



CSIR-Central Drug Research Institute, Lucknow

WHEREAS CSIR-CDRI is a pioneer drug research institute having all the infrastructure facilities for and development of new drug from conceptual to commercialization stage including SAR, QSAR, combinatorial synthesis, proteomics, genomics, regulatory toxicology, pharmacology, pharmacokinetics, pharmaceuticals and expertise in conducting and coordinating clinical trials .

Indian Institute of Science Education And Research, Kolkata

WHEREAS IISER-K is an autonomous institute in science and education field. It's goal is to create research institute of the highest calibre in which teaching and education will be totally integrated with the state of the art research.

1.0 Scope of the MoU

This MoU, which is for five (5) years, is established to provide collaborative cooperation through:

i) Collaborative Research Programs in specific fields of interest

CSIR-CDRI and IISER-K will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both parties. They can work together in the fields like theory, modeling and in silico computations along with experimental studies.

ii) Trainee Programs

Trainee-ship programs for students shall be explored and conducted at CSIR-CDRI in areas of mutual interest on mutually acceptable terms and conditions.

iii) Faculty Exchange Programs

Exchange programs for faculty shall be explored and conducted to mutually benefit both the parties.

iv) Sharing of Instrumentation Facility

The instrumentation facilities shall be used as per the prevailing guidelines and procedures of the institutes.

v) Submission of Joint projects-

Project proposals may be jointly submitted to DBT, CSIR,DST, ICMR or any other funding agencies for extramural funding for carrying out further studies of selected project/molecules.

vi) **Joint Outreach Programmes-** CDRI and IISER-K may have joint outreach programmes. Some of the current Govt platforms such as "Jigyasa" may be harnessed.



2.0 General Provisions

- i. The MoU shall remain valid for a period of five (5) years from the last date of signing of the MoU.
- ii. The collaborators shall initiate the work after obtaining necessary approval of the research project from Institutional Animal and Human Ethics Committee of CSIR-CDRI and IISER-K respectively along with National Biodiversity Authority (NBA) and/or State Biodiversity Boards (SSB) as applicable.
- iii. The progress of implementation of the program shall be reviewed by IISER-K and CSIR-CDRI as mutually decided and the benefits of the collaboration shall be shared mutually.
- iv. Parties shall take approvals of all the projects/studies including the financial approval from the competent authority for fulfilling the objectives of the program under Para 1 on case to case basis.
- v. Both Parties and their students can visit the collaborating institutes as per requirements of the Project without any financial liability on each other and shall have also adequate insurance coverage without any financial liability on each other.
- vi. The parties shall consult each other for any publication in respect of research work. These publications (papers, reports etc.) shall be in the names of actual research workers wherein it will be duly acknowledged that the work has been carried out under the collaborative research program of CSIR-CDRI and IISER-K. As a part of collaboration, the outcomes of the research under this MoU shall develop joint publication.
- vii. Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU shall be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo are not misused.
- viii. Applications for joint Patents will be filed in the name of institutions namely CSIR and IISER-K.
- ix. Both parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations.
- x. In case research is carried out solely and separately by a Party or the research results are obtained through the sole and separate effort of a Party, the Party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned Party.
- xi. Any IP arising out of the Joint Intellectual input under the MoU shall be jointly owned by Parties (CSIR-CDRI and IISER-K) in the ratio of 50:50.
- xii. All the costs related to the drafting, filing, prosecution, maintenance and infringement of the IPRs including but not limited to patent applications/patents shall be shared equally between the Parties. Parties agree to share the drafting, filing, maintenance and prosecution cost of the aforesaid joint Patent equally for all territories till the validity of the Patent.



- xiii. In case the joint patent is to be filed outside India then the charges w.r.t. Patent search, drafting, filing, Prosecution, etc. w.r.t. aforesaid Joint Patents shall be shared equally between the Parties (CSIR-CDRI and IISER-K).
- xiv. If either of the "Parties" does not intend to file/pursue an application for an IPR in any jurisdiction, then they shall permit the other "Party" to obtain the IPR and shall execute the necessary documents as and when required. However, the IPR shall continue to remain in the names of both the "Parties". Further, if one of the institutes decides not to share the expenses for protecting IPR, then in that case it shall assign its rights to the other institute to enable it to file for IPR protection.
- xv. Since CSIR shall be a Joint owner of the IPRs, therefore in accordance with the provisions of section 39 of the Indian Patents Act, 1970 any patent application accruing from the Joint research under this agreement shall be first filed in India.
- xvi. In case the collaborative research under this agreement is based on any "Biological Resource" obtained from/ occurring in India, then the necessary permission for filing any IPR must be taken from the National Biodiversity Authority, Chennai under the provisions of section 6 of the Biological Diversity Act of India, 2002.
- xvii. The exchange of biological materials, if any, shall be governed by the applicable provisions of the Biological Diversity Act of India, 2002.
- xviii. In case of research results obtained through joint activities under this MoU both Parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology jointly on mutually acceptable terms and conditions. Commercialization in any other country shall also be done jointly through a separate agreement.
- xix. Any product generated under the program shall be licensed to any industry jointly by CSIR-CDRI and IISER-K under a separate agreement after mutual consultation between CSIR-CDRI and IISER-K towards the fulfillment of point (xviii) stated above.
- xx. The annual maintenance of the facility including all the instruments shall be the responsibility of each Party without any financial liability on each other.
- xxi. Nothing contained herein shall constitute this a partnership or joint venture agreement or constitute either party as the partner, principal or agent of the other, this being a MoU between independent contracting entities.
- xxii. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications shall be effective from the date on which they are made, unless otherwise agreed to.
- xxiii. Both Parties shall do their utmost to ensure the smooth and efficient implementation of the program.



xxiv. The Parties will use their best efforts to settle all matters in dispute amicably. All disputes and differences of any kind related to this MoU shall be jointly settled between Director, CSIR-CDRI and Director, IISER-K.

IN WITNESS THEREOFF, both the parties have caused this MoU to be signed by their duly authorized representatives.

Signed on behalf of CSIR-CDRI

Name: Museen Ahmed Siddiqui
Date: प्रमुख, व्यापार विकास/Head, Business Development
सीएसआईआर-केन्द्रीय औषधि अनुसंधान संस्थान
CSIR-Central Drug Research Institute
सेक्टर-१०, जानकीपुरम विस्तार, सीतापुर रोड,
Place: Sector-10, Jankipuram Extn., Sitapur Road
लखनऊ-२२६०३१ सं०प्र० भारत/Lucknow-226031 U.P. India

Witnessed by:

Signed: Neelima
(Neelima Srivastava)
Date: CSIR-CDRI, LKO
17/02/24

Signed on behalf of IISER-K

Name: Sanjay
Date: 17/2/2024 निदेशक/Director
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता
Place: Lucknow Indian Institute of Science Education and Research Kolkata
(Under Ministry of Education, Govt. of India)
मोहनपुर/Mohanpur -741246, पश्चिम बंगाल/West Bengal, India

Witnessed by:

Signed: A. Murari
Date: 17/02/2024

Dean of International Relations and Outreach
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता
Indian Institute of Science Education and Research Kolkata
(Under Ministry of Education, Govt. of India)
मोहनपुर/Mohanpur - 741 246, पश्चिम बंगाल / West Bengal, India

