:

(a) The Confidential Information is required to be disclosed:

(i) under applicable law; or
(ii) by any listing rules applying to that party (or its related bodies corporate),

but only if the disclosing party gives the other party all available notice to enable the other party to attempt to remove that requirement and the disclosing party only discloses the minimum information required; or

(b) it is reasonably necessary to disclose the Confidential Information to:

(i) obtain professional legal or financial advice from a third party; or

(ii) any potential purchaser or financier of the business of a party,

but only if the disclosing party first ensures that a person referred to in paragraph 11.2(a)(i) or 11.2(a)(ii) of this clause is bound by a duty of confidence to that party to at least the standard contemplated by this clause in respect of the Confidential Information and the disclosing party only discloses the minimum information required.

11.3 Injunctive relief

Each party acknowledges and agrees that:

(a) if that party breaches this clause in relation to another party’s Confidential Information, the other party may suffer loss or damage caused by that breach for which monetary remedies are not adequate; and

(b) if that party attempts to breach or threatens to breach this clause in relation to another party’s Confidential Information, the other party may seek injunctive relief including an injunction restraining that party from committing any breach of this Agreement without the necessity of proving that actual loss or damage has been sustained or is likely to be sustained by that party.

11.4 Publication

(a) If a party (Publishing Party) wishes to disclose Confidential Information (including a disclosure of Project IP or description of Project Material) by means of a Publication, the Publishing Party must first obtain the other party’s written consent, which may not be unreasonably withheld or delayed.

(b) The Publishing Party must submit a draft of the proposed Publication to the other Party (Responding Party) at least thirty days before it intends to submit the draft for Publication.

(c) The Responding Party must respond within thirty days of receiving a request contemplated by clause 11.4(b) by:

(i) consenting to the Publication;

(ii) consenting to the Publication subject to data being anonymised or that party’s Confidential Information being removed from the draft; or

(iii) requesting a delay of no greater than twelve months in disclosing the Publication so as not to prejudice protection of Intellectual Property or
Commercialisation of Project IP or Project Material.

(d) If the Responding Party does not respond to the Publishing Party within thirty days, Responding Party consents to the Publishing Party publishing the draft in the form submitted for review.

(e) If the Responding Party responds as contemplated by subparagraph (c) of this clause, it must give the Publishing Party reasons to justify not providing unconditional consent, and the Publishing Party may ask Responding Party to review those reasons in good faith and in a timely manner, and then give feedback to the Publishing Party.

(f) The obligations in this clause entitled “Publication” survive the Term of this Agreement for a period of five years.

(g) Subject to the next clause entitled “Theses”, the parties acknowledge and agree that any Student may include the results of the Project, in whole or in part, as part of their Thesis.

(h) When any party publishes any material in relation to the PhD Program, that party must acknowledge, at a prominent place in the Publication, the support of the other party in the Joint PhD Program.

11.5 Theses
A party submitting a Thesis for examination must use its best endeavours to ensure that the examiner will keep the Thesis confidential. Despite the previous clause entitled “Publication”, a Thesis may only be kept confidential for a period of not more than 18 months.

12 Review of Academy and Termination

12.1 Review of Operations
During the third year of the Term, the parties may conduct a review of the operations of the Academy, the Ph.D Program and the performance of the CEO. Subsequent reviews will be conducted every 5 years. The President and Vice-Chancellor of The University of Queensland and the Director of the Indian Institute of Technology Delhi will determine the timing, terms, format and membership committee of the Review. The parties agree to consider the recommendations of the review in good faith.

12.2 Termination for material breach
(a) Either party may terminate this document immediately by written notice to the other party if:

(i) the other party is Insolvent;

(ii) the other party commits a material breach of this document and the breach:

(iii) is not capable of being remedied; or

(iv) is capable of being remedied and the defaulting party does not remedy
it within 60 days of being notified to do so.

(b) The parties agree that a breach of the Joint PhD Agreement is a material breach of this Agreement.

12.3 Termination rights waiver

Each party expressly waives any rights that party may have had to terminate this Agreement other than in accordance with this clause 12.

12.4 After termination or expiration

After this Agreement expires or terminates for any reason, the parties agree that:

(a) a party’s accrued rights and remedies are not affected;

(b) each party must return or destroy the other party’s Confidential Information, Background IP and Background Material in that party’s possession or control;

(c) the following clauses survive and are not affected by termination or expiry: the clauses headed “Intellectual Property”, “Confidentiality”, “Indemnity”, “Dispute Resolution”, “Insurance”, “Privacy” and “General”, as well as any other provisions intended by the parties to survive termination or expiration.

13 Dispute Resolution

13.1 Mediation

(a) If a Dispute arises under this document, the parties agree to use all reasonable endeavours to settle the Dispute expeditiously.

(b) A party claiming that a Dispute has arisen must give written notice containing details of the Dispute to the other party. Each party must then nominate a senior representative with authority to negotiate on behalf of that party to settle the Dispute.

(c) If the parties do not resolve the Dispute within thirty days after receipt of the notice, the parties’ representatives will agree on a process to resolve the Dispute (for example, through further negotiations, mediation, conciliation or independent expert determination, and failing agreement about that process within a further thirty days, either party may commence court proceedings.

13.2 Costs

Each party must bear its own costs, and equally share the costs incurred through mediation or arbitration, associated with the resolution of any Dispute prior to the matter being initiated as a court proceeding.

14 Privacy

(a) In this clause, “Privacy Act” means the Information Privacy Act 2009 (Queensland), and any applicable legislation of similar effect applicable to IITD in India.

(b) This clause applies only where a party deals with Personal Information when, and
for the purpose of, performing its obligations under this Agreement.

(c) Each party acknowledges that:

(i) it is a 'contracted service provider' within the meaning of section 34 of the Privacy Act;

(ii) it is a "contracting agency" within the meaning of section 34 of the Privacy Act; and

(iii) Agreement is a 'service arrangement' within the meaning of section 34 of the Privacy Act.

(d) In relation to the performance of obligations under this Agreement, each party must:

(i) use or disclose personal information however obtained during the course of performance of its obligations under this Agreement, only for the purposes of this Agreement;

(ii) not perform any act or engage in any practice that would breach an Information Privacy Principle contained in Schedule 4 of the Privacy Act, which if performed or engaged in by an agency, would be a breach of that Information Privacy Principle;

(iii) carry out and discharge the obligations contained in the Information Privacy Principles as if the party were an agency under the Privacy Act;

(iv) notify individuals whose personal information is in the possession or under the control of the party for the purpose of this Agreement, that complaints about acts or practices of the party may be adjudicated by the Queensland Civil and Administrative Tribunal which has power to award compensation against the party in appropriate circumstances;

(v) immediately notify the other party becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 14, whether by the party or any contractor or subcontractor to the party;

(vi) comply as far as practicable with any reasonable inquiries, directions, guidelines, determinations or recommendations given by each of the Parties or the Information Commissioner or equivalent role in India concerning the discharge by the party of its obligations under this clause 14, to the extent that such inquiries, directions, guidelines, determinations or recommendations are not inconsistent with the requirements of this Agreement; and

(vii) ensure that any employee of the party who is required to deal with personal information for the purposes of this Agreement is made aware of, and undertakes to comply with, the party's obligations under this clause.

(e) The party must ensure that any contract entered into for the purpose of fulfilling
the party's obligations under this Agreement contains provisions to ensure that the contractor has the same awareness and obligations as the party has under this clause including the requirement in relation to subcontracts.

(f) Either Party must not transfer personal information in its possession or control outside of Queensland or India without the authority of the other party.

(g) In addition to the other provisions of this clause, IITD agrees to comply with all laws and regulations relating to privacy and handling and processing personal data that apply to it in India.

15 Notices

15.1 Form

(a) Unless this document expressly states otherwise, all notices, demands, certificates, consents, approvals, waivers and other communications in connection with this document must be in writing and signed by the sender (if an individual) or an authorised officer of the sender.

(b) All communications (other than email communications) must also be marked for the attention of the person referred to in the Details (or, if the recipient has notified otherwise, then marked for attention in the way last notified).

(c) Email communications must state the first and last name of the sender and are taken to be signed by the named sender.

15.2 Delivery

Communications must be:

(a) left at the address referred to in the Details;

(b) sent by regular ordinary post (airmail if sent from one country to another) to the address referred to in the Details, or

(c) sent by email to the address referred to in the Details.

If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

15.3 When effective

Communications take effect from the time they are received or taken to be received under clause 15.4 (whichever happens first) unless a later time is specified in the communication.

15.4 When taken to be received

Communications are taken to be received:

(a) if sent by post, fourteen days after posting; or

(b) if sent by email:

   (i) when the sender receives an automated message confirming delivery; or

   (ii) when the sender receives a response to the email, if any.
(ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed, whichever happens first.

15.5 Receipt outside business hours
Despite anything else in this clause 15, if communications are received or taken to be received under clause 15.4 after 5.00pm on a Business Day or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day. For the purposes of this clause, the place in the definition of Business Day is taken to be the place specified in the Details as the address of the recipient and the time of receipt is the time in that place.

16 General

16.1 No assignment
Neither party may assign, novate, or otherwise deal with its rights or obligations under this document or allow any interest in them to arise or be varied.

16.2 Costs
The parties agree to pay their own costs in connection with the preparation, negotiation, execution and completion of this document.

16.3 Stamp duty and registration fees
The parties agree to share equally in respect of any all stamp duty, registration fees and similar taxes payable or assessed as being payable in connection with this document or any other transaction contemplated by this document if such fees are payable in India or Australia (including any fees, fines, penalties and interest in connection with any of those amounts).

16.4 Variation and waiver
A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

16.5 Consents, approvals or waivers
(a) By giving any approval, consent or waiver neither party gives any representation or warranty as to any circumstance in connection with the subject matter of the consent, approval or waiver.

(b) Each party agrees to comply with all conditions in any consent, approval or waiver.

16.6 Discretion in exercising rights
Unless this document expressly states otherwise, either party may exercise a right, power or remedy or give or refuse its consent, approval or a waiver in connection with this document in its absolute discretion (including by imposing conditions).
16.7 Partial exercising of rights
Unless this document expressly states otherwise, if a party does not exercise a right, power or remedy in connection with this document fully or at a given time, that party may still exercise it later.

16.8 Conflict of interest
Either party may exercise their rights, powers and remedies in connection with this document even if this involves a conflict of duty or they have a personal interest in their exercise.

16.9 Remedies cumulative
The rights, powers and remedies in connection with this document are in addition to other rights, powers and remedies given by law independently of this document.

16.10 Indemnities and reimbursement obligations
Any indemnity, reimbursement or similar obligation in this document:
(a) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with this document, any settlement or any other thing;
(b) is independent of any other obligations under this document; and
(c) continues after this document, or any obligation arising under it, ends.
It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity in connection with this document.

16.11 Counterparts
The parties may enter into this document by exchanging executed counterparts, including by email, in which case the counterparts constitute one binding document.

16.12 No liability for loss
Unless this document expressly states otherwise, neither party is liable for any loss, liability or costs arising in connection with the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy in connection with this document.

16.13 Severability
If the whole or any part of a provision of this document is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this document has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this document or is contrary to public policy.

16.14 Jurisdiction and Forum
If a dispute arises under or in connection with this Agreement that the parties cannot resolve under clause 13, the parties agree as follows:
(a) If the dispute relates to facts, matters or circumstances arising wholly or substantially in Delhi, the parties agree:
(i) that the laws that apply in Delhi apply to this Agreement and to that dispute; and

(ii) to submit to the non-exclusive jurisdiction of the courts located in Delhi.

(b) If the dispute relates to facts, matters or circumstances arising wholly or substantially in Queensland, the parties agree:

(i) that the laws of Queensland apply to this Agreement and to that dispute; and

(ii) to submit to the non-exclusive jurisdiction of the courts of the Queensland.

(c) If the dispute relates to any other facts, matters or circumstances, the parties agree:

(i) that the laws of the defendant’s jurisdiction apply to this Agreement and to that dispute; and

(ii) to submit to the non-exclusive jurisdiction of the courts of the defendant’s jurisdiction

16.15 Severability

To the extent that any portion of this Agreement is void or otherwise unenforceable, that portion is severed and this Agreement is construed as if the severable portion had never existed.

16.16 Counterparts

(a) This Agreement is validly executed if signed in any number of counterparts and the counterparts taken together constitute one document.

(b) Each party may communicate its execution of this Agreement by successfully transmitting an executed copy of this Agreement by facsimile or email to the other party.

16.17 Waiver and Variation

A provision of this document, or right, power or remedy created under it may not be varied or waived except in writing signed by the party to be bound.

16.18 Discretion

Unless otherwise expressly contemplated, where a provision of this Agreement contemplates that a party may exercise its discretion then that party is entitled to exercise that discretion absolutely, with or without conditions and without being required to act reasonably or give reasons.

16.19 Waiver

A right under this Agreement may only be waived by a party in writing to the extent expressly set out in that waiver.
16.20 Relationship

This Agreement does not create a relationship between the parties of trust or agency.

16.21 Several obligations

The obligations and liabilities of the parties under this Agreement are several and not joint or joint and several.

16.22 Insurance

(a) In addition to the other insurances required by this Agreement, UQ agrees at all times to hold and maintain insurance policies (or equivalent forms of self-insurance) for so long as they have any obligations under this Agreement, in respect of the following insurances:

(i) professional indemnity insurance covering legal liability for loss or damage suffered in respect of the negligent acts or omissions of the other party for a minimum amount of $AUD20 million per claim;

(ii) public liability insurance covering legal liability for any personal injury and property damage claims arising in connection with the performance of the Addendum for a minimum amount of $AUD20 million per claim; and

(iii) workers' compensation insurance as required by law.

(b) IITD does not hold the insurances that UQ holds under clause 16.22 (a). IITD is a public institution and as per norms public institutions do not take or are not required to take a separate liability insurance in India, but all such institutions are liable for any penalties or damages awarded by any Honourable Court or through legal arbitration procedures and to that extent can be considered to have liability, as applicable.
## Schedule 1

<table>
<thead>
<tr>
<th>Details</th>
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| **IITD’s Details** | Joint Registrar (Academics)  
Indian Institute of Technology Delhi  
Hauz Khas, New Delhi 110016, India  
P: +91-11-2659 1737 (0)  
E: drpgsr@admin.iitd.ac.in |
| **UQ’s Details** | Director, Graduate School  
Level 6, Building 62, University of Queensland  
St Lucia, Qld, 4072 Australia  
P: 61 7 3360 503  
E: graduateschool@uq.edu.au |
| **Commencement Date** | 22 September 2018 |
| **Term** | The period of eight years starting on the Commencement Date |
| **Chairperson** | Professor Peter Høj |
| **UQ Board members** | Professor Peter Høj, Professor Mohan Krishnamoorthy, Professor Alastair McEwan, Dr Jessica Gallagher |
| **IITD Board members** | Professor V. Ramgopal Rao, Professor M. Balakrishnan, Professor Shantanu Roy, Professor Naveen Garg |
| **CEO** | To be determined by the parties as soon as practicable after the Commencement Date |
Critical Matters

(a) Business plan - adopt and approve a business plan for the Academy and vary that business plan;

(b) Contributions - changes to the parties’ Contributions;

(c) Employees and CEO - appoint or remove or materially change the terms of engagement of the CEO or any other key executives with a total remuneration package in excess of $AUD25,000 (approx. INR 12,50,000 or 12.5 Lakhs) per annum, or pay any such person a bonus;

(d) Board composition - appoint a member or otherwise alter the structure of the Board other than in accordance with this agreement;

(e) Budget and accounts - the approval of the annual budget and the quarterly and annual accounts of the Academy;

(f) Critical matters referred to by Subcommittees and ASRAC – consider critical matters referred to the Board in reports from subcommittees of the board such as the academy management committee (AMC), audit and risk subcommittee (ARS), academy program advisory committee (APAC), academy IP committee (AIPC) and consider corrective actions, if any;

(g) Extension of Collaboration Agreement – review and approval of other instruments of other collaborations, such as joint postdoctoral programs, distinguished visitors program, new academic initiatives, etc. Any extensions will be made pursuant to a separate addendum, in the nature of the Joint PhD Agreement.

(h) Accounting practices - any change to the accounting practices and policies of the Academy;

(i) Change of objectives - make a material change in the nature of the Academy’s objectives as set out in clause 3.1;

(j) Commercialisation - make decisions about whether to Commercialise Project IP, the terms of that commercialisation, and the parties’ respective entitlement to any proceeds of that commercialisation.

(k) Financial indebtedness - incur any financial indebtedness by the Academy which exceeds $AUD200,000, (approx. 1,00,00,000 or 1 Crore) INR (and for these purposes, “financial indebtedness” means any indebtedness, present or future, actual or contingent, in respect of money borrowed or raised or any financial accommodation);

(l) Encumbrances - grant any mortgage, lien, or security interest over or in respect of all or any material part of any property, assets of the Academy or the issuance of any guarantee in favour of the obligations of a third party;

(m) Insurance - enter into any D&O insurance policy for the Board and the Academy’s senior executives; and

(n) Sale - a sale of a majority of the assets of the Academy or a transaction to sell or licence all or a substantial part of any the Intellectual Property Rights.

(o) Industry partners – approving industry engagement partnerships and contracts and, where these partners qualify as a “Strategic Industry Partner” (SIP), to approve their position on the ASRAC.

(p) Associate partners – approving new Associate partners and, where these partners qualify as a “Strategic Industry Partner” (SIP), to approve their position on the ASRAC.
Committees

Academy Strategic Research Advisory Council (ASRAC)

Terms of Reference

Pursuant to Item [5.9] of the Collaboration Agreement between the University of Queensland (UQ) and IIT Delhi (IITD), the UQ IITD Academy of Research (UQIDAR) Joint Venture Board (JVB) will appoint an Academy Strategic Research Advisory Council (ASRAC) consisting of leading researchers, eminent academics, captains of industry and possibly government leaders from India and Australia who will provide strategic advice to the JVB on any matter.

The ASRAC will not have any determinative powers but will assist in the promotion of the UQIDAR (or “the Academy”), its research directions, its research capabilities and identifying the research gaps that it must address. It is expected that the ASRAC will provide advice on request to the UQIDAR JVB concerning amongst other things, research funding opportunities, connections to industry, the Academy’s research priorities, directions and strategies or on any other matter requested by the JVB.

The role of the ASRAC is to:

- Support the development of UQIDAR’s research strategy,
- Review UQIDAR’s research strategy from time to time,
- Monitor the implementation of UQIDAR’s research strategy,
- Identify and recommend industry (and other large-scale funding) opportunities that UQIDAR must connect with so as to seek engagement,
- Measure and monitor targets on research performance, aimed appropriately at delivering research excellence and research impact through the work carried out in the UQIDAR,
- Review research policies and guidelines, from time to time and monitor its implementation where appropriate,
- Suggest strategies to enhance research performance,
- Identify opportunities for the UQIDAR to establish stronger research collaborations with research institutes and other research entities, where appropriate,
- Receive updates on progress with industry engagement and IP commercialisation on a regular basis and provide advice on directions being pursued, and
- Provide advice on any matter referred to it by the JVB and the CEO.

Membership

- The ASRAC is expected to have five types of members and one group of observers:
  1. Institutional Members (3 nominees from UQ and 3 nominees from IITD),
  2. JVB Members (Chair and Co-Chair),
  3. Chancellor of UQ and Chair of the Board of Governors of IITD,
  4. Strategic Industry Partner (SIP) nominees,
  5. Strategic Associate Partner (SAP) nominees,
  6. Institutional observers (other JVB members who are ASRAC observers).
- There is no maximum on the number of members of the Advisory Council.
- The members of the ASRAC need not be employees of (or be directly associated with) either UQ or IITD.
- The JVB may appoint UQ and IITD employees as institutional observers of the ASRAC.
- The expectation is that all JVB members of UQIDAR will be either members of the ASRAC or observers.
- Unless otherwise determined by the UQIDAR JVB, each ASRAC member’s appointment to the Council is honorary and such members will not be remunerated for their participation in the ASRAC.
• An ASRAC member may be reimbursed for travel expenses which relate directly to the activities of the UQIDAR. Generally, such members will have prior approval for the purpose of the travel from the JVB Chair and/or the UQIDAR CEO.
• The CEO of the UQIDAR will be responsible for preparing ASRAC papers under advisement of the JVB.
• The CEO will be invited to attend the meetings and will provide secretarial support to the Advisory Council.

Meetings
It is expected that the UQIDAR Academy Strategic Research Advisory Council (ASRAC) will meet TWO (2) times every year.

The meetings will be conducted by phone, video conference or Skype/Zoom/WebEx, with the understanding that it may be possible for some ASRAC members to attend in person too.

Quorum
For ASRAC meetings to be quorate, it is necessary for one third of the members of the Council to be able to contribute to proceedings of the meeting either in person or by telephone or video conferencing. Note that, for the purpose of determining quorum we will not include institutional observers.

Appointment of the Chair(s)
• The Chair is appointed on the recommendation of the JVB for a period of three years.
• The JVB will also appoint a Deputy Chair.
• Should the Chair not be able to attend a particular meeting, the Deputy Chair will conduct that meeting.
• Should the Chair and the Deputy Chair not be able to attend a particular meeting, the Chair will nominate one of the institutional ASRAC members as Chair for that specific meeting.
• A Chair may be reappointed for a maximum of one additional term.

Appointment of Members
• The UQIDAR JVB will appoint institutional members of the ASRAC for a period of three years.
• Such ASRAC institutional member appointments will normally be recommended to the JVB for consideration by either the Chair of the ASRAC or by UQ or by IITD.
• A representative of a Strategic Industry Partner (SIP) of the UQIDAR will be considered for membership of the ASRAC and the ASRAC will need to approve their nomination prior to their attendance of their first ASRAC meeting.
• A representative of a Strategic Associate Partner (SAP) of the UQIDAR will be considered for membership of the ASRAC and the ASRAC will need to approve their nomination prior to their attendance of their first ASRAC meeting.

Papers, Minutes and Reporting
The CEO of the UQIDAR will prepare the ASRAC papers in consultation with the ASRAC Chair at least two weeks prior to each ASRAC meeting.

The CEO of the UQIDAR will schedule ASRAC meetings well in advance and will issue calls for ASRAC meetings.

The CEO of the UQIDAR will circulate ASRAC meeting papers at least one week prior to each ASRAC meeting.

On behalf of the Chair of ASRAC and after consultation with the Chair, the CEO of the UQIDAR will circulate ASRAC meeting minutes no more than two weeks after each ASRAC meeting.
The Minutes of ASRAC will be considered at the UQIDAR JVB meeting immediately following an ASRAC meeting.
Academy Program Advisory Committee (APAC)

Terms of Reference

Purpose:
The Academy Program and Advisory Committee (APAC) is responsible for the management of the Joint-PhD program. The APAC will periodically review the program, based on inputs from staff responsible for day-to-day operations and will, over time, develop new guidelines that maintain the contemporary nature of the program. The APAC, through its sub-committees, will admit candidates to the program, ensure that candidates are conducting the program in a satisfactory manner and that candidates are completing the program successfully. The APAC through its sub-committees also attempts to resolve issues as they arise during the course of the operation of the program.

Terms of Reference:

- Consideration of any matter referred to it by the students, via the CEO (or the operational head) of UQIDAR.
- Consideration of reports prepared by the CEO (or operational head) of UQIDAR.
- Consideration of any matters referred by the Professor in Charge of IITD.
- Consideration of matters referred to it by UQ HDR Committee or the JVB or a DRC/CRC at IITD, or IITD Board of Academic Programs.
- Reviewing and making recommendations on admission criteria, course requirements and any other matters relating to the Joint PhD Program.
- Making recommendations on admissions on the basis of recommendations from the Academy Joint Admissions Sub-committee (AJAS).
- Reporting of progress to the UQIDAR Board.
- Advising of various candidature matters including enrolment, course-work requirements, intermission, candidature extensions, off-campus study, candidature withdrawal, decisions on level and mode of enrolment (part-time, industry-embedded PhD, etc), change of supervisor requests, academic unit (reallocations), confirmation of thesis writing up status, and so on. Many of these matters may be delegated to an APAC sub-committee.
- Act as a decision maker for joint PhD program related grievances, in line with UQ policy - http://ppl.app.uq.edu.au/content/3.60.02-student-grievance-resolution
- Note that some (or many) of the above matters may be delegated to the Academy Candidature Oversight Sub-Committee (ACOS), a sub-committee of the APAC.
- Note also that the admissions process will be handled by the Academy Joint Admissions Sub-committee (AJAS), a sub-committee of the APAC.

APAC decisions are made by a simple majority of those in attendance in person or by video conferencing with the chairperson having a casting vote in the event of a deadlock.

A quorum for a meeting of the Committee will be at least two representatives from each of UQ and IITD.

Membership

- Pro Vice-Chancellor (Res Training) and Dean of The Graduate School, UQ (Co-Chair)
- Pro Vice-Chancellor (Research Partnerships), UQ
- An Exec Dean from UQ
- The Dean of Academic Programs, IITD (Co-Chair)
- The Associate Dean of Academic Programs (PG Research), IITD
- PIC of UQIDAR @ IITD

In Attendance:

- Director of The Graduate School, UQ
• Joint or Deputy Registrar Academics at IITD

Note that the above Membership will be reviewed and confirmed by the JVB on an annual basis. Proxies will not be permitted.

The CEO of UQIDAR and other relevant officers of UQIDAR are expected to prepare the APAC papers and will attend meetings to present matters and report on specific requests. Others may attend by invitation. The UQIDAR Office schedules, organizes and calls the meetings.

A chairperson, appointed by and from the APAC membership, holds office for one year.

The role of chairperson alternates between UQ and IITD.

The year UQ chairs the Joint Venture Board, IITD will chair the APAC (and vice-versa).

The year when the chair is from UQ, the deputy chairperson will be from IITD and vice-versa.

The deputy chairperson also holds that position for 12 months, at which point the roles reverse.

Quorum:

At least 4 members with at least one member from each institution and with either the Chair or deputy-chair being present.

Meeting Schedule

The APAC will meet quarterly, or at such other times as required and may be conducted in person where possible. The meetings would normally be expected to be conducted by teleconference, videoconference, Zoom, Skype and or by other appropriate means.

APAC Sub-Committees

Sub committees of the APAC may be convened on a needs basis to carry out their delegated responsibilities in a timely and effective manner. Sub-committees are expected to be instituted for the purposes of admission and confirmation, candidature management and oversight and assessment of milestones and candidate progress. Each of these sub-committees will have their own specific Terms of Reference.

Reporting

The APAC Minutes are presented to:

• DVCR at UQ, and
• HDR Committee at UQ
• Academic Board @ UQ
• Chairman, Senate @ IITD.
• A summary of APAC Minutes will be presented to the Academy JV Board.
• APAC reports will be periodically presented to the Academy JV Board.
• Bi-annual reports will include:
  • overall progress of the program
  • number and academic status of student participants CIP
  • any other matters requested by the parties above.
The UQ IITD Academy Management Committee (AMC)

Terms of Reference

Purpose

The Academy Management Committee is responsible for assisting the CEO of the UQIDAR in fulfilling his or her responsibilities related to the Academy’s research strategies, procedures and practices. In particular, AMC assists with the management and development of the Academy’s Research Project Portfolio in line with UQIDAR research strategy through the call for project expressions of interest in collaboration, prioritisation of projects, project selection for presentation to prospective students, and allocation of project budgets where necessary.

Terms of Reference

The key role of the AMC is to assist the UQIDAR CEO with advice and assessment of the quality and fit-for-purpose of the UQIDAR Research Project Portfolio.

The Research Project Portfolio is the collection of research projects that may be offered to (and undertaken by) prospective PhD students of the UQIDAR.

An ideal research project portfolio should aim to address:

- a mix of established and early-career researchers from UQ and IITD,
- a good spread of disciplines (schools/departments in UQ and IITD),
- project inter-disciplinarity,
- possibilities of impactful research and research outcomes,
- a good mix of applied and strategic/basic research,
- alignment with the UQIDAR’s strategic research themes,
- contractual commitments to external industry partners, particularly strategic industry partners (SIPs) of the UQIDAR,
- obligations to external associate partners, particularly strategic associate partners (SAPs) of the UQIDAR,
- capability and workload capacity of researchers to deliver appropriate levels of supervision on the project,
- past performance of supervisors nominated on the project,
- possibilities for attracting follow-on funding (from funding agencies and/or industry) or future research grants,
- a strong/positive value proposition for the UQIDAR considering anticipated project benefits, project outcomes (including IP) to balance the project costs,
- and any other dimension that addresses research quality.

In fulfilling these functions, the AMC aims to undertake the following activities:

a) Oversight of the development of the Research Project Portfolio,

b) Approval of research projects for their inclusion on the UQIDAR Research Project Portfolio,

c) Approval of any project related expenditure (equipment, consumables and other expenditure associated with the project) such that these are in line with the UQIDAR budget,

d) Undertakes “Calls for Project Proposals” periodically (these may be targeted to specific areas that need to be developed in order to develop a well-rounded research portfolio),

e) Recommends and reviews policy and practices, including intellectual property, ethics, data management, occupational health and safety.
Membership

- The Committee will be comprised of five (5) members, including a Chair, as follows:
  - Two members from UQ,
  - Two members from IITD,
  - The CEO of the UQIDAR.
- One of the above, other than the CEO, will be the Chairperson of the Committee. The year that UQ is the Chair of the Joint Venture Board, one of the UQ members will chair the committee.
- The quorum of the Committee shall be at least two (2) members and must include at least one (1) representative from UQ and IITD, who must be present (though not necessarily physically) at the meeting.
- Committee members may appoint an alternate if they are unable to attend a meeting.
- The Committee may, from time to time, draft in experts in specific fields, as necessary.

Meetings, Papers and Minutes

- The Committee shall meet at least four (4) times a year on dates to be determined and on other occasions, as deemed necessary by the AMC Chairperson, in order for the Committee to fulfill its role.
- The Committee can invite any Officer of the UQIDAR or Officers of UQ or IITD to attend meetings and may refer matters deemed to require attention directly to the appropriate senior management at UQ and/or IITD.
- The Committee may, from time to time, choose to conduct its business via email as long as a consolidated list of approvals and comments are approved at an immediately subsequent face-to-face or phone meeting.
- The CEO will prepare Meeting Papers and circulate these (at least a week prior to each meeting) and Minutes and circulate these (no more than a week after each meeting).

Reporting to the Board

The CEO will provide a report to the Board on the recommendations, resolutions and decisions undertaken by the AMC in JVB meeting papers.
Audit and Risk Committee of the Academy of Research (ARCAR)

Terms of Reference

Purpose

The Audit & Risk Committee of the Academy of Research (ARCAR) is responsible for assisting the UQ IITD Academy of Research (UQIDAR) Joint Venture Board of Directors in fulfilling its oversight responsibilities related to Financial Reporting, Legal Compliance (if any), Risk Management and Corporate Governance (if any).

Terms of Reference

The role of the ARCAR is to strengthen the UQIDAR’s control environment and to assist the Board in discharging its stewardship, leadership and control responsibilities in relation to the UQIDAR. Note that the UQIDAR will be established as a “project” within IITD and so the UQIDAR’s accounts will be within this “project” which will receive funds from UQ, IITD and other external entities, including industry partners.

Noting that the UQIDAR is an unincorporated joint venture, the primary functions of the Audit and Risk Committee are to promote accountability, support measures to improve management performance and internal controls and to ensure effective liaison between senior management and the Academy’s external auditors (if the Board directs the appointment of external auditors from time to time).

In fulfilling these functions, the Committee will undertake the following responsibilities:

a) Governance:
   • review from time to time, the functioning and adequacy of the UQIDAR’s governance policies and framework (structure, practices and procedures);
   • consider matters relating to annual budget, tracking expenditure against budget and matters relating to budgets;
   • monitor the functioning and adequacy of the UQIDAR’s internal control systems; and
   • assist in promoting a culture of compliance and take an active interest in ethical issues associated with the UQIDAR’s business activities.

b) Risk Management
   • Monitor the adequacy of arrangements in place to ensure that risks are effectively managed across the UQIDAR;
   • Develop, monitor and report against an adequate risk mitigation plan; and
   • Ensure that appropriate information systems and systems of internal control exist to report on risk exposures and risk treatment strategies.
   • Manage and mitigate the OH&S risks of the Academy and the Joint PhD Program, as well as the collection of projects undertaken by students in the Joint PhD Program.

c) Legal Compliance
   • Monitor the effectiveness of the UQIDAR’s processes for ensuring compliance with relevant laws, regulations, industry codes and organizational standards (should the need arise).

d) Annual Accounts
   • review all significant changes to accounting policies from an audit perspective; and

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• receive the final draft of the UQIDAR's (and any subsidiary company's) annual accounts for review and recommends their acceptance or otherwise, to the Board.

Membership

• The Committee will be comprised of up to four (6) members, including a Chairperson as follows:
  • Four (4) members from the Board, including two representatives each from UQ and IITD, one of whom will be the Chair of ARCAR;
  • Up to two (2) members with appropriate experience (who may or may not be members of the Board), who may be appointed by the Board, as deemed appropriate, one each from UQ and IITD;

The year that UQ is the Chair of the Joint Venture Board, IITD will chair the ARCAR.

The quorum of the ARCAR shall be at least four (4) members, two representing UQ and two from IITD.

Meetings

• The ARCAR shall meet at least two (2) times a year on dates to be determined and on other occasions, as deemed necessary by the ARCAR Chair.
• The ARCAR may invite any Officers of the UQIDAR to attend meetings of the ARCAR and may refer matters deemed to require attention directly to the appropriate senior management.
• The CEO will normally attend ARCAR meetings, except where otherwise determined by the ARCAR Chair.
• The CEO will normally prepare ARCAR papers, in consultation with the Chair.

Reporting to the Board

The ARCAR Chair shall draft a report to the Board (with assistance from the CEO and the UQIDAR office) immediately after each meeting of the ARCAR.

The Committee Chair shall use this report as the basis for a presentation to the Board on major decisions, recommendations and outcomes from each meeting of the Committee.
UQIDAR  Search and Remuneration Subcommittee

Terms of Reference

Search And Remuneration Sub-Committee of the Academy of Research (SARSAR)

Purpose

The Search and Remuneration Sub-Committee (SARSAR) of the UQ IITD Academy of Research (UQIDAR) is responsible for assisting the UQIDAR Joint Venture Board in fulfilling its oversight responsibilities related to remuneration policies and practices generally, and in particular those relating to the UQIDAR’s senior management.

The SARSAR assists the Board to establish remuneration policies and practices which:

- enable UQIDAR to attract and retain high quality executives;
- fairly and responsibly reward executives having regard to the performance of the UQIDAR, the performance of the executive and the external remuneration environment; and
- comply with all relevant legislative requirements.

Terms of Reference

The role of the SARSAR is to provide the UQIDAR JV Board quality assurance relating to the integrity of the UQIDAR’s remuneration policies and practices. In fulfilling these functions, the SARSAR looks into aspects including:

a) Remuneration

- Annually reviews and recommends the remuneration of the Chief Executive Officer (CEO);
- Annually reviews and recommends the remuneration of other senior executives reporting to the CEO (earning above AUD $25,000 or INR 12.5 Lakhs) per annum, after consideration of the CEO’s recommendations.

b) Employment Contracts

- Conducts the search process for the identification of potential candidates for CEO;
- Engages suitable search firms for the purpose of shortlisting candidates for CEO;
- Has representation on the interview panels for recruitment of the CEO;
- Has representation for the appointment of other senior executives that report to the CEO who are expected to earn more than AUD $25,000 (or INR 12.5 Lakhs) per annum;
- Reviews and recommends the renewal of the employment contract for the CEO;
- Recommends the renewal of contracts for senior executives (earning above AUD $25,000 or INR 12.5 Lakhs per annum), after consideration of the CEO’s recommendations.

c) Remuneration Policy

Determine the UQIDAR’s policy on senior management remuneration and performance appraisal.

Membership

- The Committee will be comprised of up to four (4) members, including a Chairperson.
- Two (2) members from the Board representing UQ and two (2) representatives of IITD.
- One of these members will be the Chairperson of the Committee, as nominated by the Chairperson of the Board.
- The year that UQ is the Chair of the Joint Venture Board, UQ will chair the SARSAR.

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• The Committee will be served in a secretarial capacity by nominees which may be the Manager Human Resources of the UQIDAR or HR nominees from UQ or IITD or both.
• The quorum of the Committee shall be at least two (2) members and must include one (1) representative from UQ and one from IITD, who must be present at each meeting.

Meetings
• The SARSAR shall meet at least two (2) times a year on dates to be determined and on other occasions, as deemed necessary by the SARSAR Chairperson, for it to fulfill its role.
• SARSAR can invite any Officers of the UQIDAR to attend meetings of and may refer matters deemed to require attention directly to the appropriate senior management.
• The CEO will normally attend Committee meetings, except where the CEO's performance and remuneration are being discussed.

Reporting to the Board
The SARSAR Chairperson shall draft a report to the Board immediately after each meeting of the Committee. The Committee Chairperson shall use this report as the basis for a presentation to the Board on major decisions, recommendations and outcomes from each meeting of the Committee.
UQIDAR IP Subcommittee
To be determined by the parties as soon as practicable after the Commencement Date.
Schedule 2 – Contributions of the parties

UQ Contribution
UQ will contribute the following to the operational costs of the Academy:

(a) meet the salary and benefit costs of the CEO;
(b) meet the salary costs of the executive assistant to the CEO; and
(c) meet the salary costs of the Project Manager.

IITD Contribution
IITD will provide at no cost to the Academy:

(a) office space at the premises of IITD for the CEO (add details e.g. boardroom, availability of visiting office space, working space, refurbishment);
(b) computer, printer, telephone for use by the CEO; and
(c) electricity, telecommunications services and the use of common areas.

In addition, both parties will also make financial contributions to support the Joint PhD Program (and any programs the parties might agree upon), to be agreed upon annually as a part of the annual budget.
Schedule 3 – Budget

To be determined by the parties as soon as practicable after the Commencement Date, along with a business plan for a suitable period into the future as agreed between the parties.
Annexure – copy of Joint PhD Agreement
Execution

Signed as an agreement

SIGNED by THE UNIVERSITY OF QUEENSLAND through its authorised officer in the presence of:

[Signature]

Signature of witness

PETER VARGHESE

Name of witness (block letters)

[Signature]

Signature of authorised officer

Printed Name: Peter B Hoj
Title: Vice-Chancellor & President

SIGNED by The INDIAN INSTITUTE OF TECHNOLOGY DELHI through its authorised officer in the presence of:

[Signature]

Signature of witness

A. SUDHANSHU

Name of witness (block letters)

[Signature]

Signature of authorised officer

Printed Name: V RANJAN RAJ
Title: DIRECTOR