

# REGULATIONS FOR PART-TIME DOCTOR OF PHILOSOPHY (PhD) PROGRAMMES OF SSSIHL

2024-25



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#### 1. APPLICATION PROCESS

#### a) Admission Notification

The admission notification for the Part-time PhD programmes shall be made available on the SSSIHL official website based on available vacancies in various campuses and the faculty strength in different disciplines.

# b) Online Application

Candidates who satisfy the eligibility criteria shall submit their application for the Part-time PhD programme to SSSIHL in the prescribed format. The online application form and the last date of submission shall be made available on the SSSIHL official website.

#### 2. ELIGIBILITY CRITERIA

#### a) National-level Examinations

Candidates who have qualified in UGC-NET (Category-1 or 2 or 3) or JOINT CSIR-UGC NET (Category-1 or 2 or 3) or GATE or JEST are eligible to apply.

OR

#### b) Master's Degree

Candidates who hold a 02-year/04-semester Master's Degree (after a 03-year Bachelor's Programme) or a 01-year/02-semester Master's Degree (after a 04-year NEP Bachelor's (Hons. with Research) Programme) from SSSIHL or any other recognized university, in a relevant discipline within the faculties of Science, Engineering, Management & Commerce, Humanities & Social Sciences (including subjects like Economics, Education, Languages & Literature) etc., with not less than 55% aggregate marks or its grade equivalent are eligible to apply.

OR

#### c) Bachelor's Degree (NEP-2020)

Candidates who hold a 04-year/08-semester NEP Bachelor's (Hons. with Research) degree from SSSIHL or any other recognized university in the respective discipline, with a minimum CGPA of 7.5/10 or its equivalent percentage of marks are eligible to apply.

#### d) Age

Candidates should be not more than 55 years old as of the date of application.

# e) Work Experience

Candidates with minimum of 5 years of experience and currently working as a

- (i) Regular employee in Govt.//Public/Corporate/Private-sector/Industry;
- (ii) Regular teaching faculty /non-teaching staff of SSSIHL;
- (iii) Regular employee of any sister institutions of SSSIHL functioning under the broad umbrella of SSSCT are eligible to apply.

# f) Sponsorship, NOC, NDA and MoU by the Employer with SSSIHL

- (i) Candidates with regular employment who are sponsored by the employer to pursue a Part-time PhD are eligible for this programme. Candidates need to submit a No Objection Certificate (NOC) and NDA signed by the Head of the organization along with the application form. For such sponsorship it is mandatory that the parent organization has an active Memorandum of Understanding (MoU) signed with SSSIHL except for those candidates who are working in SSSIHL and its sister institutions.
- (ii)For all Part-time candidates no financial support will be provided by SSSIHL such as scholarship, stipend, travel support and any other research related expenditure.

#### 3. RELAXATION

# a) Relaxation of Marks

Candidates belonging to SC/ST/OBC-NCL/PwD (Divyangjan)/ EWS shall be provided a relaxation of 05% marks as per prevalent UGC guidelines.

#### 4. SELECTION PROCESS

# a) SSSIHL Admission Test

- (i) Candidates who do not qualify in any of the National-level Examinations are required to write the 'SSSIHL Research Aptitude Assessment Test';
- (ii) Details of the 'SSSIHL Research Aptitude Assessment Test' such as dates, syllabus, mode (online/offline), etc., shall be made available on the SSSIHL official website.

#### b) Interview

Candidates are required to go through the interview process for selection.

#### 5. OVERVIEW OF PART-TIME PhD PROGRAMME AT SSSIHL

# a) Registration

Upon successful completion of the interview, candidates shall be registered for the PhD programme only after the parent organization has an active MOU signed with SSSIHL. Each candidate shall be guided by a research supervisor.

# b) Overall Programme Duration

Part-time PhD programme shall have a minimum duration of 03-years, including the Pre-PhD coursework, and a maximum duration of 06-years. This duration corresponds to the time from the date of registration for the Part-time PhD programme until the submission of the thesis to the Controller of Examinations (CoE).

# c) Pre-PhD Coursework

The registered candidates are required to undergo Pre-PhD coursework and must complete it before appearing for Comprehensive Examination (CE).

# d) Comprehensive Examination

The candidates after successful completion of the Pre-PhD coursework, must appear for the CE within a maximum period of 02-years from the date of registration for the PhD programme.

#### e) Publications and Seminars

The candidates shall have minimum 02-publications and shall deliver 02-seminars during their research tenure prior to the colloquium.

# f) PhD Colloquium

The candidates shall make a colloquium presentation to the academic community on the work done during their tenure.

# g) Submission of Thesis

The candidates shall submit the thesis for evaluation within a maximum period of 03-months from the completion of the colloquium.

#### h) Thesis Defence

Upon successful evaluation of the thesis, it shall be approved for Defence.

# i) Award of Degree and Convocation Ceremony

After successful defence, Provisional Doctoral Degree certificates shall be issued to the candidates. The degree of Doctor of Philosophy (PhD) shall be awarded to the candidates during the convocation ceremony.

# j) Residency requirement

- 1. Candidates shall be present in the respective campuses for Pre-PhD examinations, Comprehensive Examination (CE), Seminar presentations, PhD Colloquium, Thesis Submission and Thesis Defence.
- 2. Candidates are expected to participate in important events of the Institute during their tenure at SSSIHL such as:
  - Summer course on Indian Culture and Spirituality
  - Convocation and Revered Founder Chancellor's Birthday

- Annual Sports & Cultural Meet
- Village Adoption Programmes
- Sri Sathya Sai Aradhana Mahotsavam
- Various Cultural Events or festivals observed at Prasanthi Nilayam
- One week of stay in the campus and experience the daily routine prescribed by the Revered Founder Chancellor as part of the orientation programme.
- 3. In total the candidates must spend 60 days in the campus.

# 6. SUPERVISION FOR PART-TIME PhD CANDIDATES

# a) Research Supervisor

Each candidate at SSSIHL shall be guided by a research supervisor, a permanent faculty member of SSSIHL (Professor/Associate Professor/Assistant Professor) with a PhD degree and adequate research publications.

# b) Co-Supervisor

Co-supervisor shall be appointed if the research problem is interdisciplinary or multidisciplinary. The co-supervisor may be from within the Dept. or from any Dept. within SSSIHL, or an adjunct faculty member, or an experienced professional practitioner, or a faculty member from any other academic institution of repute with demonstrable research experience in the domain of interest.

# c) Change of Supervisor:

Change of research supervisor may be permitted under exceptional circumstances including but not limited to death or disability on health grounds or transfer or resignation or retirement of the supervisor, or on the request of the candidates/research supervisors, with the recommendations by the RAC.

#### 7. RESEARCH ADVISORY COMMITTEE (RAC)

#### a) Constitution of RAC

There shall be a RAC for each candidate. This committee shall be constituted by the HoD in consultation with the concerned research supervisor. The research supervisor shall serve as the convener of this committee. It shall consist of 03-members from the faculty including the co-supervisor (if applicable). If required, an external expert in the research domain could also be considered.

# b) RAC Responsibilities

RAC shall have the following responsibilities:

- (i) To review the research proposal and finalize the research topic;
- (ii)To guide candidates in developing the study design and research methodology, and to identify any courses the candidates may need to undertake;
- (iii) To periodically review and assist with the progress of the research work.

#### c) RAC Evaluation

- (i) Each semester, candidates shall make a presentation on their progress and submit a brief report to the RAC for evaluation and further guidance;
- (ii) The RAC shall then submit its recommendations, along with a copy of the progress report, to the Registrar through proper channel. A copy of these recommendations shall also be provided to the candidates;
- (iii) If the progress of the Part-time PhD candidate is unsatisfactory, the RAC shall record the reasons and suggest corrective measures. If candidate fails to implement these measures, the RAC may recommend, with specific reasons, the cancellation of the candidate's registration in the Part-time PhD programme.

#### 8. Pre-PhD COURSEWORK

#### a) Coursework Partition

The Pre-PhD coursework is designed to provide the knowledge and skills needed to undertake a PhD thesis. The coursework is divided into three parts (Part A, Part B and Part C).

# (i) Part A (Essential Courses)

The first part of the Pre-PhD coursework is designed to equip the candidates with essential skills in Research Methodology in their chosen discipline, Research and Publication Ethics, and English for Research Writing and Publication.

#### (ii)Part B (Core Courses)

The second part of the Pre-PhD coursework is designed to equip the candidates with the knowledge and skills required for conducting research in their chosen area and performing a high-quality investigation on the topic of interest. These courses should preferably be taught by the research supervisor, who may also seek assistance from other faculty members or external resources.

#### (iii) Part C (Awareness Courses)

Awareness courses at SSSIHL are designed to provide students with a holistic education that integrates academic learning with moral development. These courses aim to cultivate values, character, and a sense of social responsibility among students. However, Part C is only for candidates who have not done their previous/qualifying degree at SSSIHL.

# b) In-house and Online/Self-paced Course

#### (i) In-house Courses

- 1. Courses in Part A shall be designed by the respective departments;
- 2. Courses in Part B shall be designed by the research supervisor;
- 3. Awareness courses administered at the PG/Professional level shall be offered by the respective course instructors.

#### (ii)Online/Self-paced Course

Any or all of the required courses in Part A & Part B may be suggested from SWAYAM, NPTEL, or any other UGC-recognized online platforms.

# c) Credits Allocation and Online Credit Transfer

#### (i) Credit Allocation

The total credits for the Pre-PhD coursework shall be a minimum of 16 and shall not exceed 18.

- 1. Part A is allotted 06 to 08-credits. These courses may be assigned 02 or 03-credits each to meet the candidate's requirements;
- 2. Part B is allotted 08 to 10-credits, with individual courses assigned between 02 and 04-credits each to meet the candidate's requirements;
- 3. No credits allotted for the Awareness Courses in Part C. However, candidates who have joined the PhD programme and have not previously studied at SSSIHL shall be required to compulsorily audit 02-awareness courses administered at the Postgraduate (PG)/Professional level.

# (ii)Online Credit Transfer

Candidates must generate an Academic Bank of Credit (ABC) ID and submit it to the Registrar and CoE through the HoD to ensure the credits for the courses offered online platforms transferred in accordance with SSSIHL Policy for Online Credit Transfer.

# d) Syllabus Approval

The research supervisor shall submit the necessary information about the courses and seek approval from the RAC. After approval from the RAC, the Supervisor shall submit the syllabi for the courses in Part A and Part B to the Dean of Faculty through the HoD. The Dean shall review and approve the syllabi for the candidates. For Part C (Awareness courses), candidates' details shall be forwarded to the respective course instructors.

#### e) Evaluation of Courses

# (i) In-house Courses

# 1. Eligibility

- For all courses a minimum attendance of 75% is required to be eligible to attend the examination;
- For all the in-house courses in Part A, Part B & Part C, course instructor shall maintain the attendance record.

#### 2. Examinations

- Based on the eligibility, examinations shall be conducted by SSSIHL for the courses completed in-house in Part A & Part B;
- For Part C (Awareness Courses) the course instructor may employ various methods to ensure learning outcomes, such as conducting formative assessments, Continuous Internal Evaluations (CIEs), summative tests, etc. The choice of methods is at the instructor's discretion.

#### (ii)Online/Self-paced Courses

Evaluation of the courses are as per guidelines issued by the respective UGC-recognized online platforms.

# f) Pre-PhD Coursework Completion Requirements

#### (i) Minimum Pass Percentage

A minimum of 55% is required in each of the Pre-PhD courses.

# (ii)Course Completion Certificates (CCCs)

- 1. For the Online/Self-paced Courses in Part A & Part B, the CCC issued by the respective UGC-recognized online platforms shall be submitted to the HoD through the research supervisor;
- 2. For the Awareness Courses in Part C, the CCC issued by the respective course instructor shall be submitted to the HoD through the research supervisor.

# g) VC's approval for Scheduling Examinations/Supplementary Examinations

# (i) Approval for Scheduling Examinations in case of Leave of Absence

Candidates for valid reasons may apply for leave of absence, which shall be forwarded to the VC for approval. Upon receiving the approval, examination(s) for the in-house/online courses shall be scheduled. Such cases shall not be considered supplementary examinations.

# (ii) Approval to Attend Supplementary Exam

Candidates who failed in an examination (in-house/online course) must apply for permission to take a supplementary examination, which shall be forwarded to the VC for approval.

#### (iii) Limitation on Supplementary Exams

Candidates are allowed to take supplementary examination (in-house/online course) for the same course **only once**. Candidates failed in the supplementary examination (in-house/online course), may be required to discontinue the Parttime PhD programme.

#### (iv) Special Consideration

The VC may, based on the merit of each case, grant one additional opportunity for a supplementary examination (in-house/online course) in a single paper where the candidate has failed.

#### 9. COMPREHENSIVE EXAMINATION (CE)

# a) Pre-requisites to Appear for CE

Candidates must appear for the CE within a maximum period of 02-years from the date of registration for the Part-time PhD Programme, provided they have:

- (i) successfully completed the Pre-PhD coursework;
- (ii) submitted their research proposal and obtained clearance from the RAC.

# b) Composition of the Comprehensive Examination Board (CEB)

- (i) Dean of Faculty Chairperson; \*
- (ii) Head of the Department Member;
- (iii) Research Supervisor Convener;
- (iv) Co-Supervisor (if any) Member;
- (v) One Observer from the Department Member;
- (vi) Two Experts Members.

(These experts should be in the area of research and may come from different departments of SSSIHL. If the necessary expertise is not available within SSSIHL, experts may be invited from reputed institutions as suggested by the RAC and HoD, and forwarded by the Dean of Faculty to the Registrar.)

\*In the event of the Chairperson's non-availability, the Dean of Faculty shall nominate a senior faculty member to act as Chairperson.

# c) CEB Evaluation

The CEB shall evaluate:

- (i) The ability and suitability of the candidate to pursue research on the topic chosen and assigned by the research supervisor;
- (ii) The adequacy and quality of the literature review conducted by the candidate, including the identification of gaps in existing literature, clarity of the study objectives, appropriateness of the research methodology, and the progress made thus far.

# d) CEB Resolution Report

#### (i) Performance Assessment

The CEB shall prepare a resolution assessing the performance of the candidates in the CE as Poor, Satisfactory, Good, or Excellent. This resolution shall be drafted by the research supervisor and signed by all CEB members.

#### (ii)Supplementary CE

- 1. If the candidates are deemed not proficient or if the work is found inadequate, the CEB may recommend the candidate to appear again for the CE within a maximum period of 03-months from the date of CE conducted;
- 2. If the candidates' performance remains unsatisfactory in the second attempt, their registration for the Prat-time PhD programme shall be cancelled. This decision shall be communicated to the Registrar and CoE by the CEB chairperson.

# 10. PhD - COLLOQUIUM

# a) Pre-requisites for PhD Colloquium

# (i) Seminars

Subsequent to the successful completion of the CE, the candidate, in consultation with the research supervisor, is encouraged to deliver minimum 02 seminars during the research tenure prior to the colloquium. These seminars should be attended by the RAC and shall be evaluated based on (1) Understanding of the research problem; (2) Approach taken to solve the problem; and (3) Outcomes achieved.

# (ii)Publications

- Candidates should have a minimum 02 publications in UGC-CARE Journals, Web of Science (WoS), Scopus Indexed, or any other reputed journal with an impact factor approved by RAC;
- Additionally, candidates are encouraged to publish book chapters and make oral presentations at reputed international conferences recommended by the RAC. The publications should be accepted or published before the colloquium.

# b) Conduct of Colloquium

- (i) PhD colloquium shall be arranged by research supervisor in consultation with HoD;
- (ii) Candidates shall make colloquium presentation to the academic community on the work done during their tenure as scholars at SSSIHL;
- (iii) Members of the RAC (concerned department), all faculty members, all research scholars, and all PG students of the department shall attend the colloquium;
- (iv) Faculty members, research scholars, and PG students from other departments are welcome to attend the colloquium.

# c) Critical Review Report

#### (i) Performance Assessment

If the HoD and the RAC, in agreement with the research supervisor, are not satisfied with the research work and the performance of the candidates in the colloquium, the HoD shall issue a 'critical review and recommendation' to the candidates, with a copy to the Dean of Faculty.

#### (ii)Supplementary Colloquium

- 1. Candidates shall be required to comply with the recommendations within a maximum period of 03-months and appear for another colloquium. Candidates are expected to present in a supplementary colloquium if substantial content and new findings/conclusions are added to the thesis based on the recommendations of the RAC from the proceedings of the colloquium;
- 2. If the candidates' performance remains unsatisfactory even in the second attempt, their registration for the Part-time PhD programme shall be cancelled. This decision shall be communicated to the Registrar and CoE by the HoD.

# d) Submission of Thesis Synopsis

Upon successful completion of the colloquium, candidates shall submit a synopsis of the thesis, not exceeding 05-pages, to their research supervisor within a week.

#### 11. SUBMISSION OF THESIS FOR EVALUATION

# a) Pre-requisites for Thesis Submission

Candidates shall obtain the following before submission of the thesis:

#### (i) Thesis Forwarding Note

A covering letter from the research supervisor.

# (ii) Plagiarism Clearance Certificate

A plagiarism clearance certificate prepared by the candidate under the inspection of the research supervisor, and the Departmental Academic Integrity Panel (DAIP).

# (iii) Endorsement on Thesis Plagiarism

Proof of endorsement that the thesis is free of plagiarism, cleared by the Institutional Academic Integrity Panel (IAIP).

# (iv) Thesis Format and Language Requirements

The thesis should be typewritten in English, except in the case of a thesis for a PhD degree in an Indian language, where it shall be typewritten in that language or in English, as per the prescribed format of SSSIHL.

#### b) Duration for Thesis Submission

Candidates shall submit the true soft copy of the thesis along with one hard copy in the prescribed format to the research supervisor within a maximum period of 03-months from the completion of the colloquium along with documents.

#### c) Re-registration for Thesis Submission

#### (i) Re-registration Duration for All

An extension of the PhD programme duration may be granted for up to an additional 02-years for thesis submission, based on the recommendations of the RAC and subsequent approval by the VC. However, the total period for completing the PhD programme in such cases should not exceed 08-years from the date of registration for the PhD programme.

#### (ii)Re-registration Duration for Women and PwD

Provided further that, Women candidates and PwD (Divyangjan - having more than 40% disability) may be allowed an additional relaxation of 02 more years. However, the total period for completing the PhD programme in such cases should not exceed 10-years from the date of registration for the PhD programme.

#### (iii) Maternity Leave or Child-care Leave

Women candidates may be provided maternity leave or child care leave for up to 240-days during the entire duration of the PhD programme.

# d) Thesis Submission to CoE for Evaluation

The research supervisor shall forward, the thesis submitted by the candidates, to the HoD. The HoD shall obtain the approval of the RAC and forward it to the CoE for evaluation through proper channel. Upon receiving the thesis, the CoE shall arrange for its evaluation.

### e) Results of Thesis, Patents and IPRs

If the research results of the thesis constitute new possible outcomes for the protection of intellectual property rights (IPRs) or Patents, if any, shall be as detailed in the MoU. The IPR Cell or the competent body of SSSIHL designated for the purpose shall conduct the procedure for legal and commercial protection of research results, in accordance with the relevant Regulations. The inventors for a particular patent shall be as per the Intellectual Property Rights (IPR) policy of SSSIHL.

# f) Thesis Evaluation

#### (i) Duration of the Evaluation

The entire process of evaluating a PhD thesis, including the declaration of the viva-voce result, should be completed within a maximum period of 06-months from the date of submission of the thesis.

#### (ii) Internal and External Examiners

The thesis shall be examined by the research supervisor and the co-supervisor (if any) as the internal examiners and two external examiners. Wherever possible, one of the external examiners should be chosen from outside India.

#### (iii) Report Submission

Each examiner shall provide a detailed report on the thesis to the CoE. However, both the research supervisor and the co-supervisor shall submit a single joint report. The report shall contain a clear verdict on whether the thesis is approved for the Thesis Defence; or requires revision and resubmission; or rejected.

# (iv) Review of the Reports

Upon receipt of the evaluation reports from all the examiners, the CoE shall invite the Dean of Faculty to review the reports in preparation for the Thesis Defence. If the Dean of Faculty is also the research supervisor, the HoD of the concerned department shall review the reports for the Thesis Defence.

# (v) If the Thesis is Rejected

If any one of the external examiners rejected the thesis, it may, with the approval of the VC, be referred to a third external examiner. If the thesis is rejected also by the third external examiner, the candidate's registration for the Part-time PhD programme shall be cancelled.

# (vi) If the Thesis Requires Revision and Resubmission

If one or two external examiners recommends revision and resubmission, the research supervisor shall instruct the candidates to carry out the required revisions under their guidance. The revised thesis must be resubmitted (as per Reg 11-d)), with approval from the HoD, within a maximum period of 03-months.

#### (vii) Evaluation of the Revised Thesis

The CoE shall arrange for the evaluation of the revised thesis by the concerned examiner who requested the revision or resubmission. If the thesis is rejected again after resubmission, it may, with the approval of the VC, be referred to a third external examiner. If the thesis is also rejected by the third external examiner, the candidate's registration for the Part-time PhD programme shall be cancelled.

#### 12. THESIS DEFENCE

# a) Arrangement of Thesis Defence

If both the external examiners and the internal examiner(s) agree that the thesis is approved for the Thesis Defence, the Dean of Faculty shall request the CoE to arrange for the Thesis Defence.

# b) Pre-requisites for Thesis Defence

Candidates shall submit a total of 03-hardbound copies of the thesis to the CoE through research supervisor.

# c) Constitution of Thesis Defence Examination Board (TDEB)

The candidate shall then be invited to defend their thesis before the TDEB, which shall consist of:

- (i) Dean of Faculty Chairperson\*;
- (ii) Head of the Department;
- (iii) Research Supervisor;
- (iv) Co-Supervisor (if any); and
- (v) the examiner from within India.

\*If the Dean of Faculty is the research supervisor, the HoD shall chair the TDEB.

# d) Open House Thesis Defence

Upon initiation by the CoE, the open house thesis defence shall be arranged by the research supervisor in consultation with the HoD.

#### e) TDEB Recommendations

If the Board feels strongly that the candidate's defence of the queries raised by the members is not up to their expectations, the Board shall collectively decide not to recommend the award of the PhD degree to the candidate and to cancel the registration for the Part-time PhD programme. This decision shall be communicated to the Registrar and CoE.

#### f) Minutes of the Thesis Defence

Research supervisor shall send the minutes of the thesis defence, duly signed by all members of the TDEB, to the CoE for approval by the VC.

#### 13. AWARD OF DEGREE AND CONVOCATION CEREMONY

# a) Pre-requisites for Award of Degree

# (i) Submission of Final True Copy to CoE

Candidate must submit the final true soft copy of the thesis to the CoE for uploading to the Information and Library Network (INFLIBNET) depository before receiving the provisional PhD degree certificate.

# (ii)Depository with INFLIBNET

Following the successful completion of the evaluation process and before the announcement of the award of the PhD degree, the CoE office shall submit an electronic copy of the PhD thesis to the Librarian for hosting on INFLIBNET. This ensures that the thesis is accessible to all HEIs and Research Institutions.

# b) Award of Degree

The Provisional Doctoral Degree certificate shall be issued to the candidates within a week after the VC's approval of the minutes of the Thesis Defence.

#### c) Convocation

Candidates shall submit the application for admission to the convocation indicating "In Person" or "In Absentia" and follow the process accordingly. The degree of Doctor of Philosophy (PhD) shall be awarded to the candidates during the SSSIHL convocation ceremony.

#### 14. EXIT FROM PhD PROGRAMME

#### a) Withdrawal

Candidates may voluntarily request to withdraw from the PhD Programme.

# b) Cancellation

# (i) Cancellation of Registration

PhD Registration stands cancelled under any of the conditions:

- 1. Failure in more than two (02) papers during the course work;
- 2. Failed to complete Pre-PhD Coursework within stipulated timelines;
- 3. Failed to clear CE within stipulated timelines;
- 4. Failed to clear Colloquium within the stipulated timelines;
- 5. Failed to submit the thesis within the stipulated timelines;
- 6. The thesis is rejected at the end of the evaluation process;
- 7. The Thesis Defence Examination Board recommends to cancel;
- 8. Failed to fulfil the residential requirements;
- 9. Breach of MoU

# (ii) Cancellation in case of Violation of Code of Conduct

The registration may be cancelled in case of

- Breach of SSSIHL code of conduct
- Any form of academic dishonesty.

• Being held accountable for any illegal / dishonest acts in place of work or otherwise.

#### **15. MISCELLANEOUS**

### a) **Book Publication of Thesis**

All or part of the thesis, subject to the award of the PhD, may be published as a book with the permission sought from the HoD, who shall forward the request through the proper channels for final approval from the VC.

# b) Inclusion of Sustainability Aspect

All research in the Institute must focus on Sustainable Development Goals (SDGs) of the United Nations. This should be clearly reflected in the Research Proposal.

# c) Removal of Difficulties

The VC may use discretion in interpreting and/or modifying any of the above regulations based on the merits of each case.

# List of Abbreviations

- Academic Bank of Credit (ABC)
- Comprehensive Examination (CE)
- Comprehensive Examination Board (CEB)
- Consortium for Academic Research and Ethics (UGC-CARE)
- Continuous Internal Evaluation (CIE)
- Controller of Examinations (CoE)
- Course Completion Certificate (CCC)
- Cumulative Grade Point Average (CGPA)
- Council of Scientific & Industrial Research (CSIR)
- Departmental Academic Integrity Panel (DAIP)
- Doctor of Philosophy (PhD)
- Economically Weaker Sections (EWS)
- Graduate Aptitude Test in Engineering (GATE)
- Head of the Department (HoD)
- Higher Educational Institutions (HEIs)
- Information and Library Network (INFLIBNET)
- Institutional Academic Integrity Panel (IAIP)
- Joint Entrance Screening Test (JEST)
- Junior Research Fellow (JRF)
- Memorandum of Understanding (MoU)
- National Eligibility Test (NET)
- National Programme on Technology Enhanced Learning (NPTEL)
- National Education Policy (NEP) 2020
- No Objection Certificate (NOC)
- Other Backward Classes (OBC)
- Persons with Disabilities (PwD/Divyangjan)
- Postgraduate (PG)
- Research Advisory Committee (RAC)
- Scheduled Castes (SC)
- Scheduled Tribes (ST)
- Senior Research Fellow (SRF)
- Sri Sathya Sai Institute of Higher Learning (SSSIHL)
- Sri Sathya Sai System of Integral Education (SSSSIE)
- Study Webs of Active Learning for Young Aspiring Minds (SWAYAM)
- Sustainable Development Goals (SDGs)
- Thesis Defence Examination Board (TDEB)
- University Grants Commission (UGC)
- Vice-Chancellor (VC)
- Web of Science (WoS)

#### References

- 1. UGC (Minimum Standards and Procedures for Award of PhD Degree) Regulations, 2022 notified on 7th November, 2022 and the amendments thereafter;
- 2. UGC (Promotion of Academic Integrity and Prevention of Plagiarism in Higher Educational Institutions) Regulations, 2018 notified on 23rd July, 2018 and the amendments thereafter.

# MEMORANDUM OF UNDERSTANDING

MEMORALDUM OF CIDERSTANDING
This Memorandum of Understanding ("MoU/ MOU") is entered into on the day of
a 2025 ("Effective Date"), by and betweena
Company incorporated under the laws of India, having CIN:, PAN:,
GST:, having registered office at, (hereinafter referred to as
"Employer" or "Company"),
AND
(ID:), a research scholar enrolled in the (Research Program Name) under the (Department Name) at Sri Sathya Sai Institute of Higher Learning ('SSSIHL'), and employed in the Company, having residential address at
, (hereinafter referred to as the "Employee" or "Candidate"). Employer and Employee shall be hereinafter collectively referred to as "Parties" and individually referred to as "Party". WHEREAS:
<ul> <li>A. The Company is engaged in, and seeks to invest in research and development by supporting the Candidate in pursuing higher studies to enhance their expertise and contribute to the Company's objectives;</li> <li>B. The Candidate is a research scholar enrolled in the (Research Program Name) in the Department of (Department Name) at SSSIHL, and is also employed with the Company in the capacity of (position or designation);</li> <li>C. The Company recognizes the Candidate's potential and has agreed to support their parttime PhD studies in the field of (specific field of study) at SSSIHL as part of the Company's commitment to fostering academic and professional growth;</li> <li>D. The Candidate has agreed to pursue their PhD program with the understanding that the knowledge and expertise gained will be applied in furtherance of the Company's goals, and to abide by the terms and conditions mutually agreed upon in this Memorandum;</li> <li>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND</li> </ul>
AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. RELATIONSHIP BETWEEN THE PARTIES: The relationship between the Parties under this MoU shall strictly be on an employer-employee basis. This MoU does not and shall not be construed to create any partnership, joint venture, agency, or any other form of mutual association between the Parties. Neither Party shall have the authority to act on behalf of, bind, or represent the other Party in any capacity, nor use the name, logo, or representation of the other Party without prior written consent.
- **2. CONSIDERATION:** The Company agrees to provide the Employee with financial support in the form of the following components, as specified in *Annexure A*, to enable the

Employee to render services to the Company while pursuing their part-time PhD program at SSSIHL:

- **a. Stipend**: The Employee shall receive a stipend amount of [\_\_\_\_\_] per month/annum for the services rendered to the Company. This stipend shall be subject to applicable statutory deductions and taxes and will be disbursed in accordance with the schedule outlined in *Annexure A*.
- **b. Other Expenses:** The Company agrees to cover additional expenses to support the Employee's PhD studies, including but not limited to (if any):
  - Hostel stay
  - Book allowances
  - Research grants
  - Conference fees (subject to prior approval by the Company)

Such expenses shall be reimbursed upon submission of valid receipts and approval as per the terms in *Annexure A*.

All payments under this MOU shall be made in tranches, with the frequency and conditions for disbursement as specified in *Annexure A*. The terms of payment and consideration, as set forth in this clause and *Annexure A*, may be revised or adjusted only through mutual written consent of the Company and the Employee.

#### 3. OBLIGATIONS OF THE EMPLOYER:

- 3.1 The Employer shall grant SSSIHL an irrevocable, perpetual, non-exclusive license to use, exploit, publish, and disseminate the research outcomes and intellectual property, including but not limited to inventions, discoveries, designs, or any other intellectual contributions developed during the course of the Candidate's research. The specific terms and conditions governing such licensing rights, including the scope of exploitation and dissemination, shall be as mutually agreed upon and documented separately.
- 3.2 The Employer agrees that the intellectual property, research outcomes, and inventions developed during the Candidate's research program shall be jointly owned by SSSIHL and the Candidate unless otherwise mutually agreed in writing. The terms governing such joint ownership, including commercialization and licensing rights, shall be mutually determined and documented in a separate agreement between the Employer, SSSIHL, and the Candidate.
- 3.3 The Candidate shall continue to discharge their duties at the Company while pursuing the part-time PhD program. All expenses related to the program, including tuition fees and other associated costs, will be borne by the Company in accordance with the terms of this MOU.
- 3.4 The Employer shall permit the Candidate to attend the required classes for the Pre-PhD courses and to appear for Pre-PhD examinations as per the schedule prescribed by

SSSIHL. The Candidate shall be allowed to spend the required time on campus to conduct research and participate in connected activities as instructed by the Research Supervisor or Co-Supervisor throughout the program.

**4.** The Employer shall allow the Candidate to attend conferences, seminars, training programs, and other academic events as instructed by the Research Supervisor or Co-Supervisor. The Employer shall provide access to its resources, including facilities, data, or materials, as necessary for the Candidate's research, subject to confidentiality and organizational policies.

#### 5. OBLIGATIONS OF THE CANDIDATE

- 5.1 The Candidate shall diligently fulfil all academic and research responsibilities, including attending courses, submitting assignments, and completing research work as instructed by SSSIHL and the Research Supervisor or Co-Supervisor. The Candidate shall provide timely updates on the progress of their research to SSSIHL as required.
- 5.2 The Candidate shall continue to discharge their professional duties and responsibilities at the Company without compromising the quality and timelines of their deliverables. The Candidate shall ensure effective communication with their reporting authority at the Company regarding their academic schedule to avoid conflicts.
- 5.3 The Candidate shall use the resources provided by the Employer for research purposes only, ensuring confidentiality and adherence to the Employer's policies. The Candidate shall comply with any restrictions or approvals required for accessing Employer resources.
- 5.4 The Candidate shall attend all classes, examinations, seminars, and other academic events as required by SSSIHL, with prior intimation to the Employer. The Candidate shall seek prior approval from the Employer before participating in conferences, training programs, or similar events.
- 5.5 The Candidate shall submit the PhD thesis per the timelines set by SSSIHL.
- 5.6 The Candidate shall maintain the confidentiality of all proprietary information of the Employer and SSSIHL encountered during their research or professional activities, in accordance with applicable policies and agreements and the Candidate shall sign NDAs if required.

#### **6. REPRESENTATIONS AND WARRANTIES:**

- 6.1 Each Party represents and warrants as follows:
- a. it has the capacity to enter into this MOU and perform its obligations hereunder;

- b. it is not under any obligation or restriction under any other agreement, which may restrict or invalidate its performance under this MOU;
- c. it will not, in performing its duties and obligations under this MOU, put itself or the other Party in breach of any applicable laws, rules or regulations.
- 6.2 Employer represents and warrants as follows:
- a. The Employer represents and warrants that it shall grant SSSIHL an irrevocable, perpetual, exclusive license to use, exploit, publish, and disseminate the research outcomes and intellectual property, including but not limited to inventions, discoveries, designs, or any other intellectual contributions developed by the Candidate during the course of their research at SSSIHL.
- b. The Employer represents and warrants that it shall facilitate and recognize the joint ownership of intellectual property, research outcomes, and inventions developed during the Candidate's research program between SSSIHL and the Candidate, unless otherwise mutually agreed in writing. Provide support in drafting and formalizing specific terms governing such joint ownership (between SSSIHL and Candidate), including provisions for commercialization and licensing rights.
- c. The Employer warrants that it will provide the necessary financial, logistical, and resource-based support to the Candidate as outlined in this MoU, including funding hostel stay (if any) and other associated expenses. Allowing the Candidate access to the Employer's resources, such as facilities, data, or equipment, necessary for their research, subject to the Employer's internal policies.
- d. The Employer represents that the grant of license and support provided under this MoU complies with all applicable laws, ethical standards, and institutional guidelines. The Employer warrants that the intellectual property and research outcomes produced under this MoU are not subject to any pre-existing encumbrances, claims, or rights of third parties that could affect the license granted to SSSIHL.
- e. The Employer represents its commitment to fostering a collaborative environment with SSSIHL and the Candidate to ensure the successful completion of the Candidate's research program.
- f. The Employer warrants that it shall promptly notify SSSIHL of any material changes or developments that may affect its obligations under this MoU, particularly concerning the licensing, ownership, or exploitation of intellectual property developed by the Candidate.
- 6.3 Employee represents and warrants as follows:

- a. The Employee represents that they meet all eligibility requirements for enrollment in the part-time PhD program and are fully committed to completing the program in accordance with the terms of this MoU.
- b. The Employee warrants that all research, intellectual contributions, and outcomes developed during the course of their PhD program shall be original, free from any infringement of third-party rights, and shall not violate any existing intellectual property laws.
- c. The Employee shall adhere to the code of conduct and ethical guidelines of the Company and SSSIHL, both on and off-campus, and comply with all applicable institutional and professional regulations.
- d. The Employee represents their commitment to continuing to discharge their professional responsibilities and duties at the Company without compromising the quality or timelines of deliverables.
- e. The Employee represents their willingness to attend all required classes, examinations, seminars, conferences, and other academic events associated with the PhD program, with prior approval from the Employer as necessary.

#### 7. CONFIDENTIALITY:

- 7.1 For the purpose of this Memorandum of Understanding (MoU), "Confidential Information" refers to any information, data, documents, research findings, designs, inventions, proprietary knowledge, or other materials disclosed by the Employer, SSSIHL, or the Employee that are designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Employer agrees to maintain the confidentiality of any research, intellectual property, and other confidential materials generated by the Employee during the course of their PhD program unless disclosure is required by law or with the prior written consent of the Employee. The Employer shall take appropriate measures to safeguard the confidentiality of all sensitive information shared between the Employer and SSSIHL. The Employer further agrees that, in maintaining confidentiality, it shall adhere to the provisions as agreed upon in the Non-Disclosure Agreement (NDA) executed between the Employer and SSSIHL, including any obligations regarding the handling, protection, and permitted disclosure of confidential information.
- 7.2 The Employee shall not disclose, publish, or use any Confidential Information for any purpose other than as necessary for the execution of this MoU or as explicitly permitted by the Employer or SSSIHL in writing. The Employee shall take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information and to ensure that any third parties to whom such information is disclosed are bound by similar confidentiality obligations.

- 7.3 Upon termination of this MOU, both the Parties shall cease the use of the Confidential Information and any such other proprietary data of the other Party with immediate effect and further return, destroy and/or delete in its entirety all originals or copies of the Confidential Information upon receiving such a written request from the other Party. However, the Parties will not be obligated to erase Confidential Information that is contained in an archived computer system backup in accordance with the Party's security and/or disaster recovery procedures and the Parties may each retain Confidential Information for archival or record retention purposes as required by applicable law or regulation.
- 7.4 The Parties' obligation to maintain confidentiality will survive the termination of this MOU and will remain in effect for a period of one (1) year upon termination of this MOU.

#### 8. INTELLECTUAL PROPERTY RIGHTS:

- 8.1 Upon the commencement of this MOU, all intellectual property rights, including but not limited to inventions, discoveries, designs, trademarks, patents, copyrights, trade secrets, research outcomes, and any other intellectual contributions (collectively referred to as "Intellectual Property") developed or created by the Employee during the course of the PhD program, whether individually or jointly with others, shall be the exclusive property of SSSIHL.
- 8.2 The Employee hereby irrevocably assigns, transfers, and conveys to SSSIHL all rights, title, and interest in and to any and all Intellectual Property created during the course of the Employee's research and academic activities, including but not limited to any inventions, designs, and works of authorship. This assignment shall be effective upon the creation of the Intellectual Property. The Employer shall execute a separate agreement with SSSIHL for the Intellectual Property related matters.
- 8.3 The Employee agrees to take all necessary steps to protect and safeguard the Intellectual Property, including assisting SSSIHL in the filing, prosecution, and maintenance of any patents, trademarks, or other legal protections as necessary. Upon termination of this MoU, the Employee agrees to continue to cooperate with SSSIHL in the protection, registration, or further development of the Intellectual Property, if required, and to return any confidential or proprietary materials related to the Intellectual Property.

#### 9. INDEMNITY:

9.1 Both Parties shall indemnify, save and hold fully harmless the other Party from and against direct and actual claims, losses, liabilities, actions (including reasonable settlement costs), suits, proceedings (including any proceeding brought before any court, regulatory body, arbitration panel or other tribunals), direct or actual damages, judgments or expenses including reasonable attorney's fees, other expenses of litigation and third-party claims

- (each, a "Claim", collectively the "Claims") arising out of or in any way connected with any breach of any representation, warranty and/or any terms under this MOU or if the same is found to be untrue, false or misleading and any willful or negligent act or omission of one Party, its employees, sub-contractors or agents, in relation to the performance of its obligations under this MOU and/or under the applicable law.
- 9.2 The Employer shall indemnify, save, and hold harmless both the Employee and SSSIHL from and against any and all claims arising from or in connection with any act, omission, or breach of obligations by the Employer, its employees, agents, or subcontractors, in relation to the Employee's performance under this MoU, the intellectual property developed during the research program, or any other obligations owed by the Employer under this MoU. This indemnity shall cover any claims, losses, or damages arising out of the Employer's failure to adhere to its responsibilities, including but not limited to any breach of representations, warranties, or terms stipulated in this MoU.
- 9.3 In no event will either Party be liable to the other Party for any lost profits, lost savings, lost goodwill, lost revenue, loss of claim or any incidental, indirect or consequential damages of any kind, however, caused to the other Party.

#### 10. TERM AND TERMINATION:

- 10.1This MOU shall commence on the Effective Date and shall continue unless terminated earlier by the Parties.
- 10.2Either Party may terminate this MoU under the following circumstances:
  - a. Academic Failure: If the Employee fails to meet the academic requirements of the PhD program at SSSIHL, including but not limited to failing examinations or failing to maintain the minimum academic performance standard set by the University.
  - b. If either Party materially breaches any term of this MoU and fails to remedy the breach within ten (10) days of receiving written notice of such breach.
- 11. **FORCE MAJEURE:** If a party is unable to perform its obligations due to events such as strikes, pandemic-related impacts, government restrictions, riots, war, severe weather, or other major disruptions ("Force Majeure"), it is excused from performance for the duration of the disruption. The affected party must promptly notify the others in writing. If the disruption continues for an extended period (such as beyond ninety days) and significantly impairs the ability to fulfil the MoU, the other Party may terminate the MoU with prior notice.
- **12. GOVERNING LAW:** This MOU shall be governed and interpreted in accordance with the laws of India and the courts of Bengaluru shall have jurisdiction. All or any disputes

arising out of or in relation to the terms of this MoU shall be settled through arbitration. The costs towards the arbitration proceedings shall be borne by both Parties equally.

13. NO DISPARAGEMENT: Neither Party shall publicly participate in any disparagement of the other Party or any of its Representatives, now or any time after the termination of this MOU.

#### 14. MISCELLANEOUS:

**Executed By Employer** 

- 14.1 Entirety: This MOU contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.
- 14.2 <u>Amendment:</u> The Parties agree that any amendments made to this MOU must be in writing, where they must be signed by both Parties to this MOU. Accordingly, any amendments made by the Parties will be applied to this MOU.
- 14.3 <u>Good Faith:</u> The Parties, in exercising their rights and complying with their obligations, representations, and warranties (including when conducting any discussions or negotiations arising out of the application of any provision of this MOU), shall act, at all times, act in good faith.

The Parties hereby agree to the terms and conditions set forth in this MoU and such is demonstrated by their signatures below:

**Executed by Employee** 

Name:	Name:
Designation:	Designation:
Date:	Date:

#### **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (" <b>Agreement</b> ") shall be effective from the	e date of execution
below ("Effective Date"), by and between Sri Sathya Sai Institute Of H	igher Learning, an
education institution ("SSSIHL"), having registered address at Vidyagiri -	515134, Anantapur
District, Andhra Pradesh, duly represented by its Registrar Dr. Srikanth k	Khanna (hereinafter
referred to as the "Disclosing Party"), and, a	
formed under the laws of India, bearing LLP No./CIN:	, PAN:
, having registered address at	hereinafter
collectively referred to as "Receiving Party").	

"Disclosing Party" and "Receiving Party" shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, the Parties recognize and acknowledge to explore potential collaboration and partnership, maintaining the confidentiality of education-related and institutional matters, including but not limited to research collaborations, intellectual property, collaboration-specific outcomes, schedules, and other activities related to the confidential information, is essential to the integrity of the collaboration and partnership. Such confidentiality is critical to safeguarding the legal rights, academic interests, and reputation of the Disclosing Party, which the Parties agree to uphold;

**AND WHEREAS**, the Disclosing Party has previously shared, is sharing, and may in the future share confidential, non-public, and proprietary information, including research data, methodologies, intellectual property, and academic schedules, with the Receiving Party. The Receiving Party agrees that all such confidential information (as defined herein), including the contents of this Agreement, shall be used solely and strictly for the purpose of facilitating the prospective collaborations and to foster commercialization of products developed /research done by the Disclosing Party. ("Purpose").

# NOW, THEREFORE, in consideration of the mutual covenants, both Parties agree as follows:

- 1. Confidential Information: Confidential Information shall include all oral, written, or electronically stored information, including but not limited to research data, methodologies, findings, reports, publications, academic schedules, intellectual property, program structures, collaborations, proposals, and any related ideas, concepts, or strategies. It also encompasses records, communications (emails, telephonic, or otherwise), designs, notes, plans, financial data, and future academic or institutional objectives provided by or on behalf of the Disclosing Party. This includes information shared with the Receiving Party, its representatives, employees, directors, academic supervisors, or agents, and any information that should reasonably be recognized as confidential by its nature or under the circumstances of disclosure. Confidential Information shall also include ongoing discussions, correspondence, and plans concerning the prospective collaborations and partnerships.
- 2. Intellectual Property Rights: shall mean, but is not limited to the rights comprised in or arising out of any literary, artistic, musical work, copyrights, designs, digital content, compilation, trademarks, patent, trade secret, logo, slogans, educational or promotional material, know-how, techniques, ideas, concepts, inventions (whether patentable or not), software code, software code, algorithms, databases, improvement, modifications, translation,

adaptation, trade dress, domain name or design, that forms that subject matter of any trademarks, copyright, patent, trade secrets, design or any form of intellectual property rights, whether at common law or by statute or convention, rights to apply for registration under a statute in respect of those or like rights. It also includes rights to apply for registration, renewals, extensions, or reinstatements of such rights, as well as unregistered rights and rights to sue for passing off or misappropriation.

- 3. Obligations of the Receiving Party: The Receiving Party shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Disclosing Party and shall keep the Confidential Information confidential and secure, protect it from unauthorized use, reproduction, access, and damage or destruction and employ the same degree of care as it would prudently employ to protect its own confidential and proprietary information, but no less than a reasonable standard of care. Receiving Party shall carefully restrict access to Confidential Information to its directors, officers, affiliates, employees, accountants, attorneys, contractors, and other personnel (collectively "Representatives"), strictly on a need-to-know basis only as is reasonably required, provided that (a) the Receiving Party first requires each of them to agree in writing, either as a condition of their service to Receiving Party or in order to obtain Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Receiving Party under this Agreement. (b) In any case, the Receiving party shall be liable for all acts and omissions of its Representatives, whether or not they result in a breach of this Agreement or The Receiving Party agrees to use the Confidential Information solely and exclusively in connection with the current or contemplated Purpose between the Parties and shall not, without prior written approval of the Disclosing Party, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party understands and acknowledges that any ideas shared as part of the proposal or discussion by the Disclosing Party cannot be applied/implemented or shared further without partnering with the Disclosing Party and any such unauthorized application, implementation, or sharing shall be a violation of this Agreement against which the Disclosing Party can take legal action under law or in equity.
- 4. Return or Destruction of Confidential Information: All Confidential Information disclosed to the Receiving Party shall remain the property of Disclosing Party, at all times. The Receiving Party shall, upon the written request of the Disclosing Party, return to Disclosing Party all records, notes, compilations, product samples, work product, analyses and other written, printed, or tangible materials in its possession pertaining to Confidential Information within seven (7) days (including all originals, copies, reproductions, and summaries of such Confidential Information), or certify its destruction in writing, and keep the same confidential and secret in accordance with this Agreement. The Receiving party shall ensure that its Representatives do not use any Confidential Information including the one in the unaided memory of its Representatives and shall certify in writing that all such Confidential Information has been returned or destroyed, as required by the Disclosing Party. The Disclosing Party agrees that the Confidential Information shall be used only during the Term of this Agreement and only for the Purpose. All Confidential Information is provided "AS IS", without any warranty, express, implied or otherwise, regarding its accuracy, reliability or completeness, save as may be subsequently agreed in any final signed agreement(s) between the Parties.
- **5. Non-Solicitation:** The Receiving Party hereby acknowledges and agrees that the Receiving Party shall not solicit, entice, poach, or hire any employee/professor/consultant/ intern or any

other personnel of the Disclosing Party or its affiliate institutes or induce such employee/professors/consultant/intern or any other personnel to cease his/her engagement with the Disclosing Party or accept the employment or engagement of such employee/professor/consultant/ intern or any other personnel of the Disclosing Party or its affiliate institutes during the Term of this Agreement and for a further period of two (2) years, without the prior written consent of the Disclosing Party. The Receiving Party further agrees that it shall not directly or indirectly assist or encourage any third party in any activity that would breach this clause without the prior written consent of the Disclosing Party.

- **6. Notice of Breach:** Receiving Party shall notify the Disclosing Party immediately and without delay upon discovery of, or suspicion of, (a) any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any third party acting on its behalf; or (b) any actions or inactions by Receiving Party or its Representatives inconsistent with their respective obligations under this Agreement, Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use, including but not limited to: (a) provide the Disclosing Party with all relevant details of the breach, including the nature and extent of the unauthorized use or disclosure, and the identities of the individuals or entities involved; (b) take all reasonable steps, at its own cost, to immediately mitigate the effects of the breach, including retrieving or destroying any improperly disclosed Confidential Information, where applicable; and (c) fully cooperate with the Disclosing Party in any investigation, corrective action, or legal proceeding undertaken to address the breach. Failure to comply with this clause shall be considered a material breach of this Agreement, entitling the Disclosing Party to pursue all available remedies
- **7. Term and Termination:** The Agreement shall be valid from the Effective Date unless terminated by both Parties with mutual consent. Disclosing Party may terminate this Agreement with written notice if the Receiving Party creates a breach of any material terms of the Agreement. All obligations contained in the Agreement shall however survive for five (5) years after the expiry or earlier termination of the Agreement.
- **9. Relief**: The Receiving Party agrees that in the event of any breach of terms and conditions of this Agreement, the Disclosing Party shall be entitled to injunctive relief for the protection of the Receiving Party from incurring further damage or which may result in an irreparable injury. In addition to the same, the Disclosing Party shall also be entitled to claim damages and other relief, under law or in equity.
- 10. Indemnification: The Receiving Party shall reimburse, indemnify and hold harmless Disclosing Party and its owners, employees, officers, and directors, from any direct damage, loss, penalty, cost, or expense incurred by Disclosing Party as a result of or in connection with the use or disclosure of the Confidential Information contrary to the terms of this Agreement by Receiving Party or its Representatives or any others to whom such Confidential Information has been disclosed by any Representatives. The Receiving Party shall, under all circumstances, continue to be liable as a principal party and undertakes to fully indemnify the Disclosing Party and/or its affiliates from and against any and all liability, actions, claims, losses, damages, judgments, costs and expenses, including attorney's fees, suffered or incurred by the Disclosing Party and/or its affiliates resulting from breach of this Agreement by Receiving Party and its Representatives.

- 11. Severability: Should any of the provisions hereto be held invalid by any competent court, such invalidity shall affect only the said provision and the remaining provisions shall continue to be valid and enforceable.
- 12. Relationship: This Agreement is between independent entities and nothing in this Agreement creates a relationship of employer and employee, principal and agent, joint ventures or partnership between the Parties. Nothing in this Agreement shall be construed to obligate in any way either Party to enter into any transaction or agreement whatsoever. Parties represent that they are not under any obligation to any third party that is inconsistent or in conflict with its obligations under this Agreement.
- **13. Assignment:** This Agreement is only valid for the two Parties involved as per the terms of this Agreement and the Agreement cannot be assigned or delegated by the Receiving party or transfer this Agreement or the rights or obligations hereunder without the prior written permission of the Disclosing Party.
- 14. Governing Law and Dispute Resolution: This Agreement shall be governed and interpreted in accordance with the laws of India and the courts of Bengaluru shall have jurisdiction. All or any disputes arising out of or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (as amended). The Arbitration proceeding shall be conducted in English language and in Bengaluru. The arbitration proceedings shall be conducted by a sole arbitrator who shall be mutually appointed by the Parties and whose decision shall be final and binding upon the Parties. If the Parties are unable to appoint a sole arbitrator by way of mutual consent, then such arbitrator shall be appointed pursuant to the provisions of Section 11 of the Arbitration and Conciliation Act, 1996, and whose decision shall be final and binding upon the Parties and shall be enforceable in any competent court of law. The costs towards the arbitration proceedings shall be borne solely by the Receiving Party.
- **16. Waiver:** Any waiver by a Party of any provisions of this Agreement shall be expressly and in writing, and signed by an authorized representative of the waiving Party. Such a waiver shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof by such Party. No failure or delay by a Party in exercising any right, power, or remedy under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

The Parties hereto have executed this as of the day and year mentioned below	Agreement, through their duly authorized representatives ow.
For SSSIHL Disclosing Party	ForReceiving Party
Name: Dr. Srikanth Khanna	Name:
Designation: Registrar	Designation:

Date:

Date:

**17. Amendment:** No amendments or modifications to this Agreement shall be valid unless agreed to in writing by both Parties.

To,
(Department Name)
Sri Sathya Sai Institute of Higher Learning
(Address)
Kind Attn:

Subject: No Objection Certificate ('NOC') for Part-time Ph.D. Candidate sponsored by

\_\_\_\_\_(Name of the Company/ Organization)

#### Respected Sir/Ma'am,

This is to certify that Mr/Ms < Applicant's Name > has been working in < Organization Name > as < Designation > since < DD/MM/YYYY >. < Organization Name > has no objection if Mr/Ms. < Applicant's Name > (referred to hereafter as 'Candidate') is admitted to the Part-time PhD program of the esteemed Sri Sathya Sai Institute of Higher Learning ('SSSIHL'), \_\_\_\_\_\_ < campus address >.

#### It is certified as under:

- 1. The Candidate has been granted permission to pursue PhD on a part-time basis by *<Organization Name>*. The Candidate will follow the code of conduct of SSSIHL campus in letter and spirit, while on and off campus of SSSIHL.
- 2. *Corganization Name*> hereby has no objection and allows the Candidate to attend required classes by *Corganization Name*> of the Pre-PhD courses and appear for Pre-PhD examinations as per the SSSIHL schedule. The Candidate will be allowed to spend the required time on campus to do research and connected activities as instructed, from time to time, by the Research Supervisor/Co-Supervisor throughout the programme.
- 3. *Organization Name>* has no objection to the Candidate from attending conferences, seminars, training programmes etc. as instructed, from time to time, by the Research Supervisor/Co-Supervisor. The Candidate will be allowed to access the resources available in *Organization Name>* for research purposes, if necessary. A clearance certificate to this effect will be submitted by the Candidate to the Registrar through the RAC/HoD.
- 4. The Candidate will continue to discharge their duties at *<Organization Name>* while pursuing the part-time PhD.
- 5. < Organization Name > acknowledges that no part of the work undertaken by the Candidate as part of the research programme shall be utilized for commercial or business purposes, nor shall any intellectual property, including but not limited to patents, inventions, or discoveries, be applied for or exploited in any manner without the prior written consent of SSSIHL.
- 6. *Organization Name*> understands that SSSIHL will not be held liable for any issues arising from the Candidate's participation in the part-time PhD program or any commitments to the Candidate, which remain solely between the Candidate and *Organization Name*>.

Executed for the Organization:	Accepted by and on behalf of SSSIHL:
Name:	Name:
Designation:	Designation:
Date:	Date:

7. In the event of the Candidate's resignation or cessation of employment with *Organization Name>*, it is agreed that the continuation of the part-time PhD program will be subject to the policies of SSSIHL, and any financial obligations related to the

program until such time will be fulfilled by *Organization Name*>.