

DATED 17th Feb, 2025

PANJAB UNIVERSITY
and
NOTTINGHAM TRENT UNIVERSITY

COLLABORATION AGREEMENT
DUAL DOCTORAL DEGREE

This Agreement is made on

BETWEEN:

- (1) **Panjab University** of Sector 14 Chandigarh, 160014, INDIA ("PU"); and
- (2) **Nottingham Trent University** of 50 Shakespeare Street, Nottingham NG1 4FQ, UNITED KINGDOM ("NTU"); and

1. Background

- 1.1 PU and NTU have agreed to collaborate in the provision of dual award research degrees with PU acting as the administrative lead and home institution for Students.
- 1.2 Each party is responsible for the quality of learning opportunities provided to students and for the academic standards of the Research Degrees. The purpose of this Agreement is:
 - (a) to define the basis on which the parties will jointly deliver Research Degrees;
 - (b) to ensure that each party fulfils its responsibility to safeguard the quality and standards of its Research Degree awards in accordance with its own regulations and any national regulatory requirements; and
 - (c) to provide for the parties and their Research Degree Committees to liaise whilst any Student is undertaking a Research Degree.

2. Interpretation

- 2.1 In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

"Academic Year"	a year beginning on 1 September of any calendar year and ending on 31 August of the following calendar year;
"COD"	the collaborative operational document for the administration and management of Research Degrees as agreed between the parties and updated and amended from time to time, the current version of which (at the date of this Agreement) is enclosed at Schedule 1;
"Confidential Information"	all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software and any other information in any form or medium, whether disclosed orally or in writing, together with all reproductions in any form or medium, and any part(s) of it;
"Force Majeure"	any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement;
"Intellectual Property"	all inventions, patents, trade marks, registered designs and any pending applications for any of the foregoing, unregistered design rights arising at common law, design

rights, copyrights (including future copyrights), database rights, know-how, trade secrets, Confidential Information and any other Intellectual property rights;

"PU's Regulations" Panjab University's Rules and Regulations for Ph.D. Programmes;

"Research Degree" a dual PhD research degree jointly approved by the parties in accordance with the COD and undertaken by a Student under this Agreement;

"NTU's Regulations" NTU's general, academic and quality assurance regulations and procedures from time to time in force, as set out in the University's Academic Standards and Quality Handbook;

"Student" a student enrolled to undertake a Research Degree;

"SSJSA" the Student Specific Joint Supervision Agreement relating to an individual Student (referred to in the COD as a "Cotutelle Agreement").

2.2 The headings in this Agreement are for convenience only and do not affect its interpretation.

2.3 References to clauses or schedules are references to clauses or schedules of this Agreement.

2.4 References to any statutory or other legislative provision shall be interpreted as a reference to that provision from time to time amended, extended or re-enacted.

3. **Agreement Approval**

3.1 This Agreement is conditional upon and shall not commence unless and until each party has, if required by the other party, provided written confirmation that it has:

- (a) Approved the collaboration in accordance with its internal regulations and procedures;
- (b) Satisfied any conditions imposed by the other Party as part of that process;
- (c) The legal power to make a dual award in conjunction with another institution;
- (d) Obtained all necessary or advisable governmental, regulatory or other approvals or consents relevant to this Agreement.

4. **Structure of a Research Degree**

4.1 Each Research Degree will be undertaken by a Student jointly at PU and NTU.

4.2 The structure of a Student's study will be set out in a SSJSA to be signed by the parties and the Student, the terms of which will include (unless otherwise agreed by the parties) but is not limited to:

- 4.2.1 A minimum period during which the Student must be based at NTU, normally 12 months at NTU (typically year 2 of their Research Degree);
- 4.2.2 The remainder of the Student's registration period to be spent at PU as approved in the project registration;
- 4.2.3 Mandatory attendance by the Student at appropriate research skills training sessions delivered by NTU or PU;
- 4.2.4 Provision of other relevant training to the Student and attendance by the Student at relevant events including research seminars and research conferences;
- 4.2.5 Details of the Student's supervisory team and arrangements for supervisions and other meetings between the parties and the Student.
- 4.3 Students registered on a Research Degree will be eligible for a dual award from the parties on graduation.
- 4.4 Successful Students will receive a separate award certificate and transcript from each party. Each of those award certificates and transcripts will include a statement confirming the Dual Award and stating the name of the other partner institution involved.

5. **Management and quality assurance of Research Degrees**

- 5.1 The parties agree to approve, manage, monitor and assess Research Degrees in accordance with the COD in Schedule 1.
- 5.2 Each party shares responsibility for the academic quality of the Research Degree and for the learning opportunities provided to Students.
- 5.3 All Research Degrees shall be subject to the terms of PU's Regulations and NTU shall comply with PU's Regulations in relation to all academic matters.
- 5.4 Any assessment of Students shall be carried out in accordance with PU's Regulations. PU will appoint at least two External Examiners for each Research Degree in accordance with its Regulations, at least one of which should be an individual proposed by NTU.
- 5.5 Students will typically choose to attend a graduation ceremony at PU but will be entitled to attend an awards ceremony at either party.
- 5.6 Each party shall ensure that staff engaged in the delivery or support of a Student undertaking a Research Degree are suitably qualified and possess the skills and experience appropriate to supervise the Research Degree.
- 5.7 The amount of tuition fees which may be charged to Students for the Research Degree shall be agreed between the parties at least six months before the start of each Academic Year. The maximum bench fee chargeable to each Student will be set at the start of the study.
- 5.8 The parties will comply with any requirements or guidance relevant to this Agreement issued by any regulatory body in the UK or India.

6. **Monitoring of Responsibilities Under the Agreement**

- 6.1 Each party will keep such records relating to each Research Degree and this Agreement as reasonably requested by the other party from time to time, or as required by any relevant regulatory body, and will allow access by the other party or those auditing the other party's processes to such records for academic or quality audit purposes.
- 6.2 If at any time a party believes that the quality of a Research Degree is in question, it may carry out a formal review in accordance with the Regulations.
- 6.3 Each party will at its own expense co-operate fully with the other party in any review process.
- 6.4 The parties will meet at least once per Academic Year to review the COD and their collaboration under this Agreement, to decide whether to make any changes, improvements or updates to the COD or this Agreement.

7. Resources

- 7.1 Each party will provide suitable teaching and learning facilities for the undertaking of the Research Degree, together with their usual academic and pastoral support services for Students.
- 7.2 Each party will provide reasonable assistance to the other to support the delivery of a Research Degree, including providing access to the institution's on-line resources for staff engaged in the delivery of a Research Degree, and considering opportunities for joint staff development.
- 7.3 Each party will take all reasonable steps to ensure that members of its staff are able to travel to supervisions or other meetings at the other institution as necessary, although the parties may agree to attendance by telephone or video conference as appropriate.

8. Students

8.1 Admissions

- 8.1.1 The admissions requirements are set out in PU's Regulations. Students must satisfy NTU's English language requirements unless the parties agree that the thesis may be presented in another language.
- 8.1.2 The parties will work together to identify qualified and motivated prospective Students. PU shall be responsible for arranging interviews of prospective Students. Interviews are undertaken in accordance with PU's Regulations.
- 8.1.3 Admissions decisions for the Dual Award Research Degree shall be determined jointly by the parties and either may, in its absolute discretion, accept or reject any applicant to a Research Degree. Following written confirmation from NTU, PU will undertake the administration of admission and issue a formal offer letter to the Student, which will be conditional on signature of a SSJSA.
- 8.1.4 NTU shall provide reasonable support to ensure that Students are able to secure the necessary visas to enter the UK to study at NTU.

8.2 Student Enrolment

- 8.2.1 Students enrolled on a Research Degree will be:
- (a) Enrolled as Students of both PU and NTU;
 - (b) Entitled to access all of the services and facilities of each institution throughout their period of enrolment;
 - (c) Subject to PU's Regulations for all academic matters relating to their study including minimum/maximum period of registration, enrolment, project approval and transfer, supervision, academic misconduct, progression and monitoring and assessment;
 - (d) Subject to each institution's student procedures (except in relation to academic matters) whilst based at that institution;
 - (e) Entitled to address complaints about the delivery of their Research Degree to PU in accordance with PU's student complaints procedure.
- 8.2.2 Notification that a Student has withdrawn or wishes to withdraw as a Student of a party should be communicated to the other party in writing as soon as reasonably possible.
- 8.2.3 NTU will refer all complaints received from Students in connection with their study to PU, and will co-operate with PU in dealing with such complaints. PU will deal with complaints from Students in accordance with its student complaints procedure but will consult NTU before reaching a final decision.
- 8.2.4 The parties shall use all reasonable endeavours to ensure that complaints from Students are resolved as quickly as possible, and shall co-operate in dealing with any complaint or appeal by a Student or former Student submitted to a regulator of higher education.
- 8.2.5 NTU shall refer any suspected incident of academic misconduct by a Student to PU for consideration under its research misconduct procedures, and shall co-operate with PU in dealing with any such case.
- 8.2.6 Each institution shall consult with the other before initiating disciplinary procedures against a Student, or imposing a disciplinary penalty in accordance with its student disciplinary procedures.
- 8.3 **Supervision, Support and Monitoring of Students**
- 8.3.1 Each Student will have maximum two supervisors from each party. According to PU's Regulations, only one NTU supervisor will be formally recorded at PU.
- 8.3.2 Supervision of the Student's research will be carried out jointly by the appointed supervisors in accordance with the terms of PU's Regulations and the SSJSA.
- 8.3.3 The Student must have at least one supervisory meeting per month. The full supervisory team shall meet at least three times per year (once per term).
- 8.3.4 Each party shall appoint a Postgraduate Research Tutor who will be responsible for advising Students on wider academic matters local to their institution and for representing the wider interest of all Students in resource and training matters.
- 8.3.5 Each Student shall be subject to the monitoring procedures described in the COD.

8.4 **Examination**

- 8.4.1 Examination of the Student's thesis will be carried out in accordance with PU's Regulations and as described in the COD.
- 8.4.2 Assessment decisions (including the outcome of academic appeals) made by PU will be subject to confirmation by the appropriate authority of NTU.

9. **Prevent duty**

- 9.1.1 PU acknowledges that NTU is subject to the Counter Terrorism and Security Act 2015 (the "Prevent Duty") which requires it to act to deal with the present and growing threat of terrorism within the UK, treat security with the utmost importance and recognise the need to tackle terrorism and, where possible, to prevent individuals including students from being drawn into terrorism.
- 9.1.2 Where NTU has any concerns about a Student or becomes aware of any other matters which may require it to take action in accordance with the Prevent Duty it shall notify PU and PU shall at the request of NTU provide all necessary assistance requested by NTU to report and/or take such action.
- 9.1.3 NTU shall be responsible for determining in its absolute discretion what action it needs to take and PU acknowledges that NTU may be obliged under the Prevent Duty to disclose such information following consultation with PU and having taken its views into account.

10. **Information about the Research Degree**

- 10.1 Each party shall be responsible for promoting and marketing Research Degree opportunities available and for providing information requested by prospective Students.
- 10.2 All publicity and marketing materials must be agreed in writing by both parties prior to publication.
- 10.3 During the continuation of this Agreement each party may use the other's name and logo in connection with the Research Degrees but in doing so must comply with any requirements as to the use of that name or logo notified to it by the other party, and shall forthwith on demand by the other party cease any use of that name or logo which the other party believes is damaging to its reputation.
- 10.4 Neither party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.

11. **Ownership of Materials and Intellectual Property**

- 11.1 All pre-existing Intellectual Property belonging to one party is and shall remain the exclusive property of the party owning it. This Agreement does not transfer any interest in or rights to pre-existing Intellectual Property of any party.
- 11.2 Each party grants the other party a royalty-free, non-transferable, non-exclusive license to use any Intellectual Property that it shares with the other

party for the sole purpose of managing and administering the Research Degrees.

- 11.3 Unless otherwise agreed in writing, and subject to clause 11.2, any materials relating to a Research Degree and any Intellectual Property rights in such materials, whether in existence at the date of this Agreement or created during the course of it, shall belong to the party creating it, and if created jointly shall belong to the parties jointly, and each party shall have a non-exclusive right to use the materials in connection with the Research Degrees.

12. **Confidentiality**

- 12.1 Each party shall keep and procure to be kept strictly confidential all Confidential Information belonging to the other Party received or obtained as a result of entering into or performing this Agreement, and shall use such Confidential Information only for the purposes of this Agreement.
- 12.2 Either party may disclose information which would otherwise be Confidential Information if and to the extent:
- (a) Required by law or by any relevant regulatory body;
 - (b) Disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that party;
 - (c) The information has come into the public domain through no fault of that party; or
 - (d) The other party has given prior written approval of the disclosure.

13. **Data protection and data sharing**

- 13.1 Each party shall ensure that it complies with its respective obligations under any applicable legislation relating to privacy or data protection and has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data.
- 13.2 Each Party acknowledges that it is a separate and independent data controller in respect of any personal data that it processes under or in connection with this Agreement and is solely responsible for ensuring that such personal data is processed in accordance with all applicable data protection and privacy laws and for providing any necessary privacy notice or information to individuals whose data it is processing. Neither party expects or intends to be a data processor on behalf of the other party in connection with this Agreement.
- 13.3 The parties acknowledge that they will need to share personal data relating to Students and prospective Students in connection with the management and administration of the Research Degrees. In respect of any personal data shared by either party in connection with this Agreement:
- 13.3.1 Prior to sharing any personal data under or in connection with this Agreement, each party shall ensure that it has any necessary consent or other appropriate lawful basis for sharing that data with the other party, and if required by either party the parties will enter into an appropriate legally-binding data sharing agreement; and

- 13.3.2 The transfer mechanism for any transfer of personal data from NTU to PU under this Agreement shall be Module 1 of the Standard Contractual Clauses approved by the European Commission Decision of 4 June 2021 (as amended from time to time) ("EU SCCs") and the International Data Transfer Addendum to the EU SCCs as issued by the UK Information Commissioner ("Addendum"). The EU SCCs and Addendum are hereby incorporated into this Agreement and are available online at https://commission.europa.eu/system/files/2021-06/1_en_annexe_acte_autonome_cp_part1_v5_0.pdf and [International data transfer agreement and guidance | ICO](#). For the purpose of the EU SCCs Clause 7 shall be deleted and for Clause 11, the optional text is selected.

14. **Freedom of Information**

- 14.1 PU acknowledges that NTU is subject to the requirements of the Freedom of Information Act 2000 ("the FOIA") and of the Environmental Information Regulations 2004 ("the EIR") and shall assist and co-operate with NTU to enable NTU to comply with these information disclosure requirements.
- 14.2 Where a request for information under the FOIA and/or the EIR submitted to the University concerns information held by PU on behalf of NTU, PU shall provide NTU with a copy of all the information requested in its possession or power in the form that the University requires within five working days of NTU requesting the information (or such other period as NTU may specify).
- 14.3 PU further acknowledges that NTU may be required to disclose information concerning PU and/or this Agreement in discharging its obligations under the FOIA and/or the EIR. NTU, having used reasonable endeavours to consult PU and having considered PU's views, shall be responsible for determining at its absolute discretion, whether the information should be disclosed under the FOIA and/or the EIR or whether an exemption from disclosure applies.

15. **Duration and termination of this Agreement**

- 15.1 This Agreement shall commence on February 18, 2025 and continue until February 17, 2030 unless terminated before that time in accordance with this clause. Subject to clause 6.2, the parties may at any time by agreement in writing extend the duration of this Agreement.
- 15.2 Either party may terminate this Agreement:
- (a) By giving to the other not less than six months' notice in writing, to expire at the end of an Academic Year;
 - (b) With immediate effect by notice in writing if the other party commits a material breach (which may consist of a series of minor breaches) of the terms of this Agreement which (if capable of remedy) it fails to remedy within 30 days of receipt of a notice requiring such breach to be remedied;
 - (c) With immediate effect by notice in writing if the other party is subject to a change of control, becomes insolvent, is unable to pay its debts as and when due or otherwise ceases to exist.
- 15.3 Either party may terminate this Agreement with immediate effect by notice to the other party in writing if, in its reasonable opinion, the academic standards of its awards, the learning opportunities provided to Students or its name and/or reputation are at serious risk.

- 15.4 If notice of termination has been given under this clause, the parties shall:
- (a) Agree in writing a mechanism for ensuring that Students registered on each Research Degree are able to complete it;
 - (b) Cease to promote or market the Research Degrees and not register any new Students on a Research Degree.

15.5 Upon termination of this Agreement:

- (a) Each party shall cease using the name and/or logo of the other for any purpose connected to this Agreement; and
- (b) The relationship of the parties shall cease save that the provisions of clauses 11, 12, 13, 14, 17, 18 and 20 will remain in full force and effect.

16. **Force Majeure**

- 16.1 If either party is affected by Force Majeure, it shall immediately provide the other party with details in writing and shall keep the other party fully informed of the continuance of the Force Majeure and of any change in circumstances.
- 16.2 If the Force Majeure continues for longer than three months either party may at any time, whilst such Force Majeure continues, terminate this Agreement by notice in writing.
- 16.3 Save as provided for in this clause Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

17. **Disputes**

- 17.1 The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement. If the dispute cannot be resolved informally, it shall be referred to the Dean International Students of PU and to the Pro Vice-Chancellor for Research and International at NTU.
- 17.2 If the matter is not resolved through negotiation either party may refer the matter to mediation, and the parties will attempt in good faith to resolve the dispute through mediation in accordance with the model procedure of the Centre for Effective Dispute Resolution.
- 17.3 The parties agree to co-operate in dealing with or defending any claim by a third party arising out of the operation of this Agreement.

18. **Law and jurisdiction**

- 18.1 Any dispute arising out of the operation of this Agreement relating to the performance of PU's obligations under this Agreement shall be subject to the exclusive jurisdiction of the Indian courts and the governing law shall be India.

- 18.2 Any dispute arising out of the operation of this Agreement relating to the performance of NTU's obligations under this Agreement shall be subject to the exclusive jurisdiction of the English and Welsh courts and the governing law shall be England and Wales.

19. **Insurance**

- 19.1 Each party agrees to maintain appropriate insurance to cover its liabilities under this Agreement and to provide evidence of such insurance and the premiums paid when requested to do so by the other party.

20. **Limitation of liability**

- 20.1 Neither party shall be liable to the other party in contract, tort (including negligence) and/or breach of statutory duty for any indirect or consequential loss or damage which the other party may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this Agreement.
- 20.2 Nothing in this clause shall operate so as to exclude:
- (a) NTU's non-excludable liability in respect of death or personal injury caused by its negligence or the negligence of its servants or agents;
 - (b) Liability for fraudulent misrepresentation; or
 - (c) Any other liability that, by law, cannot be excluded.
- 20.3 There will be no financial liability on Panjab University or NTU regarding this agreement. This does not exclude either Party's liability for breach of contract.

21. **General provisions**

- 21.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings or discussions between the parties in relation thereto.
- 21.2 A variation to this Agreement will not be valid unless made in writing and signed by both parties.
- 21.3 The Nodal Officer for the MoU will be the Dean International Students, PU, Chandigarh.
- 21.4 Any notice given in connection with this Agreement must be in writing and delivered by email (requiring delivery receipt) or by reputable international courier (requiring signature on delivery) to the address(es) given below, or to another address notified by either party from time to time for the purposes of serving notices. A notice will be deemed to have been served at the time of delivery by email, if delivered between the hours of 9am and 5pm, or on the date of delivery if delivered by courier. If notice is deemed to have been given on a day that is not a normal business day of the recipient, it shall be deemed to have been given on the next normal business day.

Notice address for PU: Email: dis@pu.ac.in

Courier: Dean International Students, 3rd Floor, Guru Teg Bahadur Building,
Panjab University, Sector 14, Chandigarh, 160014, INDIA

Notice addresses for NTU: Email: richard.emes@ntu.ac.uk

Courier: 50 Shakespeare Street, Nottingham, NG1 4FQ, UK

- 21.5 The rights and remedies of each party under this Agreement shall not be diminished, waived or extinguished by any failure or delay by that party to exercise such a right or remedy.
- 21.6 The provisions of this Agreement are severable and distinct from one another, and if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
- 21.7 This Agreement may be executed by each party on separate counterparts.
- 21.8 For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.
- 21.9 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or relationship of principal and agent between the parties.
- 21.10 The parties shall not assign, transfer or sub-contract any of their rights and responsibilities under this Agreement.
- 21.11 The English language version of this Agreement shall be regarded as the authoritative version notwithstanding that it may be translated into another language.

This Agreement is signed by duly authorised representatives as below

Signed for and on behalf of
PANJAB UNIVERSITY
by **Prof. Yajvender Pal Verma,**
Registrar, Panjab University
Date

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)
) **Registrar**
) **Panjab University**
) **Chandigarh**

Signed for and on behalf of
NOTTINGHAM TRENT UNIVERSITY
by **Professor Richard Emes**
Pro-Vice Chancellor Research and International
Date

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